REGULAR MEETING NOTICE OF THE
BUTTE COUNTY
AIR QUALITY MANAGEMENT DISTRICT
GOVERNING BOARD
October 28, 2021 - 10:00 a.m.

Meeting Locations:
Butte County Association of Governments Board Room
326 Huss Drive, Suite 100, Chico, California

Biggs Council Chambers
3016 Sixth Street, Biggs, California

Members of the public are encouraged to attend the meeting in real time using the Zoom link and call in information below.

Join Zoom Meeting:
https://us02web.zoom.us/j/87111751705?pwd=em1GWGk2cVJZTExqYmwrwGw2T1pqdz09
Meeting ID: 871 1175 1705
Passcode: 298155
Call-in: 1-669-900-9128

Note: To join the video conference, you will need a webcam and computer audio (speakers and microphone). If you do not have either, you may dial the call-in number listed to join by audio only.

The Governing Board is committed to making its proceedings accessible to all citizens. Individuals with special needs should call the Clerk of the Board at (530) 332-9400, Monday through Friday, 7:30 a.m. to 4:30 p.m. to request disability-related modifications, accommodations or to request materials in alternate formats. All requests for special accommodations and/or alternative format documents must be made 48 hours prior to the meeting. Every reasonable attempt will be made to provide such accommodations.

1. Call to Order and Roll Call.  Chair

2. Additions and Deletions to the Consent Agenda.  Chair
3. Consent Agenda.
   3.1 Minutes of the September 23, 2021 Meeting of the Board of Directors. Chair: Cora Collins
   3.2 Activity Report on Butte County Air Quality Management District Activities. Chair: Stephen Ertle
   3.3 Financial Status Report for Fiscal Year 2021-2022. Chair: Aleah Ing
   3.4 Status Report on Calendar of Events. Chair: Stephen Ertle
   3.5 Status Report on Communications. Chair: Cora Collins

   ACTION REQUESTED: Approve Consent Agenda

REGULAR AGENDA

4. Items removed from the Consent Agenda for Board consideration and actions. Chair

5. Architectural Coatings SCM and Potential Rule Amendment. The District’s current attainment plan and the California Clean Air Act require that the District consider feasible control measures to achieve attainment with State air quality standards. CARB updated Architectural Coating Suggested Control Measures (SCM) in 2007, 2019 and 2020. District Rule 230 Architectural Coatings was last amended in 2002 and incorporated the 2000 version of State’s SCM’s. Chair: Patrick Lucey

   ACTION REQUESTED: Provide direction on Rule 230 Amendments to include current State SCM changes to be adopted at a future Governing Board meeting.

6. Carl Moyer Lawn and Garden Equipment. The existing statewide Carl Moyer Program allows for the funding of lawn and garden equipment replacement projects. Chair: Jason Mandly

   ACTION REQUESTED: Provide Direction.

7. 2021 Biannual AQ Report for April-September. Report on air quality conditions in Butte County through September 2021. Focus will be on the summer ozone season. Chair: Jason Mandly

   ACTION REQUESTED: None. This item is provided for information and discussion.

8. Consider 3-Year Memorandum of Understanding with the Butte County AQMD Employees’ Association. Consider approving a new 3-Year Memorandum of Understanding with the Butte County AQMD Employees’ Association. Chair: Greg Einhorn

   ACTION REQUESTED: Adopt Resolution 2021-23 approving the 3-Year Memorandum of Understanding with the Butte County AQMD Employees’ Association and authorize the Chair to sign.

**ACTION REQUESTED:** Approve the attached amendment to the APCO’s contract as supported by the Executive Committee and authorize the Chair to sign the contract amendment.

10. Presentation: Recognition of Service Plaques. The Board will recognize staff members for their tenures with the District.  

**ACTION REQUESTED:** Presentation of resolutions of appreciation.

11. APCO Report. Report from the Air Pollution Control Officer on current areas of potential interest to your Board, including air quality-related activities at the local, State, and federal scenes.  

**ACTION REQUESTED:** None. This item is provided for information and discussion.

12. Other Business.  

13. Public Comment Period. Any person may address the Board of Directors on any matter within the jurisdiction of the Board that is not on the agenda for this meeting. Any person may address the Board on an agendized item when that time is called. The chair requests that each person addressing the Board limits their presentation to five (5) minutes.


**Agency designated representatives:** Stephen Ertle and Greg Einhorn  
**Employee organization:** Butte County Air Quality Management District Employees Association

15. **ADJOURNMENT:**  
The next Board of Directors Meeting is scheduled for December 9, 2021, at 10:00 a.m. at the Butte County Association of Governments Board Room, 326 Huss Drive, Suite 100, Chico, California.
Due to the COVID-19 pandemic, the meeting was closed to public attendance. Public comments were accepted before and during the meeting by emailing collins@bcagmd.org.

1. Call to Order.

629 Enter Avenue, Suite 15 • Chico, CA  95928

Agenda Item 3.1
Chair Ritter called the meeting to order at 10:00 a.m. at the BCAG Conference Room, 326 Huss Drive, Suite 150, Chico, California.

Roll Call.
PRESENT: Supervisor Connelly, Supervisor Ritter, Supervisor Kimmelshue, Vice Mayor Jones.
REMOTE: Supervisor Lucero, Councilmember Sanchez.
ABSENT: Supervisor Teeter, Vice Mayor Busch, Councilmember Brown, Councilmember Calderon, Councilmember Tryon, Mayor Reynolds.

2. Additions and Deletions to the Consent or Regular Agenda.

No additions or deletions.

3. Consent Agenda.

3.1 Minutes of the June 24, 2021, Meeting of the Board of Directors.
3.2 Activity Report on Butte County Air Quality Management District Activities.
3.3 Financial Status Report for Fiscal Year 2020-2021.
3.4 Financial Status Report for Fiscal Year 2021-2022.
3.5 Status Report on Calendar of Events.
3.6 Status Report on Communications.
3.7 Approve June 18, 2021, Office Closure in Accordance with the New Declared Federal Holiday Juneteenth, and Employee MOU.
3.9 Health Care Disclosure Statement.
3.10 AB 617 Community Support Grants – Program Update.
3.11 Update Authorized Officers on the State Treasury Local Agency Investment Fund (LAIF) Account.
3.12 Fiscal Year 2020-2021 Budget Amendments.
3.13 Authority to Contract with McClelland AC for the Replacement of the District AC/Heat Unit.

ACTION REQUESTED: Approve Consent Agenda Items.

Board comments: None.

Public comments: None.

A motion was made by Supervisor Kimmelshue and seconded by Vice Mayor Jones to approve the Consent Agenda.

Motion carries by the following vote:
AYES: Supervisor Connelly, Supervisor Ritter, Supervisor Kimmelshue (Motion), Vice Mayor Jones (Seconded), Supervisor Lucero, Councilmember Sanchez.
NOES: None.
ABSTAIN: None.
ABSENT: Supervisor Teeter, Vice Mayor Busch, Councilmember Brown, Councilmember Calderon, Councilmember Tryon, Mayor Reynolds.
4. Items removed from the Consent Agenda for Board consideration and actions.

No items removed.


ACTION REQUESTED: Following a Public Hearing, receive the report.

Patrick Lucey, Air Quality Planner. The Air Toxics “Hot Spots” Information and Assessment Act of 1987 (AB 2588) is a State of California public right-to-know law requiring local air quality management and air pollution control districts to collect information about the location, type, and quantity of toxic compounds emitted into the air from specified local businesses and industry. The goals of the AB 2588 Program are to collect emission data, to identify facilities having localized impacts, to ascertain health risks, and to notify nearby residents of significant risks. The 2021 AB 2588 Air Toxic “Hot Spots” Annual Report remains unchanged from previous years. Since the last annual report, the District completed three (3) health risk assessments (HRA) during the permitting process. A health risk assessment evaluates the health risk to the public due to toxic air emission from new or modified facilities. The health risks were below significant levels, and the requested permit were issued by the District.

Board comment: Supervisor Ritter asked how new facilities are added to the evaluation process. Patrick replied, this happens through the application process and priority is given type of emissions emitted, close proximity to a K through 12 school, and by the type of business. He added that all facilities are on this report.

Chair Ritter opened the Public Hearing at 10:07 a.m.

Public comment: None.

Chair Ritter closed the Public Hearing at 10:07 a.m. and received the report.


Jason Mandly, Senior Air Quality Planner. The proposed amended FARMER Program Policies and Procedures Manual outlines how the District will implement the FARMER Program and comply with State requirements. Most of the amendments are administrative and for clarity. The primary amendment is to update the number of on-road truck projects that will be awarded. The reason: on-road trucks do not compete well with off-road equipment, when ranked for cost effectiveness and there are upcoming compliance deadlines specific to on-road trucks. District staff recommend reserving one (1) award for eligible on-road projects per $200,000 of FARMER funding. District staff also recommend not funding Agricultural Utility Terrain Vehicle (UTV) projects with Year 4 FARMER Program funding. District staff will evaluate this project category next year if funding continues.
Eligible projects include off-road equipment replacement, stationary agricultural engine repower (diesel or electric), and heavy-duty truck replacement. The FARMER Program also has provisions that allow agricultural on-road vehicles to be funded at a higher level and with less barriers than the traditional Carl Moyer Program.

The District is waiting for the FARMER funding and plans to start the application process for Year 4 FARMER Program, Year 23 Carl Moyer Program, and Carl Moyer State Reserve, when the funding is received.

Board comments: Supervisor Ritter asked for a clarification of the number of eligible on-road projects. Jason replied (1) award for eligible on-road projects per $200,000 of FARMER funding.

Public Comments: None.

**A motion was made by Supervisor Lucero and seconded by Supervisor Kimmelshue to adopt Resolution 2021-16 approving updates to the FARMER Program Policies and Procedures Manual.**

**Motion carries by the following vote:**

**AYES:** Supervisor Connelly, Supervisor Ritter, Supervisor Kimmelshue (Seconded), Vice Mayor Jones, Supervisor Lucero (Motion), Councilmember Sanchez.

**NOES:** None.

**ABSTAIN:** None.

**ABSENT:** Supervisor Teeter, Vice Mayor Busch, Councilmember Brown, Councilmember Calderon, Councilmember Tryon, Mayor Reynolds.

7. **Summer Wildfire AQ Summary and Review.** Report on wildfire smoke impacts from summer wildfires in and near Butte County.

**ACTION REQUESTED:** Receive Report

Jason Mandly, Senior Air Quality Planner, provided a summer wildfire AQ summary and review. Butte County was impacted by wildfire smoke from the Dixie Fire beginning on July 13, 2021. Smoke impacts became more widespread as the Dixie fire grew. Surrounding fires added to the smoke impacts in Butte County.

The District issued a Joint Air Quality Advisory with Butte County Public Health on July 14, 2021 and re-issued it nine (9) times to reflect changing conditions. The District also worked with Butte County Public Health to update the “Air Quality Recommendations for Butte County Schools” document. This document listed resources on where to find real-time air quality information. Earlier this summer, District staff installed purple air particulate sensors in many communities throughout Butte County, especially in the foothills. These sensors help the public track changing air quality conditions during wildfire smoke impacts.

Board comments: Supervisor Kimmelshue asked how vehicle emissions in Southern California compared to pollution from the fires in Northern California. His concern is the importance of forest management. Jason mentioned that the emissions are and can be tracked. The type of emissions and topography plays a factor in the comparison. He will follow up with comparisons. Stephen added that Item 8 would further discuss this question.

Supervisor Lucero asked if there was funding or studies on the long-term exposure to smoke, to local residents. Staff mentioned studies by state agencies and the Joint Air Quality Advisories with Public Health. Stephen concluded that
the District can do more sharing of information with other agencies with a broader picture of impacts. Staff will share relevant articles with the Board.

Councilmember Sanchez asked how the public is alerted when levels reach the “hazardous” range. Jason replied that the District sends out Air Quality Advisories to school and health care contacts, to the Board and media. Information is updated on the District’s website, social media, and Twitter. Councilmember Sanchez added that some people are not active on social media or watch TV. She suggested the District send an emergency alert when conditions are at the hazardous level.

Supervisor Ritter asked how to access the data from the sensors located outside of Butte County. Jason replied, data for the entire United States can be accessed through Fire.AirNow.gov.

Supervisor Lucero appreciated the graphs and asked if the fires were the reason for the worsening conditions. Jason replied, fires are the prominent reason along with PM 2.5 in the winter months.

Public comments: None.

8. Agriculture Burn Program Coordinator Update: Collaborative Activities to increase Capacity in the Community. Report on the District’s Agricultural Burn Program Coordinator’s collaborative activities with other organizations in the community to increase prescribed burning opportunities and build capacity through relationships with stakeholders.

ACTION REQUESTED: Receive Report

Ursula Parker, Senior Air Quality Compliance Specialist, stated, the District is committed to continuing to support the agricultural and prescribed burning programs through customer service and community outreach and collaboration. Collaborative relationships are vital in reducing impediments to prescribed burning and will, in turn, increase opportunities for prescribed burning and reduce the potential for high intensity wildfire which impacts our community and our neighboring communities.

- District staff participated in a series of Smoke Management Program Plan (SMP Plan) review committee meetings in March 2021 to review the document previously approved in 2016 for opportunities to improve the SMP Plan for a 2022 revision. Several recommendations were made to improve the document including specific areas in the SMP plan that identify superior burn days to maximize agricultural burning (increase in burn acres) without negatively impacting air quality. The recommendations are in review and the committee will reconvene later.
- The District re-signed a five-year long Fire MOU which recognizes the ecological benefits of fire in the management of our forests including the protection of public health and community safety.
- In June 2021, the Agricultural Liaison Committee met to discuss concerns regarding potential impacts due to drought conditions along with other standing items. As previously reported to your Board in May 2021, many ag community members will be faced with managing their fields after harvest by “working” the fields multiple times (chopping, chiseling, and disking the field) more than what would be required with a more traditional flooding method. The increased tractor use in the field may increase diesel and dust emissions.
- The District is a regular attendee at the Butte County Fire Safe Council (BCFSC) Board meetings and the District’s Agricultural Burn Program Coordinator has been a Board member for over a decade. It was announced on September 13, 2021, that the BCFSC was awarded close to one million dollars in funding from
CAL FIRE to implement fuels reduction projects for fire prevention (Roadside Evacuation Hazardous Fuels Reduction). The District continues to support the BCFSC’s Chipper program, which has been offered to residents in Butte County for free by the BCFSC since at least 2002.

- District staff regularly attend community meetings to answer any regulatory questions and to provide support for community programs. In August, staff attended a meeting hosted by the Butte Environmental Council, part of the Community Resilience and Climate Change forum, where presentations included post wildfire recovery and wildfire prevention, including prescribed burning.
- The District was invited to participate on the Statewide Smoke Management Program Training Steering Committee. The Committee was a collaboration between the California Air Pollution Control Officer Association (CAPCOA), the Air Resources Board and air district staff who put together a much-requested training to assist air district staff in their understanding of their roles in increasing the pace and scale of prescribed burning in California. The training included information on the ecological benefits of fire, reducing impediments on prescribed burning, the air quality regulations regarding prescribed burning, public outreach and notification, and monitoring and modeling prescribed burns. District Staff members Jason Mandly and Ursula Parker provided presentations for the training.
- The District has established a relationship with individual landowners, groups of owners who are working together to reduce fuels, and various land management agencies who use fire to manage their land. Because of those positive relationships, the District has been selected as a partner in the upcoming Training Exchange (TREX) program which is focused on local capacity building in prescribed burning in Butte and Plumas Counties. District staff have been participating in twice-monthly meetings developing the program components. These collaborative relationships are vital in reducing impediments to prescribed burning and will, in turn, increase opportunities for prescribed burning and reduce the potential for high intensity wildfire which impacts our community and our neighboring communities.

Board comments: Supervisor Kimmelshue asked if it is safe to conduct prescribed burning in forested lands of Butte County without starting a forest fire. Ursula replied "yes" this is being done, with collaboration and strict guidelines. He also asked if prescribed burning would reduce catastrophic fires. Ursula replied definitely "yes". She concluded that our goal is to reduce the “us” verses “them” attitude. “We are a 100% team player, and they know it.”.

Supervisor Ritter commented that Butte County Air Quality has excellent representation at meetings, and the District has been a front runner and a solid player with Ursula at the table.

Public comments: None.

The Board received the report.

9. **APCO Report.** Report from the Air Pollution Control Officer on current areas of potential interest to your Board, including air quality-related activities at the local, state, and federal scenes.

Stephen Ertle, APCO, reported:

State level:
- Governor Newsom signed AB 361 Brown Act: Remote Meetings During a State of Emergency. Staff will be tracking requirements for future Board meetings.
- Small off-road engine regulation is still in the development stage and will affect new purchased equipment, 2024 deadline for non-generators and 2028 for generators. $30 million has been established through the Air
Resources Board to support this regulation. Feedback was provided through CAPCOA that there should be exemptions in rural areas. This feedback was met with deaf ears. Existing equipment can continue be used. As funding becomes available, the District will ensure that the public can take part in the grant program.

- CARB is proposing certification of our exceptional events for 2018, due to the wildfires. This means, but is not final, that Butte will remain in attainment for 2018.
- Asbestos NESHAP Working Group is meeting today September 23 at 3:00 p.m. Program requirements will be released. The District will be adopting an asbestos program.
- Congratulations to Patrick Lucey, Air Quality Engineer, appointed as Secretary for the CAPCOA Enforcement Managers Committee.
- Cal Fire is developing a statewide permitting program for residential burning.

**Local level:**

- The District hired Dave Campbell to the position of Air Quality Compliance Specialist. He will be introduced to the Board at a future meeting.
- Recruitment for an Assistant APCO will begin on October 1, 2021 and fill by January 2022.

**ACTION REQUESTED:** None. This item is provided for information and discussion.

Board comment: None.

Public comment: None.

10. **Other Business.**

No other business.

11. **Public Comment Period.** Any person may address the Board of Directors on any matter within the jurisdiction of the Board that is not on the agenda for this meeting. Any person may address the Board on an agendized item when that time is called. The Chair requests that each person addressing the Board limits their presentation to five (5) minutes.

No public comments

12. **Adjourn to Closed Session.** Conference with Labor Negotiators.  
   (Government Code Section 54957.6)

   Agency designated representatives: Stephen Ertle and Greg Einhorn

   Employee organization: Butte County Air Quality Management District Employees Association

   Adjourn to Closed Session: 10:55 a.m. Returned from Closed Session: 11:15 a.m.

   Report from Closed Session: Direction was given to the Labor Negotiators.

13. The meeting adjourned at 11:15 a.m. The next Board of Directors Meeting is scheduled for October 28, 2021, at 10:00 a.m. at the Butte County Association of Governments Board Room, 326 Huss Drive, Suite 100, Chico, California.
Date of Release: October 21, 2021
Board Consideration: October 28, 2021

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Stephen Ertle, Air Pollution Control Officer

Re: Activity Report on Butte County Air Quality Management District Activities.

ISSUE:
Summary of District activities for calendar years 2019, 2020 and year 2021 as of September 30th.

ACTION REQUESTED:
Accept and file.

Attachment:
2021 Activity Report
# 2021 Activity Report

<table>
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<th>Activity</th>
<th>2019</th>
<th>2020</th>
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¹ YTD = Year-to-date totals
² Burn Day Status reported below 3000' elevation
To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Aleah Ing, Administrative Services Officer


Date of Release: October 21, 2021
Board Consideration: October 28, 2021

ISSUE:
Financial Status Report.

ACTION REQUESTED:
Accept and File Report.

DISCUSSION:
The attached financial report summarizes the District's quarterly finances during the period of July 1, 2021 to September 30, 2021, and Balance Sheet for the period ending September 30, 2021. The District operated within overall budgeted revenue and expenditures during this first quarter fiscal report.

The Fiscal Year 20/21 field portion of the Audit has been completed. Based on the audit, some reconciling journals may be needed that could affect the financials.

Attachments:
Fiscal Year 21-22 September Balance Sheet
Fiscal Year 21-22 September Revenue & Expense Report
## ASSETS

### Current Assets

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<th>Description</th>
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<td>1013 · Tri Counties - CAP-6855</td>
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<td>Other Current Assets</td>
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## LIABILITIES & EQUITY

### Liabilities

#### Current Liabilities

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<td>2001 · A/P - Grantees</td>
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<td>210011 · PERS Survivor Benefits</td>
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<td>210914 · AB 617</td>
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**Butte Co. Air Quality Management Dist.**

**Balance Sheet**

**As of September 30, 2021**

**Sep 30, 21**
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<thead>
<tr>
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<th>Sep 30, 21</th>
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<td>3005 · Reserved FARMER Prgm</td>
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<td>TOTAL LIABILITIES &amp; EQUITY</td>
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**NOTES:** FY 2021-22 Budget adopted June 24, 2021, Resolution 2021-11; Amended Sept 23, 2021 Board Meeting.
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<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Jul - Sep 21</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
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<td>421 · License and Permits</td>
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<td>4300001 · Civil Settlements</td>
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<td>451 · Intergovernmental</td>
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<td>45000 · Governmental Funds</td>
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<td>4500001 · State Subvention</td>
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<td>45105 · Direct Grant Funds</td>
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<td>4510500 · AB 2588 Hot Spots Fee</td>
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<td>4510501 · 105 Pilot Project Grant Funding</td>
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<table>
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<tr>
<th>Expense</th>
<th>Jul - Sep 21</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
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<td><strong>Payroll Expenses</strong></td>
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<td>514000 · Overtime</td>
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<td><strong>Employee Benefits</strong></td>
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<td>518009 · Cafeteria</td>
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<td>518010 · Other Employee Benefits</td>
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<td>551536</td>
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<tr>
<td><strong>Net Income</strong></td>
<td></td>
<td><strong>-790,131.22</strong></td>
<td><strong>884,958.94</strong></td>
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</table>

**NOTES:** Revenue and Expense Report based on accrual method of accounting.

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Stephen Ertle, Air Pollution Control Officer

Re: Status Report on Calendar of Events.

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
<th>LOCATION</th>
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<tr>
<td>October 1</td>
<td>BCC Meeting</td>
<td>Davis</td>
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<tr>
<td>October 5</td>
<td>CAPCOA Vapor Recovery Committee Meeting</td>
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<tr>
<td>October 6-7</td>
<td>CAPCOA Enforcement Managers Meeting</td>
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<td>October 13</td>
<td>CAPCOA Board Meeting</td>
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<td>October 15</td>
<td>BCC-TAC Meeting</td>
<td>Auburn</td>
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<tr>
<td>October 25-27</td>
<td>CAPCOA Engineering Managers Symposium</td>
<td>Zoom</td>
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<tr>
<td>October 25-27</td>
<td>CAPCOA Fall Membership</td>
<td>Sacramento</td>
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<td>October 28</td>
<td><strong>Butte County AQMD Board Meeting</strong></td>
<td>Chico</td>
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<td>November</td>
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<td>November 2</td>
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<td>November 8-9</td>
<td>Planning Symposium</td>
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<td>November 24</td>
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<td>December 3</td>
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<td>December 17</td>
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Date of Release: October 21, 2021
Board Consideration: October 28, 2021

629 Enter Avenue, Suite 15 ● Chico, CA 95928
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To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Cora Collins, Clerk of the Board

Re: Communications Report.

**ISSUE:**
The attached memo was sent to the Governing Board on October 18 to review the requirements for in-person meetings and AB 361 requirements.

**ACTION REQUESTED:**
Accept and file.

Attachment:
BCAQMD Board Meeting In-Person Notice dated October 18, 2021
As of September 30, Governing Boards or Bodies are required to hold meetings in a manner that allows the public access to each of the voting members during the meeting. Beginning with the October 28, 2021 Governing Board Meeting, the meeting format will revert back to the pre-covid format of in-person attendance by voting members and will be open to the public.

Board members who wish to hold a satellite or remote in-person meeting will need to coordinate that with the Clerk of the Board, Cora Collins, before 4:00 PM on October 20. Note: the satellite or remote location is required to be included on the agenda, the agenda must be posted at each satellite location and the location needs to be open to the public for the meeting.

On September 16, 2021, AB 361 was signed into law to allow Governing Boards and Bodies to hold meetings remotely. To hold a meeting remotely under the provisions of AB 361 the Governing Board or Body is required to make findings that an emergency exists sufficient to warrant no public contact in the form of a resolution at the commencement of each meeting. Because there is no basis for such findings at this time, based on legal review by the California Special Districts Association and District Counsel, I will not be recommending this option at this time.

Cc: Greg Einhorn, District Counsel
To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Patrick Lucey, Air Quality Engineer

Re: Architectural Coatings SCM and Potential Rule Amendment.

Date of Release: October 21, 2021
Board Consideration: October 28, 2021

ISSUE:
The District’s current attainment plan and the California Clean Air Act require that the District consider feasible control measures to achieve attainment with State air quality standards. CARB updated Architectural Coating Suggested Control Measures (SCM) in 2007, 2019 and 2020. District Rule 230 Architectural Coatings was last amended in 2002 and incorporated the 2000 version of State’s SCM’s.

ACTION REQUESTED:
Provide direction on Rule 230 Amendments to include current State SCM changes to be adopted at a future Governing Board meeting.

DISCUSSION:
Butte County is currently designated nonattainment for the California Ambient Air Quality Standard (CAAQS) for ozone. To meet California Clean Air Act requirements, the District participates in the Northern Sacramento Valley Planning Area Triennial Air Quality Attainment Plan. The current Attainment Plan (updated triennially) and Health & Safety Code Section 40914 require air districts to consider every feasible measure to attain the CAAQS for ozone by the earliest practicable date. CARB and the Attainment Plan considers the adoption of SCMs as a feasible measure.

SCMs are developed by CARB to be used as a model rule by air districts and to encourage consistency and uniformity throughout the state. Development of SCMs considers improvements in technology, survey results, emission reductions, cost effectiveness, and economic impacts. District Rule 230 Architectural Coatings is based on the Architectural Coatings SCM developed by CARB in 2000. The SCMs for Architectural Coatings were developed to reduce emissions of Reactive
Organic Gases (ROG), a precursor to ground level ozone. CARB updated their SCM for Architectural Coatings in 2007, 2019, and 2020.

The District works with adjacent Air Districts to complete a Triennial Plan for State Ozone Attainment. Architectural Coating SCM’s are tracked and adopted to meet attainment requirements in the plan. The only Triennial Plan participating District that adopted the 2007 SCM is Feather River (adopted in 2014). The remaining Triennial Plan Districts (Shasta, Tehama, Glenn, Colusa, and Butte) have adopted the 2000 SCM.

A summary of the SCM updates is provided below and in the attached comparison table. District staff are requesting direction from your Board on the feasibility of amending District Rule 230 Architectural Coatings to incorporate the most current updated SCMs.

2007 SCM
Below is a list showing the changes made from the 2000 SCM to the 2007 SCM:

- 10 product categories were added to the SCM (see attached comparison table).
- 13 product categories were removed from the SCM.
- Updated VOC Limits for many products as listed in attached comparison table.
- Simplified reporting for manufacturers (as requested by CARB within 180 days of request) Small containers (under 1 liter) are required to report upon request.
- Updated label requirements.
- Several obsolete provisions deleted.
- Averaging compliance option removed.

District staff estimate that architectural coatings make up about 3.9% of the county’s total ROG emissions. Based on CARB’s 2007 emission reduction calculations and Butte County’s population, staff estimate a reduction of about 0.16 tons per year for ROG, or a 30.9% reduction in 2007. Because most of the state by population has already incorporated the 2007 SCM into their rules, a large percentage of coatings are expected to already be in compliance and actual reductions in 2021 are likely to be less than 2007 estimates. CARB staff estimated that the cost increase per gallon of affected coating would average $1.21 in 2007.

2019 SCM
Below is a list of changes from the 2007 SCM to the 2019 SCM:

- Updating applicability to “Markets” to apply to e-commerce.
- 3 product categories added to the SCM (see attached comparison table).
- 1 project removed from the SCM.
- New VOC limits for colorants.
- Updated VOC limits for 9 types of products.
- Anti-bundling requirements for small containers (circumvention issue).
Staff estimate that the 2019 SCM updates would bring a further 0.027 tons per day of ROG emission reductions (a 7.4% reduction). CARB staff estimated that the cost increase per gallon of affected coating would average $3.82 per gallon in 2019.

**2020 SCM**
The 2020 SCM added Photovoltaic Coatings limits. Photovoltaic Coating use in Butte County is minimal and will not net a substantial reduction in VOC’s.

**RECOMMENDATION:**
The District recommends commencing the Rule 230 Amendment process with stakeholder outreach and public workshopping to incorporate the most current SCMs (2007, 2019, & 2020) and recognize future SCM changes.

Attachments:
Rule 230 – Architectural Coatings (last amended in 2002)
Rule 230 – Architectural Coatings Suggested Control Measure (SCM) VOC Limit Comparison Table
2007 SCM Transmittal Memo from CARB
2019 SCM Transmittal Memo from CARB
RULE 230 Architectural Coatings
(Adopted July 26, 1979; Recodified and Amended August 6, 1985; Amended April 18, 1996;
Recodified and Amended April 25, 2002; Recodified August 22, 2002)

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Rule 230

1 GENERAL

1.1 Purpose: To limit the quantity of Volatile Organic Compounds (VOCs) in architectural coatings supplied, sold, offered for sale, applied, solicited for application, or manufactured for use within the District.

1.2 Applicability: Except as provided in Section 1.4 below, this Rule is applicable to any person who supplies, sells, offers for sale, or manufacturers any architectural coating for use within the District, as well as any person who applies or solicits the application of any architectural coating within the District.

1.3 Severability: If a court of competent jurisdiction issues an order that any provision of this Rule is invalid, it is the intent of the Board of Directors of the District that other provisions of this Rule remain in full force and effect, to the extent allowed by law.

1.4 Exemptions: This Rule does not apply to:

1.4.1 Any architectural coating that is sold or manufactured for use outside of the District or for shipment to other manufacturers for reformulation or repackaging;

1.4.2 Any aerosol coating product; or

1.4.3 Any architectural coating that is sold in a container with a volume of one liter (1.057 quart) or less.

2 DEFINITIONS

2.1 Adhesive: Any chemical substance that is applied for the purpose of bonding two surfaces together other than by mechanical means.

2.2 Aerosol Coating Product: A pressurized coating product containing pigments or resins that dispense product ingredients by means of a propellant, and is packaged in a disposable can for hand-held application, or for use in specialized equipment for ground traffic/marking applications.

2.3 Antenna Coating: A coating labeled and formulated exclusively for application to equipment and associated structural appurtenances that are used to receive or transmit electromagnetic signals.

2.4 Antifouling Coating: A coating labeled and formulated for application to submerged stationary structures and their appurtenances to prevent or reduce the attachment of marine or freshwater biological organisms. To qualify as an antifouling coating, the coating must be registered with both the United States Environmental Protection Agency (EPA) under the Federal Insecticide,
Fungicide, and Rodenticide Act (7 U.S.C. Section 136, *et seq.*.) and with the California Department of Pesticide Regulation.

2.5 **Appurtenances:** Any accessory to a stationary structure coated at the site of installation, whether installed or detached, including but not limited to: bathroom and kitchen fixtures; cabinets; concrete forms; doors; elevators; fences; hand railings; heating equipment, air conditioning equipment, and other fixed mechanical equipment or stationary tools; lampposts; partitions; pipes and piping systems; rain-gutters and down-spouts; stairways, fixed ladders, catwalks, and fire escapes; and window screens.

2.6 **Architectural Coating:** A coating to be applied to stationary structures and their appurtenances at the site of installation, to portable buildings at the site of installation, to pavements, or to curbs. Coatings applied in shop applications or to non-stationary structures such as airplanes, ships, boats, railcars, and automobiles, and adhesives are not considered architectural coatings for the purpose of this Rule.

2.7 **Bitumens:** Black or brown materials including, but not limited to, asphalt, tar, pitch, and asphaltite that are soluble in carbon disulfide, consist mainly of hydrocarbons, and are obtained from natural deposits or as residues from the distillation of crude petroleum or coal.

2.8 **Bituminous Roof Coating:** A coating which incorporates bitumens that is labeled and formulated exclusively for roofing.

2.9 **Bituminous Roof Primer:** A primer which incorporates bitumens that is labeled and formulated exclusively for roofing.

2.10 **Bond Breakers:** A coating labeled and formulated for application between layers of concrete to prevent a freshly poured top layer of concrete from bonding to the layer over which it is poured.

2.11 **Clear Brushing Lacquers:** Clear wood finishes, excluding clear lacquer sanding sealers, formulated with nitrocellulose or synthetic resins to dry by solvent evaporation without chemical reaction and to provide a solid, protective film, which are intended exclusively for application by brush, and which are labeled as specified in Section 4.1.5 of this Rule.

2.12 **Clear Wood Coatings:** Clear and semi-transparent coatings, including lacquers and varnishes, applied to wood substrates to provide a transparent or translucent solid film.

2.13 **Coating:** A material applied onto or impregnated into a substrate for protective, decorative, or functional purposes. Such materials include, but are not limited
Colorant: A concentrated pigment dispersion in water, solvent, and/or binder that is added to an architectural coating after packaging in sale units to produce the desired color.

Concrete Curing Compound: A coating labeled and formulated for application to freshly poured concrete to retard the evaporation of water.

Dry Fog Coating: A coating labeled and formulated only for spray application such that overspray droplets dry before subsequent contact with incidental surfaces in the vicinity of the surface coating activity.

Exempt Compound: For the purposes of this Rule, “exempt compound” has the same meaning as in Rule 102 Definitions. Exempt compounds content of a coating shall be determined by South Coast Air Quality Management District Method 303-91 (Revised August 1996).

Faux Finishing Coating: A coating labeled and formulated as a stain or glaze to create artistic effects including, but not limited to, dirt, old age, smoke damage, and simulated marble and wood grain.

Fire-Resistive Coating: An opaque coating labeled and formulated to protect the structural integrity by increasing the fire endurance of interior or exterior steel and other structural materials, that has been fire tested and rated by a testing agency approved by building code officials for use in bringing assemblies of structural materials into compliance with federal, state, and local building code requirements. The fire-resistive coating and the testing agency must be approved by building code officials. The fire-resistive coating shall be tested in accordance with the American Society for Testing of Materials (ASTM) Designation E 119-98, incorporated by reference in Section 5.2.4.2 of this Rule.

Fire-Resistant Coating: A coating labeled and formulated to retard ignition and flame spread, that has been fire tested and rated by a testing agency approved by building code officials for use in bringing building and construction materials into compliance with federal, State, and local building code requirements. The fire-retardant coating and the testing agency must be approved by building code officials. The fire-retardant coating shall be tested in accordance with ASTM Designation E 84-99, incorporated by reference in Section 5.2.4.1 of this Rule.

Flat Coating: A coating that is not defined under any other definition in this Rule and that registers gloss less than 15 on an 85-degree meter or less than 5 on a 60-degree meter according to ASTM Designation D 523-89 (1999), incorporated by reference in Section 5.2.4.3 of this Rule.
2.22 **Floor Coating:** An opaque coating that is labeled and formulated for application to flooring, including, but not limited to, decks, porches, steps, and other horizontal surfaces which may be subject to foot traffic.

2.23 **Flow Coating:** A coating labeled and formulated exclusively for use by electric power companies or their subcontractors to maintain the protective coating systems present on utility transformer units.

2.24 **Form-Release Compound:** A coating labeled and formulated for application to a concrete form to prevent the freshly poured concrete from bonding to the form. The form may consist of wood, metal, or some other material other than concrete.

2.25 **Graphic Arts Coating Or Sign Paint:** A coating labeled and formulated for hand-application by artists using brush or roller techniques to indoor and outdoor signs (excluding structural components) and murals including lettering enamels, poster colors, copy blockers, and bulletin enamels.

2.26 **High-Temperature Coating:** A high performance coating labeled and formulated for application to substrates exposed continuously or intermittently to temperatures above 204°C (400°F).

2.27 **Industrial Maintenance Coating:** A high performance architectural coating, including primers, sealers, undercoaters, intermediate coats, and topcoats, formulated for application to substrates exposed to one or more of the following extreme environmental conditions listed in Sections 2.27.1 through 2.27.5 below, and labeled as specified in Section 4.1.4 of this Rule:
   - **2.27.1** Immersion in water, wastewater, or chemical solutions (aqueous and non-aqueous solutions), or chronic exposure of interior surfaces to moisture condensation;
   - **2.27.2** Acute or chronic exposure to corrosive, caustic, or acidic agents, or to chemicals, chemical fumes, or chemical mixtures or solutions;
   - **2.27.3** Repeated exposure to temperatures above 121°C (250°F);
   - **2.27.4** Repeated (frequent) heavy abrasion, including mechanical wear and repeated (frequent) scrubbing with industrial solvents, cleansers, or scouring agents; or
   - **2.27.5** Exterior exposure of metal structures and structural components.

2.28 **Lacquer:** A clear or opaque wood coating, including clear lacquer sanding sealers, formulated with cellullosic or synthetic resins to dry by evaporation without chemical reaction and to provide a solid, protective film.

2.29 **Low-Solids Coating:** A coating containing 0.12 kilogram or less of solids per liter (1 pound or less of solids per gallon) of coating material.
2.30 **Magnesite Cement Coating:** A coating labeled and formulated for application to magnesite cement decking to protect the magnesite cement substrate from erosion by water.

2.31 **Mastic Texture Coating:** A coating labeled and formulated to cover holes and minor cracks and to conceal surface irregularities, and is applied in a single coat of at least 10 mils (0.010 inch) dry film thickness.

2.32 **Metallc Pigmented Coating:** A coating containing at least 48 grams of elemental metallic pigment per liter of coating as applied (0.4 pounds per gallon), when tested in accordance with South Coast Air Quality Management District Method 318-95, incorporated by reference in Section 5.2.4.4 of this Rule.

2.33 **Multi-Color Coating:** A coating that is packaged in a single container and that exhibits more than one color when applied in a single coat.

2.34 **Nonflat Coating:** A coating that is not defined under any other definition in this rule and that registers a gloss of 15 or greater on an 85-degree meter and 5 or greater on a 60-degree meter according to ASTM Designation D 523-89 (1999), incorporated by reference in Section 5.2.4.3 of this Rule.

2.35 **Nonflat-High Gloss Coating:** A nonflat coating that registers a gloss of 70 or above on a 60 degree meter according to ASTM Designation D 523-89 (1999), incorporated by reference in Section 5.2.4.3 of this Rule.

2.36 **Non-Industrial Use:** Non-industrial use means any use of architectural coatings except in the construction or maintenance of any of the following:

   2.36.1 facilities used in the manufacturing of goods and commodities;
   2.36.2 transportation infrastructure, including highways, bridges, airports and railroads;
   2.36.3 facilities used in mining activities, including petroleum extraction; and,
   2.36.4 utilities infrastructure, including power generation and distribution, and water treatment and distribution systems.

2.37 **Post-Consumer Coating:** A finished coating that would have been disposed of in a landfill, having completed its usefulness to a consumer, and does not include manufacturing wastes.

2.38 **Pre-Treatment Wash Primer:** A primer that contains a minimum of 0.5 percent by acid, by weight, when tested in accordance with ASTM Designation D 1613-96, incorporated by reference in Section 5.2.4.5 of this Rule, that is labeled and formulated for application directly to bare metal surfaces to provide corrosion resistance and to promote adhesion of subsequent topcoats.
2.39 **Primer:** A coating labeled and formulated for application to a substrate to provide a firm bond between the substrate and subsequent coats.

2.40 **Quick-Dry Enamel:** A nonflat coating that is labeled as specified in Section 4.1.8 of this Rule and that is formulated to have the following characteristics:

2.40.1 Is capable of being applied directly from the container under normal conditions with ambient temperatures between 16 and 27°C (60 and 80°F);

2.40.2 When tested in accordance with ASTM Designation D-1640-95, incorporated by reference in Section 5.2.4.6 of this Rule, sets to touch in 2 hours or less, is tack free in 4 hours or less, and dries hard in 8 hours or less by the mechanical test method; and

2.40.3 Has a dried film gloss of 70 or above on a 60 degree meter.

2.41 **Quick Dry Primer, Sealer And Undercoater:** A primer, sealer or undercoater that is dry to the touch in 30 minutes and can be recoated in 2 hours when tested in accordance with ASTM Designation 1640-95, incorporated by reference in Section 5.2.4.6 of this Rule.

2.42 **Recycled Coating:** An architectural coating formulated such that not less than 50 percent of the total weight consists of secondary and post-consumer coating, with not less than 10 percent of the total weight consisting of post-consumer coating.

2.43 **Residential:** Areas where people reside or lodge, including, but not limited to, single and multiple family dwellings, condominiums, mobile homes, apartment complexes, motels, and hotels.

2.44 **Roof Coating:** A non-bituminous coating labeled and formulated exclusively for application to roofs for the primary purpose of preventing penetration of the substrate by water or reflecting heat and ultraviolet radiation. Metallic pigmented roof coatings which qualify as Metallic Pigmented Coating shall not be considered to be in this category, but shall be considered to be in the Metallic Pigmented Coating category.

2.45 **Rust Preventative Coating:** A coating formulated for non-industrial use to prevent the corrosion of metal surfaces and labeled as specified in Section 4.1.6 of this Rule.

2.46 **Sanding Sealer:** A clear or semi-transparent wood coating labeled and formulated for application to bare wood to seal the wood and to provide a coat that can be abraded to create a smooth surface for subsequent applications of coatings. A sanding sealer that also meets the definition of a lacquer is not included in this category, but is included in the lacquer category.
2.47 **Sealer:** A coating labeled and formulated for application to a substrate for one or more of the following purposes: to prevent subsequent coatings from being absorbed by the substrate, or to prevent harm to subsequent coatings by materials in the substrate.

2.48 **Secondary Coating (Rework):** A fragment of a finished coating or a finished coating from a manufacturing process that has converted resources into a commodity of real economic value, but does not include excess virgin resources of the manufacturing process.

2.49 **Shellac:** A clear or opaque coating formulated solely with the resinous secretions of the lac beetle (Laccifer lacca), thinned with alcohol, and formulated to dry by evaporation without a chemical reaction.

2.50 **Shop Application:** Application of a coating to a product or a component of a product in or on the premises of a factory or a shop as part of a manufacturing, production, or repairing process (e.g., original equipment manufacturing coatings).

2.51 **Solicit:** To require for use or to specify, by written or oral contract.

2.52 **Specialty Primer, Sealer And Undercoater:** A coating labeled as specified in Section 4.1.7 of this Rule and that is formulated for application to a substrate to seal fire, smoke or water damage; to condition excessively chalky surfaces, or to block stains. An excessively chalky surface is one that is defined as having a chalk rating of four or less as determined by ASTM Designation D 4214-98, incorporated by reference in Section 5.2.4.7 of this Rule.

2.53 **Stain:** A clear, semitransparent, or opaque coating labeled and formulated to change the color of a surface but not conceal the grain pattern or texture.

2.54 **Swimming Pool Coating:** A coating labeled and formulated to coat the interior of swimming pools and to resist swimming pool chemicals.

2.55 **Swimming Pool Repair And Maintenance Coating:** A rubber based coating labeled and formulated to be used over existing rubber based coatings for the repair and maintenance of swimming pools.

2.56 **Temperature-Indicator Safety Coating:** A coating labeled and formulated as a color-changing indicator coating for the purpose of monitoring the temperature and safety of the substrate, underlying piping, or underlying equipment, and for application to substrates exposed continuously or intermittently to temperatures above 204°C (400°F).
2.57 **Tint Base:** An architectural coating to which colorant is added after packaging in sale units to produce a desired color.

2.58 **Traffic Marking Coating:** A coating labeled and formulated for marking and stripping streets, highways, or other traffic surfaces including, but not limited to, curbs, berms, driveways, parking lots, sidewalks, and airport runways.

2.59 **Undercoater:** A coating labeled and formulated to provide a smooth surface for subsequent coats.

2.60 **Varnish:** A clear or semi-transparent wood coating, excluding lacquers and shellacs, formulated to dry by chemical reaction on exposure to air. Varnishes may contain small amounts of pigment to color a surface, or to control the final sheen or gloss of the finish.

2.61 **Volatile Organic Compound (VOC):** Any compound containing at least one atom of carbon, excluding any exempt compound as identified in Rule 101 Definitions.

2.62 **VOC Content:** The weight of VOC per volume of coating, calculated according to the procedures specified in Section 4.2 of this Rule.

2.63 **Waterproofing Sealer:** A coating labeled and formulated for application to a porous substrate for the primary purpose of preventing the penetration of water.

2.64 **Waterproofing Concrete/Masonry Sealer:** A clear or pigmented film-forming coating that is labeled and formulated for sealing concrete and masonry to provide resistance against water, alkalis, acids, ultraviolet light, and staining.

2.65 **Wood Preservative:** A coating labeled and formulated to protect exposed wood from decay or insect attack, that is registered with both the EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (7 United States Code (U.S.C.) Section 136, *et seq.* ) and with the California Department of Pesticide Regulation.)

3 **STANDARDS**

3.1 **VOC CONTENT LIMITS:** Except as provided in Sections 3.2, 3.3, 3.8, and 3.9 below, no person shall: (i) manufacture, blend, or repackage for sale within the District; (ii) supply, sell, or offer for sale within the District; or (iii) solicit for application or apply within the District, any architectural coating with a VOC content in excess of the corresponding limit specified in the following table. Limits are expressed in grams of VOC per liter of coating thinned to the manufacturer’s maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases. “Manufacturer’s maximum recommendation” means the maximum recommendation for thinning
that is indicated on the label or lid of the coating container.

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<tr>
<td>Bond Breakers</td>
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<tr>
<td>Clear Wood Coatings:</td>
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<tr>
<td>Clear Brushing</td>
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<td>Lacquer</td>
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<tr>
<td>Lacquers (including lacquer sanding sealers)</td>
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<tr>
<td>Sanding Sealers (other than lacquer sanding sealers)</td>
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<td>Varnishes</td>
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<td>Dry Fog Coatings</td>
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<td>Faux Finishing Coatings</td>
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<td>Clear</td>
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<td>Opaque</td>
<td>Exempt</td>
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<td>Flow Coatings</td>
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<td>Form-Release Compounds</td>
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<td>Graphic Arts Coatings (Sign Paints)</td>
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<td>High Temperature Coatings</td>
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<td>Industrial Maintenance Coatings</td>
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<td>Low Solids Coatings</td>
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<td>Coating Category</td>
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<td>Multi-Color Coatings</td>
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<td>Pre-Treatment Wash Primers</td>
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<td>Primers, Sealers, and Undercoaters</td>
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<td>Quick-Dry Enamels</td>
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<td>Quick-Dry Primers, Sealers, Undercoaters</td>
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<td>Recycled Coatings</td>
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<td>Roof Coatings</td>
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<td>Rust Preventative Coatings</td>
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<td>Shellacs:</td>
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<td>Clear</td>
<td>Exempt</td>
<td>730</td>
<td></td>
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<tr>
<td>Opaque</td>
<td>Exempt</td>
<td>550</td>
<td></td>
</tr>
<tr>
<td>Specialty Primers, Sealers and Undercoaters</td>
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<td>Stains</td>
<td>650</td>
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<tr>
<td>Swimming Pool Coatings</td>
<td>Exempt</td>
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<td>Swimming Pool Repair and Maintenance Coatings</td>
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<td>Temperature-Indicator Safety Coatings</td>
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<td>Traffic Marking Coatings</td>
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<td>Waterproofing Concrete/Masonry Sealers</td>
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</tr>
<tr>
<td>Wood Preservatives</td>
<td>650</td>
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<td></td>
</tr>
</tbody>
</table>

1. The specified limits remain in effect unless revised limits are listed in subsequent columns in the table.
2. Units are grams of VOC per liter or coating, including water and exempt compounds. Conversion factor: one pound VOC per gallon (U.S.) = 119.95 grams VOC per liter

3.2 Most Restrictive VOC Limits: If anywhere on the container of any architectural coating or any label or sticker affixed to the container, or in any sales, advertising, or technical literature supplied by a manufacturer or anyone acting on their behalf, any representation is made that indicates that the coating meets the definition of or is recommended for use for more than one of the coating categories listed in the table in Section 3.1 above, then the most restrictive VOC content limit shall apply. This provision does not apply to the coating categories specified below:

Lacquer coatings (including lacquer sanding sealers)
Metallic pigmented coatings  
Shellacs  
Fire-retardant coatings  
Pretreatment wash primers  
Industrial maintenance coatings  
Low-solids coatings  
Wood preservatives  
High temperature coatings  
Temperature-indicator safety coatings  
Antenna coatings  
Antifouling coatings  
Flow coatings  
Bituminous roof primers  
Specialty primers, sealers, and undercoaters

3.3 Sell-Through Of Coatings:  
3.3.1 A coating manufactured prior to the January 1, 2003 or January 1, 2004 effective date specified for that coating in Section 3.1 may be sold, supplied, or offered for sale for up to three years after the specified effective date. In addition, a coating manufactured before the effective date specified for that coating in the table in Section 3.1 may be applied at any time, both before and after the specified effective date, so long as the coating complied with the standards in effect at the time the coating was manufactured. Section 3.3 does not apply to any coating that complies with the future effective January 1, 2003 or January 1, 2004 limits or that does not display the date or date-code required by Section 4.1.1 of this Rule.

3.3.2 A coating included in an approved Averaging Program specified in Section 6.2 of this Rule that does not comply with the specified limit in the table in Section 3.1 of this Rule may be sold, supplied, or offered for sale for up to three years after the end of the compliance period specified in the approved Averaging Program. In addition, such a coating may be applied at any time, both during and after the compliance period. This Section does not apply to any coating that does not display on the container either the statement: “This product is subject to architectural coatings averaging provisions in California” or a substitute symbol specified by the Executive Officer of the California Air Resources Board (CARB). This Section shall remain in effect until January 1, 2008.

3.4 Painting Practices: All architectural coating containers used to apply the contents therein to a surface directly from the container by pouring, siphoning, brushing, rolling, padding, ragging or other means, shall be closed when not in use. These architectural coating containers include, but are not limited to, drums, buckets, cans, pails, trays or other application containers. Containers of
any VOC-containing materials used for thinning and cleanup shall also be closed when not in use.

3.5 **Thinning:** No person who applies or solicits the application of any architectural coating shall apply a coating that is thinned to exceed the applicable VOC limit specified in the table in Section 3.1 of this Rule.

3.6 **Rust Preventative Coatings:** Effective January 1, 2004, a person shall only apply or solicit the application of any rust preventative coating for nonindustrial use, unless such a rust preventative coating complies with the industrial maintenance VOC limit specified in the table in Section 3.1 of this Rule.

3.7 **Coatings Not Listed In Section 3.1 of this Rule:** For any coating that does not meet any of the definitions for the specialty coatings categories listed in the table in Section 3.1, the VOC content limit shall be determined by classifying the coating as a flat coating or a nonflat coating, based on its gloss, as defined in Section 2.21, 2.34 and 2.35 of this Rule and the corresponding flat or nonflat VOC limit shall apply.

3.8 **Lacquers:** Notwithstanding the provisions of Sections 3.1 and 3.5 above, a person or facility may add up to 10 percent by volume of VOC to a lacquer to avoid blushing of the finish during days with relative humidity greater than 70 percent and temperature below 65 degrees Fahrenheit, at the time of application, provided that the coating contains acetone and no more than 550 grams of VOC per liter of coating, less water and exempt compounds, prior to the addition of VOC.

3.9 **Averaging Compliance Option:** On or after January 1, 2003, in lieu of compliance with the specified limits in the table in Section 3.1 of this Rule for floor coatings; industrial maintenance coatings; primers, sealers, and undercoaters; quick-dry primers, sealers, and undercoaters; quick-dry enamels; roof coatings; bituminous roof coatings; rust preventative coatings; stains; waterproofing sealers, as well as flats and nonflats (excluding recycled coatings), manufacturers may average designated coatings such that their actual cumulative emissions from the averaged coatings are less than or equal to the cumulative emissions that would have been allowed under those limits over a compliance period not to exceed one year. Such manufacturers must also comply with the averaging provisions contained in Section 6 of this Rule, as well as maintain and make available for inspection records for at least three years after the end of the compliance period. This Section 3.9 above and Section 6 shall cease to be effective on January 1, 2005, after which averaging will no longer be allowed.

4 **ADMINISTRATIVE REQUIREMENTS**
4.1 **Container Labeling Requirements:** Each manufacturer of any architectural coating subject to this Rule shall display the information listed in Sections 4.1.1 through 4.1.9 below on the coating container (or label) in which the coating is sold or distributed.

4.1.1 **Date Code:** The date the coating was manufactured, or a date code representing the date, shall be indicated on the label, lid, or bottom of the container. If the manufacturer uses a date code for any coating, the manufacturer shall file an explanation of each code with the CARB Executive Officer.

4.1.2 **Thinning Recommendations:** A statement of the manufacturer's recommendation regarding thinning of the coating shall be indicated on the label or lid of the container. This requirement does not apply to the thinning of architectural coatings with water. If thinning of the coating prior to use is not necessary, the recommendation must specify that the coating is to be applied without thinning.

4.1.3 **VOC Content:** Each container of any coating subject to this Rule shall display either the maximum or the actual VOC content of the coating, as supplied, including the maximum thinning as recommended by the manufacturer. VOC content shall be displayed as grams of VOC per liter of coating. VOC content displayed shall be calculated using product formulation data, or shall be determined using the test method in Section 5.2 of this Rule. The equations in Section 4.2 of this Rule shall be used to calculate VOC content.

4.1.4 **Industrial Maintenance Coatings:** In addition to the information specified in Sections 4.1.1, 4.1.2 and 4.1.3 above, each manufacturer of any industrial maintenance coating subject to this Rule shall display on the label or lid of the container in which the coating is sold or distributed one or more of the descriptions listed in Sections 4.1.4.1. through 4.1.4.3 below:

4.1.4.1 “For industrial use only.”
4.1.4.2 “For professional use only.”
4.1.4.3 “Not for residential use” or “Not intended for residential use.”

4.1.5 **Clear Brushing Lacquers:** Effective January 1, 2003, the labels of all clear brushing lacquers shall prominently display the statements “For brush application only,” and “This product must not be thinned or sprayed.”

4.1.6 **Rust Preventative Coatings:** Effective January 1, 2003, the labels of all rust preventative coatings shall prominently display the statement “For Metal Substrates Only.”

4.1.7 **Specialty Primers, Sealers, And Undercoaters:** Effective January 1, 2003, the labels of all specialty primers, sealers, and undercoaters shall prominently display one or more of the descriptions listed in Sections 4.1.7.1. through 4.1.7.5 below:

4.1.7.1 For blocking stains.
4.1.7.2 For fire-damaged substrates.
4.1.7.3 For smoke-damaged substrates.
4.1.7.4 For water-damaged substrates.
4.1.7.5 For excessively chalky substrates.

4.1.8 Quick-Dry Enamels: Effective January 1, 2003, the labels of all quick dry enamels shall prominently display the words “Quick Dry” and the dry hard time.

4.1.9 NonFlat-High Gloss Coatings: Effective January 1, 2003, the labels of all nonflat-high gloss coatings shall prominently display the words “High Gloss.”

4.2 Calculation Of VOC Content: For the purpose of determining compliance with the VOC content limits in the table in Section 3.1 of this Rule, the VOC content of a coating shall be determined by using the procedures described in Sections 4.2.1 or 4.2.2 below, as appropriate. The VOC content of a tint base shall be determined without colorant that is added after the tint base is manufactured,

4.2.1 With the exception of low solids coatings, determine the VOC content in grams of VOC per liter of coating thinned to the manufacturer’s maximum recommendation, excluding the volume of any water and exempt compounds. Determine the VOC content using the following equation:

\[
\text{VOC Content} = \frac{(W_s - W_w - W_{ec})}{(V_m - V_w - V_{ec})}
\]

Where:
- \(\text{VOC content}\) = grams of VOC per liter of coating
- \(W_s\) = weight of all volatiles, in grams
- \(W_w\) = weight of water, in grams
- \(W_{ec}\) = weight of exempt compounds, in grams
- \(V_m\) = volume of coating, in liters
- \(V_w\) = volume of water, in liters
- \(V_{ec}\) = volume of exempt compounds, in liters

4.2.2 For low solids coatings, determine the VOC content in units of grams of VOC per liter of coating thinned to the manufacturer’s maximum recommendation, including the volume of any water and exempt compounds. Determine the VOC content using the following equation:

\[
\text{VOC Content}_{ls} = \frac{(W_s - W_w - W_{ec})}{V_m}
\]

Where:
- \(\text{VOC content}_{ls}\) = the VOC content of a low solids coating in grams of VOC per liter of coating
- \(W_s\) = weight of all volatiles, in grams
- \(W_w\) = weight of water, in grams
- \(W_{ec}\) = weight of exempt compounds, in grams
\[ V_m = \text{volume of coating, in liters} \]

5 MONITORING AND RECORDS

5.1 Reporting Requirements

5.1.1 Clear Brushing Lacquers: Each manufacturer of clear brushing lacquers shall, on or before April 1 of each calendar year beginning in the year 2004, submit an annual report to the CARB Executive Officer. The report shall specify the number of gallons of clear brushing lacquers sold in California during the preceding calendar year, and shall describe the method used by the manufacturer to calculate State sales.

5.1.2 Rust Preventative Coatings: Each manufacturer of rust preventative coatings shall, on or before April 1 of each calendar year beginning in the year 2004, submit an annual report to the CARB Executive Officer. The report shall specify the number of gallons of rust preventative coatings sold in California during the preceding calendar year, and shall describe the method used by the manufacturer to calculate State sales.

5.1.3 Specialty Primers, Sealers, And Undercoaters: Each manufacturer of specialty primers, sealers, and undercoaters shall, on or before April 1 of each calendar year beginning in the year 2004, submit an annual report to the CARB Executive Officer. The report shall specify the number of gallons of specialty primers, sealers, and undercoaters sold in California during the preceding calendar year, and shall describe the method used by the manufacturer to calculate State sales.

5.1.4 Toxic Exempt Compounds: For each architectural coating that contains perchloroethylene or methylene chloride, the manufacturer shall, on or before April 1 of each calendar year beginning in the year 2004, report to the CARB Executive Officer the following information for products sold in California during the preceding year:

5.1.4.1 the product brand name and a copy of the product label with legible usage instructions;

5.1.4.2 the product category listed in the table in Section 3.1 of this Rule to which the coating belongs;

5.1.4.3 the total sales in California during the calendar year to the nearest gallon;

5.1.4.4 the volume percent, to the nearest 0.10 percent, of perchloroethylene and methylene chloride in the coating.

5.1.5 Recycled Coating: Manufacturers of recycled coatings must submit a letter to the CARB Executive Officer certifying their status as a Recycled Paint Manufacturer. The manufacturer shall, on or before April 1 of each calendar year beginning in the year 2004, submit an
annual report to the CARB Executive Officer. The report shall include, for all recycled coatings, the total number of gallons distributed in California during the preceding year, and shall describe the method used by the manufacturer to calculate California’s distribution.

5.1.6 **Bituminous Coatings:** Each manufacturer of bituminous roof coatings or bituminous roof primers shall, on or before April 1 of each calendar year beginning in the year 2004, submit an annual report to the CARB Executive Officer. The report shall specify the number of gallons of bituminous roof coatings or bituminous roof primers sold in California during the preceding calendar year, and shall describe the method used by the manufacturer to calculate California’s sales.

5.2 **Testing Procedure**

5.2.1 **VOC Content:** To determine the physical properties of a coating in order to perform the calculation in Section 4.2 of this Rule, the reference method for VOC content is EPA Method 24, incorporated by reference in Section 5.2.4.11 of this Rule, except as provided in Sections 5.2.2 and 5.2.3 below. An alternative method to determine the VOC content of coatings is South Coast Air Quality Management District Method 304-91 (Revised February 1996), incorporated by reference in Section 5.2.4 of this Rule. The exempt compounds content shall be determined by South Coast Air Quality Management District Method 303-91 (Revised August 1996), incorporated by reference in Section 5.2.4.10 of this Rule. To determine the VOC content of a coating, the manufacturer may use EPA Method 24, or an alternative method as provided in Section 5.2.2 below, formulation data, or any other reasonable means for predicting that the coating has been formulated as intended (e.g. quality assurance checks, recordkeeping). However, if there are any inconsistencies between the results of an EPA Method 24 test and any other means for determining VOC content, the EPA Method 24 test results will govern, except when an alternative method is approved as specified in Section 5.2.2 below. The District Air Pollution Control Officer may require the manufacturer to conduct an EPA Method 24 analysis.

5.2.2 **Alternative Test Method:** Other test methods demonstrated to provide results that are acceptable for purposes of determining compliance with Section 5.2.1 above, after review and approved in writing by the staffs of the District, CARB and EPA, may also be used.

5.2.3 **Methacrylate Traffic Marking Coatings:** Analysis of methacrylate multicomponent coatings used as traffic marking coatings shall be conducted according to a modification of EPA Method 24 (40 CFR 59, subpart D, Appendix A), incorporated by reference in Section 5.2.4.14 of this Rule. This method has not been approved for methacrylate multicomponent coatings used for purposes other than as traffic
marking coatings or for other classes of multicomponent coatings.

5.2.4 Test Methods: The following test methods are incorporated by reference herein, and shall be used to test coatings subject to provisions of this Rule:

5.2.4.1 Flame Spread Index: The flame spread index of a fire-retardant coating shall be determined by ASTM Designation E 84-99, “Standard Test Method for Surface Burning Characteristics of Building Materials,” (see Section 2.20 of this Rule, Fire-Retardant Coating).


5.2.4.3 Gloss Determination: The gloss of a coating shall be determined by ASTM Designation D 523-89 (1999), “Standard Test Method for Specular Gloss,” (see Section 2.21, 2.34, 2.35 and 2.40 of this Rule, Flat Coating, Nonflat Coating, Nonflat-High Gloss Coating, and Quick-Dry Enamels).

5.2.4.4 Metal Content of Coatings: The metallic content of a coating shall be determined by South Coast Air Quality Management District Method 318-95, “Determination of Weight Percent Elemental Metal in Coatings by X-Ray Diffraction,” South Coast Air Quality Management District “Laboratory Methods of Analysis for Enforcement Samples,” (see Section 2.32 of this Rule, Metallic Pigmented Coating).

5.2.4.5 Acid Content of Coatings: The acid content of a coating shall be determined by ASTM Designation D 1613-96, “Standard Test Method for Acidity in Volatile Solvents and Chemical Intermediates Used in Paint, Varnish, Lacquer, and Related Products,” (see Section 2.38 of this Rule, Pre-Treatment Wash Primers).

5.2.4.6 Drying Times: The set-to-touch, dry-hard, dry-to-touch, and dry-to-recoat times of a coating shall be determined by ASTM Designation D 1640-95, “Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings at Room Temperature, “ (see Section 2.40 and 2.41 of this Rule, Quick-Dry Enamel and Quick-Dry Primer, Sealer, and Undercoater). The tack-free time of a quick-dry enamel coating shall be determined by the Mechanical Test Method of ASTM Designation D 1640-95.

5.2.4.7 Surface Chalkiness: The chalkiness of a surface shall be

5.2.4.8 **Exempt Compounds – Siloxanes:** Exempt compounds that are cyclic, branched, or linear completely methylated siloxanes, shall be analyzed as exempt compounds for compliance with Section 5.2 of this Rule by Bay Area Air Quality Management District Method 43, “Determination of Volatile Methylsiloxanes in Solvent-Based Coatings, Inks, and Related Materials,” Bay Area Air Quality Management District Manual of Procedures, Volume III, adopted 11/6/96, (see Section 2.61 of this Rule, Volatile Organic Compounds and Section 5.2.1 of this Rule).

5.2.4.9 **Exempt Compounds – Parachlorobenzotrifluoride (PCBTF):** The exempt compound parachlorobenzotrifluoride, shall be analyzed as an exempt compound for compliance with Section 5.2 of this Rule by Bay Area Air Quality Management District Method 41, “Determination of Volatile Organic Compounds in Solvent-Based Coatings and Related Materials Containing Parachlorobenzotrifluoride, Bay Area Air Quality Management District Manual of Procedures, Volume III, adopted 12/20/95, (see Section 2.61 of this Rule, Volatile Organic Compound and Section 5.2.1 of this Rule).

5.2.4.10 **Exempt Compounds:** For the purposes of this Rule, “exempt compound has the same meaning as in Rule 102 Definitions. The content of compounds exempt under EPA Method 24 shall be analyzed by South Coast Air Quality Management District Method 303-91 (Revised August 1996), “Determination of Exempt Compounds,” South Coast Air Quality Management District “Laboratory Methods of Analysis for Enforcement Samples”, (see Section 2.61 of this Rule, Volatile Organic Compound and Section 5.2.1 of this Rule).

5.2.4.11 **VOC Content of Coatings:** The VOC content of a coating shall be determined by EPA Method 24 as it exists in appendix A of 40 Code of Federal Regulations (CFR) part 60, “Determination of Volatile Matter Content, Water Content, Density, Volume Solids, and Weight Solids of Surface Coatings,” (see Section 5.2.1 of this Rule.)

5.2.4.12 **Alternative VOC Content of Coatings:** The VOC content of coatings may be analyzed either by EPA
Method 24 or South Coast Air Quality Management District Method 304-91 (Revised 1996), “Determination of Volatile Organic Compounds (VOC) in Various Materials,” South Coast Air Quality Management District “Laboratory Methods of Analysis for Enforcement Samples,” (see Section 5.2.1 of this Rule)

5.2.4.13 **Methacrylate Traffic Marking Coatings:** The VOC content of methacrylate multicomponent coatings used as traffic marking coatings shall be analyzed by the procedures in 40 CFR part 59, subpart D, appendix A, “Determination of Volatile Matter Content of Methacrylate Multicomponent Coatings Used as Traffic Marking Coatings,” (September 11, 1998), (see Section 5.2.1 of this Rule).

6 **AVERAGING PROVISION**

6.1 **Averaging Emissions:** The manufacturer shall demonstrate that actual emissions from the coatings being averaged are less than or equal to the allowable emissions, for the specified compliance period using the following equation:

\[
\sum_{i=1}^{n} G_i M_i \leq \sum_{i=1}^{n} G_i V_i L_i
\]

Where:

- \( \sum_{i=1}^{n} G_i M_i \) = Actual Emissions
- \( \sum_{i=1}^{n} G_i V_i L_i \) = Allowable Emissions

\( G_i \) = Total Gallons of Product (i) subject to Averaging;

\( M_i \) = Material VOC Content of Product (I), in pounds per gallon;

\[
M_i = \frac{W_s - W_w - W_{ec}}{V_{m}}
\]

\( V_i \) = Percent by Volume Solids and VOC in Product (i);

\[
V_i = \frac{V_{m} - V_w - V_{ec}}{V_{m}}
\]

Where: \( W_s, W_w, W_{ec}, V_{m}, V_w, \) and \( V_{ec} \) are defined in Section 4.2 of this
Rule, except that in this Section weights are in pounds and volumes are in gallons.
For Non-Zero VOC Coatings:

\[ V_i = \frac{\text{Material VOC (also known as VOC Actual)}}{\text{Coating VOC (also known as VOC Regulatory)}} \]

Where:
\[ \text{Coating VOC} = \frac{W_s - W_w - W_{ec}}{V_m - V_w - V_{ec}} \]

For Zero VOC Coatings:
\[ V_i = \text{Percent Solids by Volume} \]
\[ L_i = \text{Regulatory VOC Content Limit for Product (I), in pounds per gallon (as listed in the table in Section 3.1 of this Rule.)} \]

The averaging is limited to coatings that are designated by the manufacturer. Any coating not designated in the averaging Program shall comply with the VOC limit in the table in Section 3.1. The manufacturer shall not include any quantity of coatings that it knows or should have known will not be used in California, if statewide coatings data are used. If district-specific coatings data are used, the manufacturer shall not include any quantity of coatings that it knows or should have known will not be used in the District.

6.1.1 In addition to the requirements specified in Section 6.1 above, manufacturers shall not include in an Averaging Program any coating with a VOC content in excess of the following maximum VOC content, for the applicable categories.

<table>
<thead>
<tr>
<th>Averaging Categories and VOC Ceiling (Maximum VOC Allowed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
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<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>Flat Coating</td>
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<tr>
<td>Nonflat Coating</td>
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<tr>
<td>Floor Coatings</td>
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<tr>
<td>Industrial Maintenance</td>
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<tr>
<td>Coatings</td>
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<tr>
<td>Primers, Sealers, and</td>
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<td>Undercoaters</td>
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<tr>
<td>Quick-Dry Primers, Sealers,</td>
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<tr>
<td>and Undercoaters</td>
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<td>Quick-Dry Enamels</td>
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6.2 **Averaging Program (Program):** At least six months prior to the start of the compliance period, manufacturers shall submit an Averaging Program to the CARB Executive Officer. As used in this Section 6, “Executive Officer” means the Executive Officer of the California Air Resources Board. Averaging may not be implemented until the Program is approved in writing by the Executive Officer.

Within 45 days of submittal of a complete Program, the Executive Officer shall either approve or disapprove the Program. The Program applicant and the Executive Officer may agree to an extension of time for the Executive Officer to take action on the Program.

6.3 **General Requirements:** The Program shall include all necessary information for the Executive Officer to make a determination as to whether the manufacturer may comply with the averaging requirements over the specified compliance period in an enforceable manner. Such information shall include, but is not limited to, the following:

6.3.1 An identification of the contact persons, telephone numbers, and name of the manufacturer who is submitting the Program.

6.3.2 An identification of each coating that has been selected by the manufacturer for inclusion in this program that exceeds the applicable VOC limit in the table in Section 3.1 of this Rule, its VOC content specified in units of both VOC actual and VOC regulatory, and the designation of the coating category.

6.3.3 A detailed demonstration showing that the projected actual emissions will not exceed the allowable emissions for a single compliance period that the Program will be in effect. In addition, the demonstration shall include VOC content information for each coating that is below the compliance limit in the table in Section 3.1 of this Rule. The demonstration shall use the equation specified in Section 6.1 of this Rule for projecting the actual emissions and allowable emissions during each compliance period. The demonstration shall also include all VOC content levels and projected volume sold within the State for each coating listed in the Program during each compliance period. The requested data can be summarized in a matrix form.

6.3.4 A specification of the compliance period(s) and applicable reporting dates. The length of the compliance period shall not be more than one year or less than six months.

6.3.5 An identification and description of all records to be made available to
the Executive Officer upon request, if different than those identified under Section 6.3.6 below.

6.3.6 An identification and description of specific records to be used in calculating emissions for the Program and subsequent reporting, and a detailed explanation as to how those records will be used by the manufacturer to verify compliance with the averaging requirements.

6.3.7 A statement, signed by a responsible party for the manufacturer, that all information submitted is true and correct, and that records will be made available to the Executive Officer upon request.

6.4 REPORTING REQUIREMENTS

6.4.1 Mid-Term Report: For every single compliance period, the manufacturer shall submit a mid-term report listing all coatings subject to averaging during the first half of the compliance period, detailed analysis of the actual and allowable emissions at the end of the mid-term, and an explanation as to how the manufacturer intends to achieve compliance by the end of the compliance period. The report shall be signed by the responsible party for the manufacturer, attesting that all information submitted is true and correct. The mid-term report shall be submitted within 45 days after the midway date of the compliance period. A manufacturer may request, in writing, an extension of up to 15 days for submittal of the mid-term report.

6.4.2 End of Compliance Period/Termination of Program Report: Within 60 days after the end of the compliance period or upon termination of the Program, whichever is sooner, the manufacturer shall submit to the Executive Officer a report listing all coatings subject to averaging during the compliance period, providing a detailed demonstration of the balance between the actual and allowable emissions for the compliance period, any identification and description of specific records used by the manufacturer to verify compliance with the averaging requirement, and any other information requested by the Executive Officer to determine whether the manufacturer complied with the averaging requirements over the specified compliance period. The report shall be signed by the responsible party for the manufacturer, attesting that all information submitted is true and correct, and that records will be made available to the Executive Officer upon request. A manufacturer may request, in writing, an extension of up to 30 days for submittal of the final report.

6.5 Renewal Of A Program: A Program automatically expires at the end of the compliance period. The manufacturer may request a renewal of the Program by submitting a renewal request that shall include an updated Program, meeting all applicable Program requirements. The renewal request will be considered
conditionally approved until the Executive Officer makes a final decision to deny or approve the renewal request based on a determination of whether the manufacturer is likely to comply with the averaging requirements. The Executive Officer shall base such determination on all available information, including but not limited to, the mid-term and the final reports of the preceding compliance period. The Executive Officer shall make a decision to deny or approve a renewal request no later than 45 days from the date of the final report submittal, unless the manufacturer and the Executive Officer agree to an extension of time for the Executive Officer to take action on the renewal request.

6.6 Modification Of A Program: A manufacturer may request a modification of the Program at any time prior to the end of the compliance period. The Executive Officer shall take action to approve or disapprove the modification request no longer than 45 days from the date of its submittal. No modification of the compliance period shall be allowed. A Program need not be modified to specify additional coatings to be averaged that are below the applicable VOC limits.

6.7 Termination Of A Program
6.7.1 A manufacturer may terminate its Program at any time by filing a written notification to the Executive Officer. The filing date shall be considered the effective date of the termination, and all other provisions of this Rule including the VOC limits shall immediately thereafter apply. The manufacturer shall also submit a final report 60 days after the termination date. Any exceedance of the actual emissions over the allowable emissions over the period that the Program was in effect shall constitute a separate violation for each day of the entire compliance period.

6.7.2 The Executive Officer may terminate a Program if any of the following circumstances occur:
6.7.2.1 The manufacturer violates the requirements of the approved Program, and at the end of the compliance period, the actual emissions exceed the allowable emissions.
6.7.2.2 The manufacturer demonstrates a recurring pattern of violations and has consistently failed to take the necessary steps to correct those violations.

6.8 Change In VOC Limits: If the VOC limits of a coating listed in the Program are amended such that its effective date is less than one year from the date of adoption, the affected manufacturer may base its averaging on the prior limits of that coating until the end of the compliance period immediately following the date of adoption.

6.9 Labeling: Each container of any coating that is included in averaging program, and that exceeds the applicable VOC limit in the table in Section 3.1 of this Rule
shall display the following statement: "This product is subject to architectural coatings averaging provisions in California." A symbol specified by the Executive Officer may be used as a substitute.

6.10 **Violations:** The exceedance of the allowable emissions for any compliance period shall constitute a separate violation for each day of the compliance period. However, any violation of the requirements of the Averaging Provision of this Rule, which the violator can demonstrate, to the Executive Officer, did not cause or allow the emission of an air contaminant and was not the result of negligent or knowing activity may be considered a minor violation.

6.11 **Sunset Of Averaging Provision:** The averaging provision set forth in this Section 6 shall cease to be effective on January 1, 2005, after which averaging will no longer be allowed.
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# Architectural Coatings SCM VOC Limit Comparison

These coatings are not currently in Rule 230. They have been added to the SCM since the rule was last adopted in 2002.

These coating are currently in Rule 230. They have been removed from the SCM since the rule was last adopted in 2002.

Units are grams of VOC per liter of coating, including water and exempt compounds.

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**Colorants added to Coatings:**

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**Effective 7/1/2020. This is the only addition to the 2020 SCM.**

Conversion factor: one pound VOC per gallon (U.S.) = 119.95 grams VOC per liter.
February 1, 2008

Dear Air Pollution Control Officer:

On October 26, 2007, the Air Resources Board (ARB or Board) approved amendments to the Suggested Control Measure for Architectural Coatings (SCM). ARB staff developed the amended SCM, in consultation with the districts, to replace the June 2000 SCM. This new SCM specifies volatile organic compound (VOC) limits for 42 coating categories. The proposed VOC limits for nineteen of the 42 categories are lower than the limits in current district rules based on the 2000 SCM. Statewide implementation of the 2007 SCM is expected to reduce VOC emissions by approximately 15 tons per day outside of the South Coast Air Quality Management District.

The Board also directed ARB staff to work with the districts and industry following the Board meeting to modify Section 5.2 of the SCM, the “Most Restrictive VOC Limit” provision. The enclosed SCM includes the appropriate revisions to Section 5.2.

Along with the SCM, ARB staff prepared a Staff Report and Technical Support Document, which contain technology assessments for each coating category, as well as economic impact and environmental impact assessments. These documents are available on our website at http://www.arb.ca.gov/coatings/arch/docs.htm. If you would like hard copies, please contact Mr. Jim Nyarady, Manager, Strategy Evaluation Section at (916) 322-8273.

The SCM was developed for districts that need additional emission reductions for the attainment or maintenance of State or federal ambient air quality standards. As in the development of the 2000 SCM, uniformity of architectural coatings regulations throughout California was a concern of both the districts and the coatings industry. To that end, the Board strongly encourages districts to adopt the SCM without modification. We believe that it is important that the SCM be modified only as necessary for consistency with the format of your district’s rules. It is especially important that the definitions, standards, and effective dates be uniform. ARB staff is ready to assist districts in any way with the adoption, interpretation, or implementation of the SCM.
The Board also directed ARB staff to monitor industry’s progress towards meeting the future VOC limits; to conduct technology assessments for the categories with lowering limits prior to the effective dates; to continue to assess reactivity and atmospheric availability for architectural coatings; and to conduct another comprehensive, statewide survey of architectural coatings. We will keep you apprised of these developments.

If you have any questions, please contact me at (916) 445-4383 or contact Mr. Robert Fletcher, Chief, Stationary Source Division at (916) 445-0650.

Sincerely,

James N. Goldstone
Executive Officer

Enclosure

cc:  Mr. Robert D. Fletcher, Chief
     Stationary Source Division

     Mr. Jim Nyarady, Manager
     Strategy Evaluation Section
July 18, 2019

Mr. Tung Le
Executive Director
California Air Pollution Control Officers Association
1107 Ninth Street, Suite 801
Sacramento, California 95814

Dear Mr. Le:

On May 23, 2019, the California Air Resources Board (CARB or Board) approved updates to the Suggested Control Measure for Architectural Coatings (SCM). CARB staff developed the updated SCM, in consultation with the air districts, to replace the 2007 SCM. The updated SCM sets more stringent volatile organic compound (VOC) limits for nine coating categories and proposes VOC limits for three new categories and colorants. The South Coast Air Quality Management District already has VOC limits consistent with those adopted by CARB. Implementation of CARB’s 2019 SCM by other districts in California is expected to provide an additional 2.51 tons per day VOC emission reductions statewide.

Along with the enclosed SCM, CARB staff prepared a Staff Report, which contains technical assessments for the proposed coating categories, an environmental analysis and an economic impact assessment. This document is available on our website at [https://www.arb.ca.gov/coatings/arch/docs.htm](https://www.arb.ca.gov/coatings/arch/docs.htm). To request hard copies, please contact Mr. Jose Gomez, Manager, Technical Development Section at (916) 324-8033.

The SCM was developed for air districts that need additional emission reductions for the attainment or maintenance of federal or State ambient air quality standards. As in the development of the 2007 SCM, uniformity of architectural coatings regulations throughout California was a concern of both the air districts and the coatings industry. Therefore, the Board strongly encourages air districts to adopt the SCM without modification. It is important that the SCM be modified only as necessary for consistency for the format of the district’s rules and that the definitions, standards, and effective dates be uniform. CARB staff is ready to assist air districts with the adoption, interpretation, or implementation of the SCM.
If you have any questions, please contact Mr. Kurt Karperos, Deputy Executive Officer, at (916) 322-2739 or contact Dr. Michael Benjamin, Chief, Air Quality and Planning Science Division, at (916) 201-8968.

Sincerely,

[Signature]

Richard W. Corey
Executive Officer

Enclosure

cc: Mr. Jim McHargue, APCO
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Deputy Executive Officer

Dr. Michael T. Benjamin, Chief
Air Quality and Planning Science Division

Mr. Jose Gomez, Manager
Technical Development Section
To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Jason Mandly, Senior Air Quality Planner

Re: Carl Moyer Lawn and Garden Equipment.

Date of Release: October 21, 2021
Board Consideration: October 28, 2021

ISSUE:
The existing statewide Carl Moyer Program allows for the funding of lawn and garden equipment replacement projects.

ACTION REQUESTED:
Provide direction.

DISCUSSION:
AB 1346 (Air pollution: small off-road engines) was signed into law by Governor Newson on October 9, 2021. This bill directs the California Air Resources Board (CARB) to develop regulations that phase out the sale of small off-road engines. CARB is also directed to identify and, to the extent feasible, make available sources of incentive funding to fund new zero-emission equipment. It is still uncertain if additional funding would go towards a new program or the existing Carl Moyer Program.

The Carl Moyer Program includes several project categories that Air Districts can prioritize. The District has historically prioritized heavy-duty off-road and on-road equipment replacement projects, ranked by cost-effectiveness. Carl Moyer State Reserve funds provide additional funding for specific categories (log trucks, school buses, infrastructure, etc.).

Carl Moyer Program State Guidelines include the option to run a Lawn & Garden Equipment Replacement Program. The program would allow for a $145 voucher to go towards the sale of a cordless zero-emission lawn mower. An existing
gasoline lawn mower must be destroyed. To implement this program, the District would need to update the Carl Moyer Policies and Procedures Manual and enter into agreements with electric lawn mower retailers as well as recycling facilities qualified to handle hazardous waste.

The graphic below compares the estimated 2020 emissions of ozone-forming pollutants for the lawn and garden sector compared to on-road vehicles and off-road farm equipment (Source: CARB’s CEPAM Tool: 2017 Base Year).

District staff are requesting direction on if this project category should be prioritized at this time.
To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Jason Mandly, Senior Air Quality Planner

Re: 2021 Biannual AQ Report for April-September.

**ISSUE:**
Report on air quality conditions in Butte County through September 2021. Focus will be on the summer ozone season.

**ACTION REQUESTED:**
None. This item is provided for information and discussion.

**DISCUSSION:**
This report includes information on air quality conditions for the summer months of 2021 with a focus on ozone pollution. Your Board was updated on smoke impacts (PM2.5) from summer wildfires in the September 2021 meeting.

Ozone is the primary air pollutant of concern during the summer months in Butte County outside of wildfire impacts. When ozone levels exceed federal standards, sensitive populations and those with existing respiratory conditions may experience adverse health effects. Ozone is created when byproducts of combustion and volatile organic compounds react with sunlight. Because this process may take hours, ozone measured in Butte County is generally the result of pollutants transported from densely populated areas to the south. The California Air Resources Board (CARB) monitors for ozone at the Chico – East Avenue Monitoring Station and the Paradise – Airport Monitoring Station. Ozone concentrations can also be exacerbated by wildfire activity near and upwind of Butte County.
Based on preliminary monitoring data, the Paradise – Airport monitoring location exceeded the federal 8-hour ozone standard (70 parts per billion) on nine (9) days during 2021 with the highest exceedance being on August 25, 2021 (78 ppb). Preliminary analysis of the data shows eight of the nine ozone exceedances in Paradise were during wildfire smoke impacts. There were no exceedances of the federal 8-hour ozone standard at the Chico – East Avenue monitoring location. The District will evaluate if the exceedances were due to Exceptional Events (wildfires) and report the impacted days to CARB and US EPA by May 2022.

Butte County was designated nonattainment for the 2015 federal 8-hour ozone standard (70 parts per billion) by the US EPA effective August 3, 2018. Butte County was provided a marginal designation with a deadline to reach attainment by August 3, 2021. Without wildfire impacts excluded, the 2018-2020 design value for Butte County is estimated to be 73 parts per billion. CARB submitted documentation to US EPA on September 17, 2021 asking for days that were impacted by Exceptional Events (wildfires) in 2018 be excluded from the design value calculation. If US EPA concurs, the expected 2018-2020 design value is 70 parts per billion which would meet the 2015 federal 8-hour ozone standard. CARB is also submitting an Exceptional Events demonstration for the 2020 wildfires in case additional support is needed to meet the standard. District staff will update your Board on final determinations by US EPA when they are made.

2021 Biannual Air Quality Report - Figure 1: Number of Days Exceeding Federal 2015 8-hr Ozone Standard (70ppb)

![Graph showing number of days exceeding federal 2015 8-hour ozone standard (70 ppb) from 1980 to 2021 for Paradise and Chico.](image-url)
To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Greg Einhorn, District Counsel

Re: Consider 3-Year Memorandum of Understanding with the Butte County AQMD Employees’ Association.

Date of Release: October 21, 2021
Board Consideration: October 28, 2021

ISSUE:
Consider approving a new 3-Year Memorandum of Understanding with the Butte County AQMD Employees’ Association.

ACTION REQUESTED:
Adopt Resolution 2021-23 approving the 3-Year Memorandum of Understanding with the Butte County AQMD Employees’ Association and authorize the Chair to sign.

DISCUSSION:
District management has been negotiating with the Employees on the terms of a new Memorandum of Understanding (MOU). At previous meetings, the Board has provided direction to staff on several issues. Agreements have now been reached on all terms. Attached is the new MOU with changes indicated for Board approval.

Attachments:
Resolution 2021-23
2021-2024 Employee MOU (underline/strikeout version)
MOU Signature Page
RESOLUTION 2021-23
BEFORE THE BOARD OF DIRECTORS OF
BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT
STATE OF CALIFORNIA
APPROVE THE 3-YEAR MEMORANDUM OF UNDERSTANDING
WITH THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT EMPLOYEES’ ASSOCIATION

Resolution 2021-23…………………………………………………
Approval of the 3-Year Memorandum of Understanding,)
With the Butte County AQMD Employees Association,)

WHEREAS, the Board of Directors has met with District Negotiators to consider approving the Memorandum of Understanding (MOU) negotiated with the District Employees’ Association;

AND WHEREAS, tentative agreements have been approved by both sides regarding the terms of a new MOU;

AND WHEREAS, on October 28, 2021 the Butte County Air Quality Management District (District) Board of Directors met in regular session;

THEREFORE, BE IT RESOLVED, that the District Board of Directors hereby approves the new 3-year Memorandum of Understanding, which implements these tentative agreements and continues the other terms of the previous MOU, the new MOU being attached and part of this resolution of approval;

THEREFORE, BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Chair to execute the new MOU.

On Motion of _______________, Seconded by _______________, the foregoing resolution is hereby PASSED AND ADOPTED by the Air Quality Management District Board of Directors on this 28th day of October, 2021 by the following:

AYES: 
NOES: 
ABSTAIN: 
ABSENT: 

Stephen Ertle, Air Pollution Control Officer
Butte County Air Quality Management District

I hereby attest that this is a true and correct copy of the action taken by the Butte County Air Quality Management District Board of Directors on October 28, 2021.

ATTEST: __________________________________________
Cora Collins, Clerk of the Governing Board
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MEMORANDUM OF UNDERSTANDING

2018-2024

BETWEEN THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT

AND

BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING
BETWEEN THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT
AND
BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT EMPLOYEES' ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT
AND
THE EMPLOYEES' ASSOCIATION FOR THE
GENERAL UNIT AND THE ADMINISTRATION UNIT

1.00 GENERAL GUIDANCE

The employee benefits, salaries and personnel rules and regulations of the Butte County Air Quality Management District Employees shall be guided by those provided to the Butte County employees, including the General Unit and the Management/Confidential employee unit.

1.01 Recognition

Pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et seq., of the California Government Code, representatives of the Butte County Air Quality Management District, hereafter called "District," and the Butte County AQMD Employees' Association, hereafter called "Association," have "met and conferred" concerning the subject of wages, hours and working conditions for employees respectively identified and represented as set forth in Appendix A.

This memorandum represents the good faith effort of both the District and the Association representatives to reach agreement on matters of wages, hours and conditions of employment. It is understood that this agreement is not binding upon the District until such time as it is ratified by the District Governing Board of Directors and the District employee membership in the Association.

1.02 Recognition of District Employees

The District recognizes the Butte County AQMD Employees' Association as the representative for employees in classifications designated for inclusion in the budgeted (permanent positions) schedule of District employees pursuant to Section 3501(b) of the California Government Code.

The District shall maintain a current listing of classifications within this bargaining unit. Designation of these classifications effective at the time of execution of this Memorandum of Understanding are attached hereto as Appendix A.

1.04 Employee Association

The term "Employee Association" shall refer to the Butte County AQMD Employee's Association.

2.00 MANAGEMENT RIGHTS

The District reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and
discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this agreement.

The parties to this memorandum agree that there shall be no Job Actions or lockouts during its term. Job Action is defined as any strike, sit-down, stay-in, sickout, refusal to work overtime, slow-down or picketing. In the event of any Job Action by any represented employee(s), the Association shall, in writing, advise the employee(s) to cease their action(s) and resume normal work. The Association shall give a copy of its notice to the District.

3.00 EMPLOYEES' ASSOCIATION'S RECOGNITION

The Employees' Association has the right to represent permanent employees holding the positions identified in Appendix A, as specified by State law and pursuant to the District employer-employee relations resolution. The Employees' Association will notify the District and maintain such notice during the term of the Memorandum of Understanding of its elected officers and directors as well as its staff employees. The Employees' Association may select up to one (1) person from its staff members to act as the official representative and will notify the District as to the individual so selected.

3.01 General Provisions

The Employees' Association shall be provided payroll deduction for membership dues and a second deduction for other authorized and legitimate Employees' Association activities. The Employees' Association shall provide the District's Air Pollution Control Officer (APCO) with a written authorization on a form approved by the District, signed by the unit member authorizing the payroll deduction and setting forth the full amount to be deducted each month. The District shall, through the Office of the APCO, forward in a timely manner, payroll deductions withheld from employees within the unit. The Employees' Association shall immediately notify the APCO of any cancellation or changes in the deduction authorization.

The District shall not be liable to the Employees' Association, employees or any other party by reason of this section for the remittance or payment of any sum other than the actual deductions made from the employee's paycheck. The Employees' Association shall hold the District and the APCO harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this section.

3.02 Maintenance of Membership

Employees' Association membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Employee Association member, or becomes an Employee Association member, may continue to pay to the Employee Associations those dues or fees regularly charged members of the Employees' Association in good standing for the life of this agreement. Any new employee covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins an Employee Association, shall be subject to the same terms of continued membership as employees above.

Every employee who is a member of an Association shall have the right to withdraw from membership during the last twenty (20) days of this Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.
The Employees' Association shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from this section.

4.00  EMPLOYEES' ASSOCIATION RIGHTS

4.01  Access to Employees

With prior notice to the APCO, the Employees' Association or its officially designated representative shall have access to District employees during off-duty time in the non-work areas of District facilities for the purpose of Association business. With prior notice to the APCO, the paid staff of the Employee Association shall be allowed reasonable access to employee members during the work period and at the work location to investigate and/or represent employees within the unit in formal grievance or appeal matters.

4.02  Bulletin Boards

The Employee Association shall be provided reasonable designated space on District bulletin boards, which does not interfere with the District's official use of the bulletin board.

4.03  Use of District Facilities and Resources

With the approval of the APCO or other District official authorized by the APCO, the Employees' Association may use certain District facilities, resources and supplies, as long as the District is reimbursed for the cost of any supplies or materials provided to the Employees' Association and that such use or supply does not interfere with the efficiency, safety and security of District operations. The District shall provide a list of other officials authorized to permit Employees' Association usage of District facilities, resources and supplies.

The Employees' Association agrees to pay the District, upon demand from the APCO, costs of such benefits or supplies received from the District, included but not limited to services of District-owned or leased copying machines, print shop reproduction facilities, and central services purchases for expendable office supplies for Association use.

4.04  Internal Communications

The District agrees to provide the Employees' Associations annually during the month of August a complete updated listing of the name, classification and department of assignment of all employees designated in the unit. The District also agrees to provide within ninety (90) days of hiring the name, classification, date of appointment and department assigned of all new employees hired into the unit. In the event of a layoff in classes represented by an Employees' Association, the Employees' Association shall be provided with a copy of the resulting reinstatement list(s).

4.05  New Classifications

The District shall give notice to the Employees' Association of any new classification proposed to be included in this memorandum. Upon request, the District shall meet and confer with the Employee Association for the purpose of negotiating wages for such classification.
4.06 New Employee Orientation

The District will conduct an orientation program for new employees. As a part of this program, the District shall distribute material supplied by the Employees' Association, subject to the District's right to approve the material.

5.00 EMPLOYEES’ ASSOCIATION REPRESENTATIVES

5.01 Negotiators

The Employees' Association shall be allowed to designate up to two (2) employees within the unit to serve as representatives to negotiate with the District. The Employees' Association shall provide the APCO with the name, and classification assigned of each of the negotiators. Should any changes or alternate be appointed after the original list is established, the Employees' Association shall advise the APCO immediately. Employees designated as unit negotiators shall, as authorized by the APCO, be granted reasonable release time from scheduled duties without loss of pay to meet with the District representative during negotiations of matters of wages, hours and conditions of employment. The District shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Employees' Association exercising this right.

5.02 Steward Program

The steward shall mean a permanent employee of the District who is designated by the District's non-management employees to assist employees for the purpose of processing grievances. The Association shall select one (1) such steward and may select an alternate to serve as steward only when the regular steward is unable to attend to the desired steward function.

The Association's Representative agrees to notify the APCO in writing of the name and title of the steward and an alternate steward representing employees in the District. Changes to the listing of the steward will be provided by the Employees' Association as they occur. Only the employee(s) named on the current list will be recognized by the District as the steward of the District Employees. The Association's Representative agrees to notify the APCO in writing upon immediate determination that the alternate steward will effectively function as the steward.

Stewards shall be subject to the following:

A. The steward shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of employees in the District subject to the restrictions below.

B. The steward shall have the right to serve as a representative for employees in grievance matters in accordance with the provisions of this Memorandum of Understanding. No more than one (1) steward may assist in the investigation processing of a grievance.

C. Upon authorization of the immediate supervisor, a steward shall be released to perform the duties specified in this section. A steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable
to be released by the immediate supervisor at the time requested, the supervisor shall arrange a
time as soon as practical thereafter.

D. After receiving approval of the APCO, a steward shall be allowed reasonable time off during
working hours, without loss of time or pay, to investigate, prepare and present such grievances and
appeals. The APCO will authorize the steward to leave his/her work whenever the APCO
determines that the steward's absence will not interfere with the work of the unit. Where immediate
approval is not granted, the APCO shall inform the steward of the reasons for the denial, in writing
if requested, and establish an alternate time when the steward can reasonably be expected to be
released from his/her work assignment.

E. When a steward desires to contact an employee, the steward shall first contact the APCO, advise
of the nature of the business, and obtain release by the APCO, to meet with the employee. When,
in the best judgment of the APCO the investigation would interfere with the work of the unit, the
APCO will notify the steward when he/she can reasonably expect to contact the employee.

F. The steward shall receive no overtime compensation for time spent performing a function of a
steward.

G. Stewards shall not conduct Association business on District time, except as specifically authorized
by this Memorandum of Understanding.

H. Stewards shall be responsible for the full and prompt performance of their workload.

I. Stewards may represent employees against whom disciplinary action is pending subject to the
following restrictions:

The steward agrees that the issues which gave rise to the proposed disciplinary action are
confidential in nature and will not be discussed other than those persons involved in representation.
The District may refuse to recognize or to deal with a steward who violates this confidentiality.

5.03 Employees’ Association Access

Authorized Employees' Association staff representatives shall have reasonable access to all work
locations in which employees covered hereby are employed for the purpose of transmitting
information or representation purposes. Authorized Employees' Association staff representatives
desiring such access shall notify the APCO (or the APCO's designee) of the purpose of the visit. The
APCO may deny access to the work location if, in his or her judgment, it is deemed that a visit at that
time will interfere with the operations of the District or facility thereof, in which event the APCO will
offer an alternative time for the visit.

The Employees' Association shall give the APCO a written list of the names of all authorized
Employees' Association staff representatives, which list shall be kept current by the Employee
Association. Access to work locations shall be only granted to Employee Associations' staff
representatives on the current list.
5.04 Bulletin Boards

The District will furnish for the use of the Employees' Association, reasonable board space at reasonable locations. Such bulletin board space shall be used only for the following subjects and other subjects upon agreement by both the Employee Association and the APCO:

A. Employee Association recreational, social and related news bulletins;
B. Scheduled Employee Association meetings;
C. Information concerning Employee Association elections or the results thereof;
D. Reports of official business of Employee Association including reports of committees or the Board of Directors; and,
E. All material shall clearly state that it is prepared and authorized by the Employee Association.

5.05 Use of District Mail Boxes

The Association may use the District mailbox system for the following limited purposes:

1. To deliver communications to the APCO or other management personnel.
2. To deliver communications to employees in the Employees' Association.

5.06 Indemnification

The Employees' Association indemnifies and holds the District, its officers, and employees acting on behalf of the District, harmless and agrees to defend the District, its officers, and employees acting on behalf of the District, against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the District under the provisions of sections 6.00, 6.01 and 6.02.

6.00 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied by the District and the Employees' Association equally to all employees covered herein without discrimination because of race, color, sex, perceived sexual orientation, marital status, religion, pregnancy, disability, medical conditions, political belief, age, national origin, ancestry, veteran's status, union membership, or other non-merit factors.

Any party alleging a violation if this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that, but for such act or acts, the alleged injury or damage to the complainant would not have occurred.

6.01 Affirmative Action

The District and the Employees' Association support the concept of affirmative action and equal opportunity in the public service as consistent with merit system principles.
6.02 Individual Rights

Neither the District nor the Employees' Association shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage in or refrain from Employees' Association activity pursuant to Section 3502 of the California Government Code.

7.00 Personnel Files

The District shall maintain one official personnel file for each District employee. The employee or his/her representative authorized in writing shall have the right to review and obtain copies of the contents of the employee's personnel files at reasonable intervals without loss of pay during normal business hours. Access to an employee's records shall be restricted to the employee and his/her representative (the later provided by written authorization), the District Counsel's Office and management/supervisory personnel having a business necessity to do so as determined by the APCO.

No material regarding the employee's performance or conduct shall be included in the employee's personnel file without providing to the employee a written copy thereof.

Employees may request that derogatory materials be removed from their files. Requests shall be made to the District APCO who shall determine whether or not the request shall be granted. The decision of the APCO shall be made in his/her sole discretion and shall be final.

8.00 Hours of Work, Work Schedules, Salary Schedules and Restrictions

8.01 Work Schedules

Except as provided below, the standard work schedule shall be 7:30 a.m. to 4:30 p.m. each day of the year except Saturdays, Sundays and holidays. The standard work schedule shall be eighty (80) hours per biweekly pay period for a full-time employee. Except for overtime, callback and standby assignments, departments that necessitate a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned unless the employee has been notified at least ten (10) days in advance of the change in work schedule. The standard work day shall be 8 hours.

8.02 Alternate Schedules

Upon the recommendation of the employee’s supervisor, alternate, flextime, telecommuting, job-sharing and voluntary reduced work hour programs may be established, after approval by the APCO, and if requested by the affected employee, consultation with the Employees' Association. Any job-sharing program will require that the benefits be pro-rated or as otherwise mutually agreed upon in writing by the participating employees and approved by the APCO. Requests for special schedules by employees shall be seriously considered. Employees shall be advised of the decision, pro or con, made on their requests for a special schedule.

Alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternative scheduling patterns. Employee requests to work their schedule from an off-site location (telecommuting) will also be considered by the APCO as alternate schedules. Individuals assigned to
such schedules shall accrue leaves and holidays on the same basis as employees working the standard 5/8-work schedule; that is, 8 hours per day, 5 days per week. Employees shall be charged time off based on the number of hours in the workday missed. In determining which employees are entitled to alternative schedules, the APCO shall take into account job classification and required skills. In the event all other things are equal; seniority shall be the determining factor. Determination as to the quality of skills shall be made in the sole discretion of the APCO. Alternate schedules with less than 72 hours may result in a prorated reduction of benefits.

A “work day” shall mean any normal, scheduled duty day for an employee as determined by a standard or alternate schedule.

8.03 Schedule Changes

The District Governing Board of Directors shall have the right, in its discretion, to assign individual divisions, or sections between the reduced 36-hour work schedule and the normal 40-hour schedule, provided such moves will not take place more than one (1) time in any contract year.

8.04 Reduced Work Week Schedule and Rate of Pay and Return

For employees assigned to the reduced work schedule, their work schedule shall be thirty-six (36) hours of four (4) nine (9) hour days. This reduced work schedule shall remain in effect unless ended by the District Governing Board of Directors as provided herein.

While on the reduced work schedule, it is the intent of the District Governing Board of Directors that the District work hours during this period would be 7:30 a.m. to 5:30 p.m., Monday-Tuesday through Thursday-Friday. However, it is understood that employees may be assigned alternate work hours (e.g., 7:00 a.m. to 5:00 p.m.) as provided for in Section 8.02 in the MOU.

8.05 Meal Periods

In general, employees shall be entitled to an unpaid duty-free lunch period of not less than thirty (30) minutes nor more than one (1) hour unless approved by the APCO. The APCO shall have the option of determining the appropriate lunch period length. Employees required to work during or through the lunch period shall be compensated for actual time worked. Employees may be required to work a continuous eight (8) hour shift. Employees, so scheduled, shall be allowed to eat their meal during the shift. In addition, any employee required to work overtime shall be permitted a one-half (1/2) hour paid meal break each four (4) hours of such overtime. Meal periods must commence within five (5) hours from the beginning of a shift.

8.06 Rest Periods

Employees shall be allowed a duty-free rest break of fifteen (15) minutes during the mid-portion of the first and second shift. The first shift is considered as the work period before the lunch period, and the second shift will be considered as the work period after the lunch period. Rest periods shall be scheduled in accordance with the requirements of the department but in no case shall rest periods be added to the beginning or the ending of a work shift or lunch period. The APCO may designate the time and location at which rest periods may be taken. Rest periods shall be considered hours worked, and employees may be required to perform duties if necessary. The APCO shall make a reasonable effort to insure that employees are permitted rest breaks.
9.00 Overtime

The District will comply with the provisions set forth in the Fair Labor Standards Act (FLSA). Classifications designated as exempt shall not be paid overtime and classifications designated as non-exempt shall receive overtime pay as applicable.

Policy. It is the policy of the Governing Board that overtime work is discouraged, that the APCO is to arrange the work of the District so that employees shall work not more than the standard work week, that overtime work be held to a minimum consistent with the efficient performance of necessary functions, and that overtime work be used only for emergencies. It is recognized that occasional overtime work may be necessary, and that in such instances provisions shall be made to authorize, keep records, and compensate employees for such necessary overtime work.

Work Period. Reporting the normal biweekly work period shall commence 12:01 a.m. every other Saturday. An alternate biweekly work period may be approved by the APCO for non-exempt employees requesting an alternate work schedule pursuant to Section 8.02. The alternate biweekly work period shall commence 11:31 a.m. every other Friday. Each regular full-time employee shall work eighty (80) hours per biweekly period.

Authorization for Overtime Work. Overtime work shall be performed only upon authorization of the APCO or subordinate empowered to authorize the same.

Records of Overtime Work and Justification. The APCO shall keep an accurate record of all authorized work time including the actual overtime hours worked by the individual employee together with justification for its authorization in each case and the manner and time in which the employee was compensated for overtime work.

Except as provided, an incumbent(s) in an exempt management, confidential or supervisory positions as set forth in Appendix A and the APCO, shall receive administrative leave in lieu of paid overtime. Employees who terminate from the District in good standing shall be compensated for any administrative leave accrued under this section, up to the maximum accrued amount.

Whenever an exempt management, confidential or supervisory position as set forth in Appendix A position for which the compensated overtime provisions apply becomes vacant, the position shall be identified as one to receive administrative leave in lieu of overtime before the position is refilled. Whenever a new exempt management, confidential or supervisory positions position is created or designated pursuant to these rules, it shall be exempt from overtime provisions of these and the in-lieu administrative leave practices shall apply to the position.

9.01 Overtime Eligible Positions

All positions in classifications designated are eligible positions as subject to the overtime provisions of the FLSA shall be eligible for overtime. The overtime provisions of this section shall not apply to the APCO or to exempt management, confidential or supervisory positions as set forth in Appendix A as defined in these rules by FLSA.

9.02 Overtime Defined
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Overtime is any work rounded to the nearest fifteen (15) minutes in excess of the assigned workday or eight (8) hours per day or forty (40) hours per week. For employees whose assigned work day is in excess of eight (8) hours, overtime shall be work rounded to the nearest fifteen (15) minutes in excess of the normally assigned hours. Overtime is any time worked in excess of the regularly scheduled work day or in excess of the forty (40) hours per week rounded to the nearest (15) minutes. For the purposes of calculating overtime, all paid time off shall be considered hours worked.

9.03 **Intentionally Blank**

9.04 **Overtime Authorization**

Employees shall be required to work overtime when assigned by the APCO or designated representative. No employee shall work overtime without prior approval of the APCO or his or her designated representative.

9.05 **Overtime Compensation**

Employees shall be compensated for overtime at one and one-half (1 1/2) times their regular rate of pay. Overtime compensation may, at the discretion of the APCO, be paid with regular wages in the pay period in which it was earned or be credited as Compensatory Time Off (CTO) to a maximum of 240 hours. The minimum compensation shall be 30 minutes.

An employee who is required to physically return to work (callback) on an overtime basis shall receive a minimum overtime pay of two (2) hours worked or actual time worked, whichever is greater and be entitled to receive mileage reimbursement pursuant to Section 18.01.

An employee handling a phone call during normal (non-sleeping) hours shall be compensated the minimum payment pursuant to the MOU or actual time spent, whichever is greater.

An employee handling a phone call during normal sleeping hours shall be compensated one (1) hour minimum or actual time spent on the call, whichever is greater. For the purposes of this section normal sleeping hours are between 10:00pm and 6:00am.

9.06 **Accumulated Compensatory Time Off**

An employee, who has requested use of accumulated CTO, shall be permitted by the APCO to use such time within a reasonable period unless the request creates unfair burden to other employees, or, unduly disrupts departmental operations. Once the employee has reached the cap of 240 hours of CTO, the APCO may require the employee to take off any excess hours during the work week in which it is earned. Any CTO accumulation in excess of the 240-hour cap, which is not taken in the work week in which it is earned, shall be paid with regular wages in the pay period in which it is earned. An employee who has accumulated CTO shall, upon termination from District employment, be paid for the CTO with the termination pay settlement. Compensatory Time Off accruals shall appear on the employee's biweekly earnings statement.

9.07 **Fringe Benefits Not Affected By Overtime**

Overtime work shall not be a basis of increasing vacation, sick leave, or other benefits, nor shall it be the basis for advancing completion of the required period for probation or salary step advancement.
9.08 Assignment of Overtime

Assuming similar qualifications, regular District employees shall be offered the opportunity to work overtime hours prior to an offer of overtime hours being made to extra help employees. The preference for regular employees shall not be granted in special circumstances; for example, excessive overtime being worked by regular work employees, sick leave being taken during the pay period, etc.

9.09 After Hour Liaison Assignment

The District recognizes the need to have staff available for after hour liaison assignments in the event of unanticipated issues. The purpose of this section is to define the after hour liaison assignment periods and the compensation. This section also applies to calls received from the District’s complaint hotline, if established. This section supersedes Section 14.14.

After Hour Liaison Assignment Shifts:

After hour liaison assignment periods include the following shifts:

1. Daily, Monday through Friday, from 4:30 p.m. through 7:30 a.m. the following day (Liaison I). Alternate work schedules have no effect on shift assignments or compensation.
2. Saturday, beginning at 7:30 a.m. through Monday at 7:30 a.m. (Liaison II).
3. Holiday(s), as defined in Section 13.01, shall be computed at an additional $10.00 per specified holiday.

Expectations:

The assigned staff is expected to maintain the District after hour cell phone number, return calls to fire agencies and the after-hours answering service, and determine if immediate response is required.

Compensation:

Staff assigned after hour liaison shift shall be compensated at the following rates:

1. Liaison Assignment I: $100/shift, or, $20/day.
2. Liaison Assignment II: $80/shift, or, $40/day.
3. Plus, all field time worked shall be paid at the assigned employee's overtime rate in accordance with Section 9.00.
4. Compensation shall be credited to the pay period in which the shift began.

Staff returning phone calls and, if required, returning to work, shall be compensated in accordance with the applicable provisions of this MOU (section 9.05).

10.00 Vacation Leave

Vacation leave must be used in minimum increments of one-half hour.

10.01 Non-Management Unit
A. Accrual. Each regular full-time employee not defined as management, confidential or supervisory in Appendix A (a non-management employee) shall accrue vacation leave as follows:

1. 3.08 hours of vacation (eighty [80] hours per year) for each biweekly pay period in paid status until completion of five (5) years of continuous service. *(80.08 annual, 160.16 max)*

2. 4.62 hours of vacation (one hundred twenty [120] hours per year) for each biweekly pay period in paid status after completion of five (5) years of continuous service and until completion of ten (10) years of continuous service. *(120.12 annual, 240.24 max)*

3. 6.15 hours of vacation (one hundred sixty [160] hours per year) for each biweekly pay period in paid status after completion of ten (10) years of continuous service. *(159.9 annual, 319.80 max)*

4. 6.77 hours vacation (one hundred seventy-six [176] hours per year) for each biweekly pay period in paid status after completion of twenty (20) years of continuous service. *(176.02 annual, 352.04 max)*

5. The maximum vacation accrued on December 31 of any year shall be two times the annual accrual. *(see above for calculated annual and max values)*

6. All part-time regular employees assigned to a one-half (1/2) time or more position shall accrue vacation pro rata in proportion to the percentage the employee’s regular assignment bears to a full-time assignment.

B. Special Vacation Entitlement. Effective January 1 of any year, all current employees shall be credited with thirty-two (32) hours of vacation. Employees hired between January 1 and April 30 shall be credited with twenty-four (24) hours of vacation. Employees hired between May and August 31 shall be credited with sixteen (16) hours of vacation. Employees hired between September and December shall be credited with eight (8) hours of vacation. These hours shall be added to the employee’s regular vacation earnings and the accrual limits increased accordingly.

C. Vacation Eligibility. An employee who has less than six (6) months of uninterrupted service shall not be entitled to a vacation.

D. Vacation Carryover. When a non-management employee is unable to take scheduled vacation during a calendar year due to unusual and extenuating District needs, which result in the employee's annual vacation accrual to exceed the maximum limits authorized, the APCO shall advise the Administrative Services Officer that the employee will exceed the annual vacation accrual limits and shall schedule the excess accrual vacation days to be taken off between the period January 1 and March 31 of the new calendar year. Should the employee voluntarily choose not to take the scheduled vacation during the extension period, the excess accrual days shall be forfeited. Should the APCO, as a result of emergency needs of the District, be unable to schedule the excess accrual vacation days during the extension period, the employee shall be paid for the excess accrual of vacation days following the end of the extension period.
E. Vacation Payout. Upon termination, employees shall be compensated for all unused vacation accrual and entitlement at their current rate of pay.

F. Vacation Request. Vacations shall be scheduled at the request of the employee and with the approval of the APCO. A vacation request shall be approved or denied by management within one week of the request. If approved, the vacation schedule shall not be subject to cancellation or rescheduling on the basis of seniority.

G. Vacation Buy-Back.

1. Employees taking at least forty (40) hours of vacation time shall, concurrently, have the option of requesting pay in lieu of time off for up to an additional forty (40) hours of accrued vacation time once per fiscal year. Vacation buy-back shall only be available in increments of eight (8) hours. Such requests are subject to the approval of the APCO.

2. In addition to vacation buy-back pursuant to the above, employees shall have the option of requesting an additional buy-back of one hundred four (104) hours of vacation time per employee during each year of the contract in increments of eight (8) hours. Such requests are subject to the approval of the APCO.

H. Illness During Vacation. Any non-management unit employee becoming seriously ill while on scheduled vacation may request that the hours that he or she were ill be charged against his or her sick leave balance rather than their vacation leave balance. This request may be made only in the case of serious illness, which required hospital and/or physician treatment and prevented the employee from carrying on normal activities. Doctor’s verification is required if requested by the APCO.

10.02 Management Employee Unit

A. Accrual. Each employee in a management, confidential or supervisory position as set forth in Appendix A (a Management Employee) shall be entitled to earn vacation. Vacation shall be earned according to the following schedule:

1. 4.31 hours of vacation (one hundred twelve [112] hours per year) for each biweekly pay period in paid status until completion of five (5) years of continuous service. *(112.06 annual, 224.12 max)*

2. 5.85 hours of vacation (one hundred fifty-two [152] hours per year) for each biweekly pay period in paid status after completion of five (5) years of continuous service and until completion of ten (10) years of continuous service. *(152.10 annual, 304.2 max)*

3. 7.39 hours of vacation (one hundred ninety-two [192] hours per year) for each biweekly pay period in paid status after completion of ten (10) years of continuous service. *(192.14 annual, 384.28 max)*
4. 8.00 hours of vacation (two hundred and eight [208] hours per year) for each biweekly pay period in paid status after completion of twenty (20) years of continuous service. *(208 annual, 416 max)*

5. All part-time regular employees assigned to a one-half (1/2) time or more position shall accrue vacation pro rata in proportion to the percentage the employee’s regular assignment bears to a full-time assignment.

B. Special Vacation Entitlement. Effective January 1 of any year, all current employees shall be credited with thirty-two (32) hours of vacation. Employees hired between January 1 and April 30 shall be credited with twenty-four (24) hours of vacation. Employees hired between May and August 31 shall be credited with sixteen (16) hours of vacation. Employees hired between September and December shall be credited with eight (8) hours of vacation. These hours shall be added to the employee’s regular vacation earnings and the accrual limits increased accordingly.

C. Effective the beginning of the first pay period commencing the calendar year, an employee's vacation accrual shall not exceed two times the annual accrual. *(see above for calculated annual and max values)*

D. Vacation Eligibility. Vacation will be credited biweekly on a prorated portion of full-time compensated service. Vacation time off may be requested by the employee subject to the approval of the APCO.

E. Vacation Carryover. When a management employee is unable to take a scheduled vacation during a calendar year due to unusual and extenuating departmental needs which result in the employee's annual vacation accrual to exceed the maximum limits authorized, the APCO shall advise the Administrative Services Officer that the employee will exceed the annual vacation accrual limits and shall schedule the excess accrual vacation days to be taken off between the period January 1 and March 31 of the new calendar year. Should the management employee voluntarily choose not to take the scheduled vacation during the extension period, the excess accrual days shall be forfeited. Should the APCO, as a result of emergency needs of the District, be unable to schedule the excess accrual vacation days during the extension period, the employee shall be paid for the excess accrual of vacation days following the end of the extension period.

F. Illness During Vacation. Any management employee becoming seriously ill while on scheduled vacations may request that the hours he or she were ill be charged against his or her sick leave balance rather than their vacation leave balance. This request may be made only in the case of serious illness which required hospital and/or physician treatment and prevented the employee from carrying on normal activities. Doctor's verification is required, if requested by the APCO.

G. Vacation Buy Back.

1. Management employees taking at least forty (40) hours of vacation time shall, concurrently, have the option of requesting pay in lieu of time off for up to an additional forty (40) hours of accrued vacation time once per fiscal year. Vacation buy-back shall only be available in increments of eight (8) hours. Such requests are subject to the approval of the APCO and the availability of funds.
2. In addition to vacation buy-back pursuant to the above, management employees shall have the option of requesting an additional buy-back of one hundred four (104) hours of vacation time per employee during each year of the contract in increments of eight (8) hours. Such requests are subject to the approval of the APCO and the availability of the funds.

11.00 SICK LEAVE

Sick leave must be used in minimum increments of one-half hour.

11.01 All Regular Full-Time Employees

A. Sick Leave Accrual. All regular employees shall earn sick leave at a rate of 3.7 hours per biweekly pay period (ninety-six (96) hours per year). Sick leave may be accumulated without limit during a continuous period of employment.

B. Sick Leave Eligibility. Only regular help employees shall earn sick leave. Regular help employees working less than full time shall earn sick leave on a pro rata basis.

C. Uses of Sick Leave.

Sick leave shall be granted only for the following:

1. The employee's illness or disability;
2. The employee's routine medical or dental appointments; and,
3. Critical illness in the family.

D. Sick Leave Buy Back Option. On retirement or termination in good standing, an employee who has on accrual more than two hundred and forty (240) hours of sick leave may be compensated for that portion over two hundred and forty (240) hours at one-half (1/2) the normal rate of pay for the employee up to a maximum of $3,000.00.

Sick leave shall not be considered a privilege to be used at the employee's discretion. It shall be allowed only in case of necessity for actual sickness or disability. Whenever a regular employee believes it necessary to be absent from duty because of the critical illness of an immediate family member, the employee may request permission of the APCO to be absent and time off shall be charged against sick leave in accordance with California Labor Code Section 233. For the purpose of this section, “immediate family member” means spouse; domestic partner; biological, step, adopted or foster child or parent; brother; sister.

11.02 Intentionally Blank.

11.03 Intentionally Blank.

11.04 Reporting Requirement
Except in emergency, in order to receive sick leave compensation while absent, the employee shall notify the APCO or designated representative prior to or within four (4) hours after the time set for the beginning of the employee's work shift.

11.05 Medical Reports

In cases involving absences of three (3) consecutive work days or more, or upon good cause based on the protection of employee health and welfare, the employee shall, upon the APCO's request, file a physician's certificate with the APCO stating the cause of the absence and the employee's physical ability to return to work on a full or limited duty basis. In general, the employer shall notify employees at the time they are reporting their absence due to illness that a doctor's certificate will be required. Exceptions can be made in cases of suspected sick leave abuse, or where APCO determines the health, welfare or safety of any District employees or its clients give a reasonable basis for the APCO's requesting a confidential physician certificate relating the diagnosis and recommendations for ensuring the safety, health and welfare of District staff and/or its clients.

11.06 Payment of Sick Leave

Sick leave time shall be charged to the employee's accrual and paid at the employee's current rate of pay. Employees who exhaust sick leave with pay may request to use any accrued vacation or compensatory time off.

11.07 Intentionally Blank

11.08 Catastrophic Leave Pool

The purpose of the Catastrophic Leave Pool is to enable District employees to receive and donate vacation and compensatory time off (CTO) leave credits to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family.

The following conditions shall apply to Catastrophic Leave:

A. Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.

B. The leave pool shall be administered by the Administrative Services Officer.

C. Employees must be in regular appointed positions to be eligible for catastrophic leave.

D. The employee may be on Disability benefits and use the leave pool credits in the same manner that sick leave is used to supplement disability benefits.

E. All donations are to be confidential, between the donating employee, the Administrative Services Officer and APCO.
F. Employees donating to the pool must have forty (40) hours of vacation available after making a donation.

G. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation.

H. Donation will be subject to applicable tax laws.

I. The availability of Catastrophic Leave shall not delay or prevent the District from taking action to medically separate or disability retire an employee.

J. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidence by a Physician's Statement that the presence of the employee is necessary.

12.00 LEAVES OF ABSENCE

12.01 Bereavement Leave

Whenever a regular employee believes it is necessary to be absent from duty because of the death of a member of the employee's immediate family, the employee may request permission of the APCO or designated representative to be absent for not more than three (3) standard work days with pay for each occasion. Any time used in this manner shall not be charged to sick leave or vacation but shall be documented and recorded as bereavement leave. For purposes of this section, "immediate family" means spouse; domestic partner; biological, step, legal, adopted or foster child or parent; brother; sister; grandchild; grandparent; mother-in-law and father-in-law, brother-in-law and sister-in-law.

In addition to the bereavement leave benefit set forth, a regular employee who believes it necessary to be absent from duty because of the death of a member of the employee's immediate family who resided out of the State of California, or over 400 miles one way from his/her home, may have an additional two (2) working days of bereavement leave to be charged to sick leave.

Notwithstanding the definition of "immediate family" above, bereavement leave in the case of the death of individuals, other than those already listed, living in an employee's household as a family member may also be provided by the APCO. Approval shall be on a case-by-case basis by the APCO in his/her sole discretion.

12.02 Industrial Disability Leave With Pay

Each regular employee not covered by Labor Code Section 4850 shall be granted an industrial disability leave in accordance with the following rules.

A. Employees shall be required to use any accrued leave benefits in order to receive paid leave.
B. Employees' earnings will be adjusted to the differential between amount paid and any industrial
disability benefits received during the period of paid leave.

C. Employees shall have leave benefits reinstated in the equivalent value of the disability benefits.

D. During the period of the paid industrial disability leave; employees will continue to accrue full
benefits for vacation, sick leave and holidays. Benefits for retirement will be accrued on the
salary differential representing the adjusted leave benefits.

12.03 Industrial Disability Leave Without Pay

Each regular employee who is injured or contracts an industrial illness on duty shall be granted an
unpaid disability leave by the APCO from the time accrued leave benefits are exhausted until the
employee is released to return to work or the employee is declared permanent and stationary or a
compromise and release is signed, whichever occurs first. Employees shall accrue no benefits while
in this status.

12.04 Military Leave

Military leave shall be granted in accordance with the provisions of state law. All employees entitled
to military leave shall give the APCO an opportunity within the limits of such military regulations to
determine when such leave shall be taken and shall provide the APCO with a copy of the military
orders.

12.05 Family Leave

Employees are entitled to unpaid leave under the California Family Right Act (CFRA), Pregnancy
Disability Leave Act (PDL) and/or the Family Medical Leave Act (FMLA), due to the employee’s
medical condition or due to that of a family member. Employees that have need for such leave and
believe they are entitled must contact District Administration as soon as possible. For the purpose of
this section, “family member” means spouse, domestic partner and parents of domestic partner;
biological, step, legal, adopted or foster child or parent; spouses of parents; brother; sister; grandchild
and spouses of grandchild; grandparent and spouses of grandparent; mother-in-law; father-in-law;
brother-in-law; sister-in-law; daughter-in-law; son-in-law; any individual related by blood or affinity
whose close association with the employee is the equivalent of a family relationship.

In addition, employees may wish to consult the following websites for more information, as well as
the posted workplace materials.


Non-compensated leave under this section shall not be permissible until the employee has exhausted
sick leave.

12.06 Jury Duty Leave

Employees shall notify the APCO upon receiving notice of jury duty. Employees who serve on a jury
shall be granted a leave of absence with pay in the amount of the difference between the employee's
regular earnings and the amount received for such appearances. Employees called for such court
appearances may retain the court paid mileage fees and lodging subsidy if applicable. If called to jury
duty, a regular employee may elect to:

A. Receive the jury duty fee and also full salary payments chargeable to vacation or compensatory
time off.

B. Receive the jury duty fee and authorize the District APCO to deduct the fees from their salary
or wages and receive the paid leave.

Employees called to jury duty during normal working hours are in each instance required to collect
fees for such service to the extent authorized by the Court and to advise the APCO.

12.07 Voluntary Furlough Program

A. Purpose - The purpose of the voluntary furlough program is a joint labor-management effort
to assist the District in times of economic hardship. It is a cost containment program designed
to reduce operating expenditures, preserve public services, and reduce the need for layoffs of
permanent staff. This program shall remain in effect through the duration of this contract.

B. Conditions - The APCO, at his/her sole discretion, may grant a permanent, regular help,
probationary, or part-time employee voluntary, unpaid time off subject to the following
conditions.

1. Unpaid leave may be taken in increments of one (1) full hour with a minimum of ten (10)
hours per request.

2. Unpaid leave may be granted by the APCO or designee for all scheduled work periods.

3. Credit towards, sick leave, vacation leave, and holiday eligibility, and medical insurance
shall accrue as though the employee were on paid status. Additionally, credit shall accrue
for merit advancement, completion of probation, and seniority for purpose of layoff. Credit for retirement shall accrue as though the employee were on paid status except when the employee's PERS-reportable hours falls below 1,730 in the calendar year.

C. Procedure - The following procedure will be used in the management of the voluntary time off
program:

1. The APCO or designee shall distribute to eligible employees a "Voluntary Time Off
Request Form".

2. An employee requesting voluntary time off without pay shall complete the form
indicating the number of hours (or day or days) and date(s) of the leave and return the
form to the APCO or designee.

3. The APCO or designee shall review the requested time off dates and times and resolve
any scheduling conflicts. Seniority shall be used to resolve scheduling conflicts if the
number of requests for the same time off is excessive. The department head or designee
shall notify the employee of approval of the request.
4. The APCO shall forward all approved request forms to the Administrative Services Officer.

5. The APCO shall post a schedule with all approved voluntary unpaid time off requests.

D. Incentive - As an incentive for employees to use the voluntary time off program, additional vacation credits shall be granted to the employee's vacation accrual as follows:

<table>
<thead>
<tr>
<th>Number of Unpaid Hours</th>
<th>Vacation Hours Credited</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 hours</td>
<td>One (1)</td>
</tr>
<tr>
<td>20 hours</td>
<td>Two (2)</td>
</tr>
<tr>
<td>30 hours</td>
<td>Three (3)</td>
</tr>
<tr>
<td>40 hours</td>
<td>Four (4)</td>
</tr>
<tr>
<td>50 hours</td>
<td>Five (5)</td>
</tr>
</tbody>
</table>

12.08 Paid Administrative Leave and Overtime Exempt Partial Day Absence Approval

The APCO may, in his/her sole discretion, when, in his or her opinion, extraordinary circumstances exist and necessary for the operation of the department, place an employee on paid administrative leave subject to call. Paid administrative leave may not exceed ninety (90) calendar days without the expressed approval of the Governing Board of Directors.

Employees exempt from paid overtime as specified in Section 9.01 herein, shall earn five (5) days administrative leave per year accumulated to a maximum of forty-four (44) days. Administrative leave must be taken in minimum increments of one-half hour. Authorized absences of less than one full regular day may be approved by the APCO without reduction of pay if exempt employee has no paid leave time available. However, such approval shall not affect and shall have no bearing upon the imposition of attendance-related discipline upon the employee.

In extraordinary circumstances, the APCO may recommend to the Governing Board that additional administrative leave be granted to an employee(s). Extraordinary circumstances shall mean circumstances involving periods of very long hours. The additional leave shall not be construed to constitute overtime.

13.00 HOLIDAYS

13.01 Holidays Defined

The following shall be celebrated as paid holidays:

1) New Year's Day January 1
2) Martin Luther King's Birthday Third Monday in January
3) Presidents’ Day Third Monday in February
4) Cesar Chavez Day March 31
5) Memorial Day Last Monday in May
Memorandum of Understanding - October 1, 2021

6) Juneteenth
6) June 19
7) Independence Day
7) July 4
8) Labor Day
8) First Monday in September
9) Veterans' Day
9) November 11
10) Thanksgiving Day
10) Designated Thursday in November
11) Post-Thanksgiving Day
11) Friday following Thanksgiving Day
12) Christmas Day
12) December 25

13) Every day appointed by the President and/or Governor, and the Governing Board, for a public fast, thanksgiving or holiday, when the day is celebrated as a State or Federal holiday.

14) Days declared as new permanent Federal holidays shall be observed as District holidays.

When a designated holiday falls on Sunday, the following Monday shall be observed. When a designated holiday falls on a Saturday, the preceding Friday shall be observed.

Each employee in a compensated employment status shall be entitled to a floating birthday holiday, which may be taken at the employee's discretion subject to approval by the APCO. Birthday holidays shall be considered as a designated holiday.

13.02 Eligibility for Holiday Pay

Each employee in a compensated employment status on the assigned work day immediately preceding and the assigned work day immediately following a designated holiday shall be entitled to compensation for the designated holiday. Extra-help employees shall not be entitled to paid holidays or compensated time off for holidays worked.

13.03 Holiday Compensation

A. Employees required to work on a designated holiday or whose regular scheduled day off falls on a designated holiday shall, at the discretion of the APCO, be entitled to equivalent compensated time off scheduled either the day proceeding the designated holiday or within sixty (60) days following the designated holiday.

B. Employees assigned to the reduced work schedule as provided in Section 8.04 above shall receive nine (9) hours compensation for each listed holiday. All other employees, including those on alternative work schedules, shall receive credit for eight (8) hours per holiday, unless otherwise approved by the APCO.

14.00 COMPENSATION

Compensation shall only be reported to PERS as pensionable compensation for Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA) of 2013 as it is currently enacted and as it is amended in the future, and its implementing regulations, referred to hereinafter collectively as “PEPRA”

14.01 Salary, Basic Pay Plan
The basic pay plan consists of the salary ranges and the assignment of classes to such ranges as provided in the District salary schedule and referenced hereto as Attachment C. Each employee shall be paid within the range for his/her class unless otherwise provided for in this agreement.

14.02 Salary Adjustments

The following salary adjustments to classifications and positions are hereby implemented:

Each position covered under this memorandum of understanding is allocated to a salary range pursuant to Appendix B. The bi-weekly salary schedule is given in Appendix C and includes a five-four percent (54%) wage increase applied to all members of the Association effective October 1, 2018, an additional 2% wage increase will be applied to all members of the Association effective October 1, 2019 and an additional 2% wage increase will be applied to all members of the Association effective October 1, 2020. No other salary adjustments are contemplated by this agreement. Any further changes will require Board approval.

All employees holding a valid Professional Engineers licenses will receive an additional 2.5% increase to their pay.

In addition, the APCO is vested with the authority to provide incentive pay for outstanding employee performance, all in the APCO's sole and unreviewable discretion, the aggregate of such payments not to exceed $7,500 annually. This pay is not PERS reportable for PEPRA employees.

The parties agree to meet and confer regarding salary adjustments related to the California Consumer Price Index beginning the month of April, 2022.

The parties agree to meet and confer regarding salary adjustments related to the California Consumer Price Index beginning the month of April, 2023.

No other salary adjustments are contemplated by this agreement. Any further changes will require Board approval.

14.03 Hours of Service for Purposes of Step Advancement

A. Defined. Paid hours of work and hours of paid leave of an employee within the number of authorized hours of the position occupied by the employee shall constitute hours of service. Hours worked in excess of the number of hours authorized for the position, whether overtime or not, shall not be included in hours of service. Unpaid absences, whether authorized or not, shall not be included in hours of service.

B. Standard Steps (Steps One through Five). Step advances are predicated upon merit and length of service, and each full-time or part time employee in a budgeted position may receive an advancement to the next higher, standard step in the salary range for his/her classification, after completion of 2080 hours of satisfactory or better service at the employee's current step, as evidenced by a standard or better performance evaluation rating.
C. Notwithstanding the provisions of subdivision B, the Governing Board, or the APCO, upon a finding of unique excellence of service to the District, may grant an out of step advance to higher steps within the same salary range to an employee.

14.04 Step Placement and Step Advancement upon Appointment to Higher Class

A higher class is one in which the fifth step hourly rate of the salary range for the new class is greater than the fifth step hourly rate of the salary range for the current class.

An employee who is appointed to a higher class which is in this representation unit shall be placed at the step in the salary range for the higher class which is closest to the hourly rate in the lower class but which provides at least a five percent (5.0 %) increase; provided that the employee's salary in the new class is not less than the minimum of the salary range nor greater than the maximum of the salary range for the new class.

For purposes of accrual of hours for step advancement, the beginning date shall be the most recent date of appointment to the higher class.

14.05 Step Placement and Step Advancement upon Appointment to an Equal Class

An equal class is one in which the fifth step hourly rate of the salary range of the new class is the same as that for the current class.

Upon appointment to an equal class, the employee shall retain the same Step 5.

Upon appointment to an equal class, hours of service accrued in the former class for purposes of step advancement shall apply to the new class.

14.06 Step Placement and Step Advancement upon Appointment to a Lower Class

A lower class is one in which the fifth step hourly rate of the salary range for the new class is less than the fifth step hourly rate of the salary range for the current class.

A. Demotion and Demotion in Lieu of Layoff

An employee who voluntarily demotes to a lower class, including a voluntary demotion in lieu of layoff, or who is demoted to a lower class for disciplinary purposes, shall be placed at the same step in the new salary range as she/he was receiving in the salary range of the higher class (e.g., Step 3 to Step 3), and hours of service accrued in the step in the higher class shall be credited towards step advancement in the lower class.

B. Reclassification of Position to Lower Class: Y-Rate

An employee whose position has been allocated to a lower class shall have his/her salary Y-rated (frozen).
An employee who is placed on Y-rate shall retain his/her hourly salary rate of the higher class until such time as the maximum salary of the lower class exceeds the employee's Y-rated (frozen) salary.

At such time as the salary for the lower class exceeds the employee's Y-rated salary, the employee shall be placed at the salary step in the range of the "lower" class, which is closest to but exceeds the employee's Y-rated salary.

**14.07 Step Placement and Step Advancement upon Re-employment**

An employee who is laid off from a budgeted position of the District and who is reemployed in the same job class in a budgeted position of the District within one year from the layoff shall be placed at the same step of the salary range the employee held in that class at the time of layoff, and hours of service for purposes of step advancement which the employee held at the time of layoff shall be restored.

**14.08 Effective Date of Step Advancement**

Step advancements which would be effective the first week of the pay period shall have an effective date of the first day of that pay period; step advancements which would be effective the second week of the pay period shall have an effective date of the first day of the next pay period.

**14.09 Step Placement Upon Hiring**

Each employee, upon appointment by the APCO, shall be placed in Step 1 of the respective employee's salary range. However, at the discretion of the APCO, and upon finding that the District's needs and the employee's experience and abilities justifies a higher beginning step, may appoint the employee to an advanced step within the salary range. Notwithstanding the APCO's discretion, any initial placement above Step 4 shall require the Governing Board's approval.

**14.10 Special Additional Sixth Step**

An employee in a budgeted position shall be eligible for advancement to the special, additional sixth step in the District salary table for his/her classification, provided that all of the following conditions are met:

1. The employee is currently at Step 5 of the salary range for his/her classification or in a directly related class series; and

2. The employee has 10 years or more of continuous service with the District, and

3. The employee's performance for the previous four years meets or exceeds the following standards:

   For each year during the previous four-year period, the employee's overall "Performance Evaluation: must reflect a rating of exceeds the job standards.

4. The APCO recommends the advancement.
Employees who may not have received an annual evaluation in any year of service will be considered to have met the minimum criteria for the Step 6 advancement for that rating period.

The APCO may, under exceptional circumstances, waive the performance standard required above.

Step 6 shall be placed at ten percent (10%) above Step 5.

14.11 Temporary Assignment in Higher Pay Classification, Working out of Class

Whenever an employee is assigned in writing by their supervisor or acting supervisor to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year, (or eight (8) cumulative working days or seventy-two (72) cumulative working hours in a fiscal year for thirty-six (36) hour work week employees), the employee shall be entitled to be compensated with an additional five percent (5%) over his/her current rate of pay beginning with the eleventh (11th) day or the eighty-first (81st) hour of the assignment (or ninth (9th) day or the seventy-third (73rd) hour of the assignment for thirty-six (36) hour work week employees). A continuous out-of-classification assignment bridging two (2) fiscal years shall be treated as if it occurred during the prior fiscal year. For example, an employee receiving compensation for an assignment, which commenced June 15 of one fiscal year and ended on July 5 of the succeeding fiscal year, would receive compensation for the entire assignment. Similarly, an employee whose eleventh (11th) day or eighty-first (81st) hour (or ninth (9th) day or seventy-third (73rd) hour for thirty-six (36) hour work week employees) of out-of-classification assignment occurred during the prior fiscal year would commence receiving compensation as of the eleventh (11th) day or eighty-first (81st) hour (or ninth (9th) day or seventy-third (73rd) hour for thirty-six (36) hour work week employees). An out-of-classification assignment for a vacant position shall not exceed 960 hours within a fiscal year. A vacant position does not refer to a position that is temporarily available due to another employee’s leave of absence. This provision shall only be reported to PERS as pensionable compensation for Classic Members as defined by the Public Employees’ Pension Reform Act (PEPRA of 2013) as it is currently enacted and as it is amended in the future and its implementing regulations, referred to hereinafter collectively as “PEPRA.”

14.12 Bilingual Pay Differential

When it has been determined that an employee's use of bilingual language skills or specialized communication skills are essential and critical for the successful performance of job duties, a bilingual differential shall be paid at a rate of three dollars twenty-five cents ($3.25) per day or thirty-two dollars fifty cents ($32.50) per pay period.

14.13 Intentionally Blank

14.14 Standby Pay

A. **Status.** Effective immediately, each employee in the unit of representation shall be entitled to receive twenty-five dollars ($25.00) for each eight-hour (8) standby shift, or portion thereof, as ordered and authorized by the APCO. A standby shift is defined as any eight-hour (8) shift following the employee's normal assigned shift.

B. **Response Time.** Employees placed on standby status shall keep the APCO or designee advised of their location during the standby shift and shall respond to duty within two (2) hours from
the time of notification. When an APCO determines it is in the interest of the District to provide electronic paging devices for standby workers, the APCO shall provide and maintain such devices and instruct workers in proper use. Employees on standby status shall not be eligible for callback pay as specified under Section 14.13. Employees returning to duty from standby shall be eligible for overtime as specified in Section 9.00.

C. **Exemption.** Employees who would face a hardship in serving standby because of the need to care for small children may request exemption from standby duty on a bi-weekly basis. Employees so requesting must have arrangements for alternative coverage. Approval shall be at the sole discretion of the APCO or his/her designee.

D. **Exclusion.** Standby pay does include after hour liaison shifts set out in Section 9.09.

### 14.15 Special Assignments

Effective October 1, 2021, employees receiving the following special assignments shall be entitled to the specified special assignment pay, for the duration of the assignment. These assignments and the respective special assignment pay shall not be a "property right" to any employee, and the assignments shall be at the exclusive discretion of the APCO.

1. Clerk of the Governing Board shall receive special assignment pay of $85.00 per month.
2. Clerk of the Hearing Board shall receive special assignment pay of $40.00 per month.
3. Safety Officer shall receive special assignment pay of $70.00 per month.
4. Employees assigned to obtain, and who maintain, the State Hazardous Material Certification of Health & Safety Training for Hazardous Waste Workers, shall receive special assignment pay of $50.00 per month.
5. Employee assigned as Web Master shall receive special assignment pay of $65.00 per month.
6. Employee assigned as the Information Technology (IT) Officer shall receive special assignment pay of $225.00 per month.
7. Employees whose duties require the use of a cell phone may accept a $40.00 per month cell phone allowance for the use of their personal cell phone for District business in lieu of being assigned a District cell phone.

The special assignment pay shall be effective the first day of the month assignment is made.

### 15.00 Unemployment Insurance

District employees shall be covered by unemployment insurance pursuant to state law. The purpose of this coverage is to provide benefits to former employees who are no longer employed through no
fault of their own. Employees who terminate from District employment shall complete termination forms and procedures as required by the APCO.

16.00 EMPLOYEE INSURANCES

A. All regular employees assigned to full-time or more position and the employee's dependents shall be entitled to participate in the District-sponsored group health plan. Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to the contract limitation with the health plan carrier. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability.

B. Employees assigned to the reduced work week schedule and assigned to work seventy-two (72) hours per biweekly pay period shall be considered full-time employees. Employees assigned to a reduced work week position and assigned to work thirty-six (36) hours or more per biweekly pay period in that position, and that employee's dependents, shall be eligible to participate in the District's Benefit Plan.

16.01 Plan Documents Controlling

The plan document for insurances specified below (health, dental, vision, long term disability, life) is controlling.

16.02 Health Plan

A. Employee Health Plan Eligibility: All regular employees assigned to a one-half (1/2) time or more position and the employees dependents shall be entitled to participate in the District sponsored Cafeteria Plan. Employees working less than full-time and hired after November 1, 1987, shall receive pro-rated health contributions rounding to the nearest one-quarter time (i.e. either fifty percent (50%) seventy-five percent (75%), or one hundred percent (100%) of the District contribution for full-time employees). Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to the contract limitation with the health plan carrier. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability.

B. Employees assigned to the reduced work week schedule and assigned to work 72 hours per biweekly pay period shall be considered full-time employees. Employees assigned to a reduced work week position and assigned to work thirty-six (36) hours or more per biweekly pay period in that position, and that employee's dependents, shall be eligible to participate in the District's Benefit Plan.

16.02.1 Health Plan Description

The District Flexible Benefits Plan (hereafter "Cafeteria Plan") is available to all employees in regular-help positions (hereafter "employee"). There will be two (2) participation levels, identified as Employee "A" and Employee "B" as per Section 16.02.2. Once the selection is made, it will remain in
force until the next open enrollment period. The fee for a third-party administrator will be paid by the District.

The basic group term life insurance will continue to be provided at District expense and will not be part of the Cafeteria Plan.

### 16.02.2 Participation Levels

Employee A--Core Plan: In accordance with Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA), the District will pay the first portion of the premium for medical coverage as designated in the most current PERS Circular Letter. In addition, the District will contribute the following participant premium medical coverage and will increase the District contribution by 50% for any future rate increase during the term of this agreement in the medical, dental, and vision plans. Since there are several medical plans available through the PERS Health Plan, future District contribution increases will be based on the Blue Shield HMO rates. The District contribution amounts as of September 1, 2021 are:

<table>
<thead>
<tr>
<th>Participant Levels:</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$656.5479</td>
</tr>
<tr>
<td>Employee plus one</td>
<td>$1,278.791</td>
</tr>
<tr>
<td>Family</td>
<td>$1,683.042</td>
</tr>
</tbody>
</table>

If the employee elects medical coverage, then the employee must participate in a dental plan option and the vision insurance (Core Plan). If dependent coverage is sought, dependents must participate in the dental and vision plans unless they are unable to do so for reasons beyond their reasonable control.

Employees that have elected to participate in the "Core Plan" can also elect to participate in optional benefits. If the employee has any surplus Flexible Benefit Account credits after making all elections required to participate in the health insurance, the employee can use that surplus toward the Flexible Benefit Options listed in the Flexible Benefit Option Exhibit. Employees that wish to participate in the optional benefits in the plan, with the exception of the cash back option, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

The parties agree to meet and confer regarding the participation levels, annually, by October 1st of each year of the agreement.

Employee B--Flexible Benefit Options: Employees who elect not to participate in Option A will be asked to sign a waiver and will be required to provide proof of medical insurance (see Section 16.02.3). They will have an opportunity to participate in the Flexible Benefit Options as set forth in attachment Appendix F.

The District will provide an employer flex credit monthly contribution for "employees" who elect Option B in the amount of the current District’s participant contribution for Employee Only per month. Employees can use this contribution toward any of the Flexible Benefit Options listed in the Flexible Benefits Options Exhibit. Employees that wish to participate in the Flexible Benefit Options, with the exception of the cash back option, but do not have sufficient flex credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

### 16.02.3 Administration
A. No benefits will be paid to employees in Category B until proof of insurance is on file with the APCO.

B. Part-time regular help employees will receive proportional benefits as provided in the Memorandum of Understanding. For purposes of benefit plan eligibility for the duration of the thirty-six (36) hour schedule, employees who are assigned to work seventy-two (72) hours in any pay period shall be considered to be full-time employees. All employees assigned to a one-half (1/2) time or more position, and the employee's dependents, shall be entitled to participate in the District's Flexible Benefits Plan. Employees working less than full-time, shall receive prorated flex benefit contributions rounding to the nearest one-quarter time; i.e., either fifty percent (50%) for employees working thirty-six (36) hours to forty-five (45) hours; seventy-five percent (75%) for employees working forty-six (46) to sixty-four (64) hours; or one hundred percent (100%) for employees working sixty-five (65) hours or more.

C. Any money deposited in the Flexible Benefits Account of an employee must be used during the plan year; otherwise, the remaining balance reverts to the District. Upon separation, the money will be disbursed in conformance with the rules and procedures explained to and authorized by the employee at the time of his/her enrollment.

16.02.4 Retired Employee Options

Those employees hired before October 1, 2018 and who are retiring in good standing with at least ten (10) years of cumulative service with the District, are members of the District-sponsored health plan, are members of PERS and subject to this Memorandum of Understanding, are entitled to twelve (12) months of reimbursable health premiums immediately following retirement subject to the provisions of the contract between the District and the Public Employees’ Retirement System.

In addition to the provisions of the sick leave buyback plan (Section 11.01.D), any retiring employee hired before October 1, 2018 is eligible for sick leave conversion for a health premium plan. Under this sick leave conversion, a retiring employee will receive one month of paid health benefits (excluding life), for each eight (8) hours of sick leave on accrual at the date of retirement. Coverage under this plan shall not be extended to employee dependents or to employees beyond Medicare Supplemental Qualifying Age.

An employee hired before October 1, 2018 enrolling in the health premium plan may elect to provide coverage for a dependent spouse by converting accumulated sick leave at an additional rate of twelve (12) hours of accumulated sick leave for one month of health insurance until the Medicare Supplemental Qualifying Age. The dependent spouse enrollment date must be declared at the time of the employee’s retirement or at a qualifying emergency event. The dependent spouse enrollment date may occur after the employee’s retirement date, but a specific start date must be specified at the time of the employee’s retirement. The dependent spouse must be eligible for enrollment under the requirements of the Health Insurance Portability and Accountability Act (HIPAA). If the dependent spouse is not eligible for enrollment pursuant to the provisions in HIPAA, coverage will revert back employee only coverage. The employee may undeclare (not provide coverage for) a dependent spouse with no loss of accrued sick leave if the retired employee notifies the District prior to the above specified date and at least 4 months prior to the beginning of the fiscal year which includes the specified date. Failure to notify the District within this time frame may result in loss of the allocated accrued sick leave for the dependent spouse until the next fiscal year. Changes to the coverage for a
dependent spouse are subject to the requirements in HIPAA and coverage may be terminated at their
death or another qualifying event, pursuant to HIPAA, without further use or loss of the retired
employee’s accrued sick leave.

A dependent spouse that has been enrolled in health coverage by a retired employee is eligible to
continue coverage if the retired employee reaches Medicare Supplemental Qualifying Age or upon the
employee’s death with the same conversion rate provided accumulated sick leave is available and if
the dependent spouse is still eligible for PERS health care in accordance with PERS policies.

Rights to continuation of health coverage above are in addition to any rights the employee is entitled
to under COBRA. The District will reimburse the employee, on a monthly basis, for eligible health
care premiums utilizing the available sick leave, when presented a copy of the employee’s retirement
pay voucher showing the premium deduction. The District shall pay the Dental and Vision premiums
directly.

Retiring employees may also choose to continue health coverage for themselves and their covered
dependents by paying the full premium required.

16.02.5  Pre-Tax Dollar Program

The District will make available to its employees a voluntary program of pre-tax dollar contributions
as provided in Internal Revenue Code Section 125. Should it be determined that this program is in
conflict with provisions of the Internal Revenue Code or any other relevant law or regulations which
would subject the District and/or its employees to a penalty, the program will be suspended.

16.02.6  Payroll Contributions

Payroll contributions shall normally be deducted in equal deductions in two pay periods in a month
(e.g., one-half in the first pay period and one-half in the second pay period). However, for new
enrollees, terminating employees and enrollees going on or returning from an unpaid absence, the
entire premium will be deducted in one pay period of the month, rather than two.

16.03  Dental Insurance

The District agrees to pay the premium for a dental plan for employees and eligible dependents during
the term of this agreement. Dental insurance provided by this section shall be subject to the limitations,
benefits and incorporated as part of the Flexible Benefit Plan options set of in Section 16.02 above.

16.04  Optical Insurance

The District agrees to pay the premium for optical insurance during the term of this agreement. Optical
insurance provided by this section shall be subject to the limitations, benefits and incorporated as part
of the Flexible Benefit Plan options set forth in Section 16.02 above.

16.05  Life Insurance

The District agrees to provide $25,000 term life insurance for all employees during the term of this
agreement, effective January 1, 2009.

16.06  All Insurance
The District continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after prior meet and consultation with the Employees' Association. In the event a change in insurance carrier is made, an open enrollment period will be authorized.

**16.07 Disability Insurance**

Each regular District employee shall participate in the Disability Insurance Plan. Disability Insurance is integrated with the District's sick leave plan and the employee(s) shall be allowed to use up to fifteen (15) vacation and/or CTO days in addition to sick leave in combination with payments due from Disability Insurance for each disability in accordance with the following formula:

A. The employee's gross biweekly wage shall be multiplied by a factor of 0.85 and the resulting product reduced by the amount of payments for the biweekly period. The resulting balance shall represent the amount of gross sick leave/vacation and/or CTO pay from which mandatory and voluntary deductions shall be made.

B. It shall be the employee's responsibility to apply for benefits and to file with the Administrative Services Officer immediately upon receipt. Upon receipt of said notice, the Administrative Services Officer shall adjust the employee's sick leave/vacation and/or CTO usage to the maximum eligible, according to the integration formula.

An employee receiving disability benefit payments who fails to provide the Administrative Services Officer within thirty (30) days of the onset of the disability benefits approval shall be deemed in violation of the terms of this agreement and the Administrative Services Officer shall immediately forward to the disability benefits carrier a report indicating that the employee had received full sick leave/vacation and/or CTO to the maximum allowed for the time in question.

The District shall develop a revised checklist for employees filing disability claims. The checklist will include clear step-by-step instructions for employees to follow and explain how the disability insurance program works.

**16.08 Continuation of Insurance during Absences without Pay**

Employees granted leaves of absence without pay of one full pay period or longer or employees suspended without pay for one full pay period or longer, must notify the APCO and make arrangements for payment of insurances in advance. "Advance" as used in this article means on or before the first working day of the pay period.

An employee who is absent without pay must pay in advance for any insurance coverage during the absence of one full pay period or longer. The only exception to advance payment is in the case of an emergency beyond the control of the employee and where payment shall be made at the earliest possible time after the leave commences.

Unless otherwise specifically provided under federal or State law, if the employee does not pay for insurance coverage during the absence without pay, he/she is treated like a new employee in terms of when coverage begins for each type of insurance. Unless otherwise specifically provided under federal or State law, should employees and/or their dependents not be covered during an absence without pay,
they may be treated as initial enrollees for insurance for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

When an employee is absent without pay for any reason, coverage under employee insurance (e.g., health, life, dental, long-term disability) ceases for the employee and any dependents the beginning of the first full pay period of the leave of absence without pay.

16.09 Liability of Employee for Ineligible Dependents

Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependent's behalf by the District for all employee insurances. It is the responsibility of each employee to provide written notification to the Air Pollution Control Officer and the applicable insurance carrier upon any enrolled dependent(s) becoming ineligible.

16.10 Intentionally Blank

16.11 Benefit Plan Review Committee

The Butte County Air Quality Management District Employees’ Association reserves the right to form a Benefit Plan Review Committee if changes in benefits warrant such an action.

17.00 RETIREMENT PLAN

17.01 Membership

Regular full time District employees shall be members of the Public Employees' Retirement System as provided by law and the terms of the contract in effect between the District and the Public Employees' Retirement System. Hourly-rated extra-help employees shall not be eligible for retirement benefits.

Participation in the retirement plan shall be consistent with the requirements of Public Employee Pension Reform Act (PEPRA). To the extent PEPRA conflicts with any provision of this Resolution, PEPRA will govern.

17.01.1 New Members

For purposes of this section “New Member” is defined by Public Employee Pension Reform Act (PEPRA) to be any of the following (statutory reference is to the California Code):

A. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

B. An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

C. An individual who was an active member in a retirement system and show, after a break in service or more than six months, returned to active membership in that system with a new employer. For purposes of this subdivision, a change in employment between state entities or from one school employer to another shall not be considered as service with a new employer.
“New Members”, as defined above, are eligible to participate in the County retirement program as contracted through the California Public Employees’ Retirement System (CalPERS). The retirement program is based on the highest average annual compensation over a three-year period and the 2% @ 62 formula.

17.01.2 Classic Members

As defined above, are eligible to participate in the District retirement program as contracted through the California Public Employees’ Retirement System (CalPERS). The retirement program is based on the highest single year of salary on the 2% @ 55 formula.

17.02 Retirement Contribution

“New Members”: Effective the pay period including October 1, 2015 employees shall pay the current employee contribution rate to the PERS retirement pension for the 2% at 62 formula.

“Classic Members”: Effective October 1, 2014, employees will pay on a pre-tax basis all seven percent (7.0%) of salary for the employee share of their PERS retirement pension. Seven percent (7%) of salary is the maximum employee contribution to the PERS retirement pension for the 2% at 55 option.

17.03 Retirement Credit for Sick Leave

An employee may, upon retirement from the District under PERS, use any sick leave accumulation not used as part of the calculated options for cash out or sick leave conversion as service time, in accordance with the PERS formula.

17.04 Credit for Butte County Employment

Notwithstanding other provisions of the MOU, an employee previously employed with Butte County shall be given equal transfer credit for his or her previous employment with Butte County. The employee shall have his or her retirement credits transferred to the District on a 1 to 1 basis without any devaluation, and the credit shall be additive toward the employees District employment term towards retirement. (For example, if employee A was employed with Butte County from 1988 through 1998, and then employed with the District from 1998 through 2000, employee A's retirement credit shall be at the year 2000, 12 years retirement credit.)

17.05 Employer Deferred Comp Program

A. 401(a) The District agrees to maintain an employer deferred compensation program, beginning July 1, 1999, though the term of this agreement, the carrier to be determined by the District. The District agrees to contribute 6% into this employer deferred compensation program, with 100% vesting to occur three (3) years after the date of initial employment for all permanent full-time positions.

B. 457 The District agrees to maintain, during the term of this agreement, an employee paid deferred compensation program, the administrator to be determined by the District.

18.00 REIMBURSEMENT OF EXPENSES
18.01 Expenses for Mileage

Except when authorized otherwise by the APCO, an employee shall drive District vehicles on District business. An employee may be authorized to use his/her personal vehicle on District business on the following circumstances: upon approval by the APCO or his designee, and following the filing with the District of proof of insurance and naming the District as additional insured.

An employee who has received authorization to use a privately-owned vehicle for District business shall be reimbursed at the rate as IRS dictates, for each mile driven on District business during the month.

All claims for mileage reimbursement must be submitted within ninety (90) days of incurring the mileage expense on the form directed by the APCO and with the supporting information directed by the APCO. Claims not submitted within ninety (90) days are not valid claims against the District.

18.02 Professional License Fees

Employees in the following classifications (upon the approval of the appointing authority) shall be eligible to be reimbursed for 100% of the professional license or certificate fees required as a prerequisite to their position.

1. Engineer, Professional registration
2. Air Pollution Specialist(s), Planner(s) and Engineer(s): Visible Emission Certification

19.00 BENCHMARK SURVEY DISTRICTS

Employee compensation in the following air pollution control and air quality management agencies shall serve as benchmarks in reviewing potential employee salaries and benefits:

1. Shasta County APCD
2. Feather River AQMD
3. Yolo-Solano Unified AQMD
4. Placer County APCD
5. San Luis Obispo County AQMD
6. N. Sonoma APCD
7. Northern Sierra AQMD
8. North Coast AQMD

Compensation data will include salaries, paid employee retirement contributions, and maximum medical contribution.

20.00 EMPLOYEE PERFORMANCE

The parties support the concept of high performance, high productivity, efficiency, and courteous treatment of the public and other staff in order to provide effective services to the community served by the District at reasonable cost.
20.01 Right to Representation

The District shall advise the employee of his/her right to be represented by the respective bargaining unit, Association, or other representative of his/her choosing at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected to be imposed. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to twenty-four (24) hours not including Saturdays, Sundays or holidays, in order to permit the employee to obtain representation. Nothing herein shall be construed to preclude the department and the employee, after due consideration of the facts and circumstances of the department's allegations, from abandoning or modifying the proposed disciplinary action by mutual consent.

20.02 Disciplinary Actions

Disciplinary action may be taken by the APCO or his/her designated representative for just and reasonable cause and/or applicable personnel rules, and shall include, but is not limited to, the following:

A. Suspension without pay for no more than sixty (60) calendar days -- the sixty-day limitation shall apply only to imposition of discipline by the APCO and does not limit the ability of the hearing officer to impose a greater period of suspension as a modification of an action of dismissal or disciplinary demotion.

B. Reduction in salary step -- the placement of an employee at a lower step in the salary range of the classification held by the employee.

C. Disciplinary demotion -- the appointment of an employee for disciplinary reasons to a position in another class with a lower salary range, provided the employee meets the minimum qualifications for the lower class.

D. Dismissal -- the separation of the employee from District service for cause.

NOTE: The APCO may suspend an employee with pay for a period not to exceed twenty (20) working days for purposes of investigation for possible disciplinary action. Such suspension with pay is not disciplinary action and is not subject to appeal.

20.03 Performance Correction Notice

Any performance correction notice of an employee in this representation unit by the District shall include the specific reason(s) for such reprimand. A copy of the notice may be placed in the employee's personnel file. Such a notice shall be sealed three years after its date of issuance. After the sealing, it may only be unsealed (1) to be used in any legal proceeding, claim, or dispute involving the District, or as ordered by a court or (2) for the inspection of the APCO, District Counsel, or the employee that received the performance correction notice.

Such performance correction notice shall include a statement that the employee may discuss the reprimand with the APCO, the Employees' Association and/or his or her council.
Such reprimands shall not be subject to appeal but the employee and/or his/her representative shall have the right to discuss the written reprimand with the APCO. The APCO may uphold, amend, or withdraw the reprimand at his/her discretion.

20.04 Notices of Disciplinary Action

A. **Pre-Disciplinary Notice:** If the APCO or his or her designee proposes to take disciplinary action in severity against an employee of a suspension without pay of five (5) days or more, the APCO shall first serve the employee with notice of the proposed discipline including the right to respond to the APCO prior to the action being taken. The notice shall be served at least seven (7) calendar days prior to the effective day of the action and shall be served on the employee personally or by certified mail. If the employee is personally served, the date of service shall be considered to be the first day of notification. If the employee is served by certified mail, neither the day of the mailing nor the following calendar day shall be considered in the seven (7) calendar days for notification purposes. The notice shall clearly specify the action taken, the reason for the action including the particular facts and specific incident(s) involved and the effective date(s) of the action and, in cases of demotion, shall contain a statement as to the wages and duties of the new position. The notice shall also advise the employee that a copy of the material upon which the action is taken or based is attached; the right to be represented and to respond verbally or in writing to the APCO or designated representative prior to the effective date of the action, and the right to appeal the action and the time within which the appeal may be made.

The APCO or a designated representative taking disciplinary action against an employee may, when it is necessary for the operation of the District, or to conduct an investigation into the allegation, assign the employee to less critical duties during the five (5) day review period. When extraordinary circumstances exist that require the immediate removal of the employee from the premises, the APCO or a designated representative may place the employee on paid suspension subject to call not to exceed five (5) days. If required to provide for full investigation of the allegations made against an employee, the five (5) day period for reassignment of paid leave may be extended up to thirty (30) days.

Nothing in this section or in Section 20.05 shall be deemed to preclude the taking and imposition of disciplinary action before the grievance procedure has been resorted to or exhausted by the employee's respective bargaining unit representative association or Employee.

B. **Notice to Association:** The APCO, upon initiating disciplinary action for discharge, demotion, or suspension of an employee identified in Appendix A, shall immediately notify the Association and representative of the employee.

If personal delivery at the work site cannot be accomplished, notice shall be served as follows, using the most current address in the employee's personnel file: (1) by mailing a copy of the notice by certified mail to the employee with return receipt required; and (2) by mailing a copy of the notice to the employee via first class U.S. Mail.

For purposes of establishing the time limits for filing an appeal, service of the notice of disciplinary action shall be deemed complete on the earlier of: (1) The date of receipt of the
notice sent by certified mail, or, (2) five (5) calendar days from mailing of the notice by first class U.S. mail.

20.05 Appeals

A. Who May Appeal. Only employees in full time, permanent, budgeted positions as identified in Appendix A who are not on probation shall have the right to appeal disciplinary actions as defined herein.

B. Appeal Time Lines and Contents. A written appeal of a disciplinary action as defined herein must be filed with the APCO within ten (10) working days of the date the notice of disciplinary action is deemed to have been received. Such notice must be filed by the employee against whom the disciplinary action is taken. The appeal shall contain a specific admission or denial of the material allegations contained in the notice of disciplinary action.

Failure by the employee to file an appeal with the APCO within the ten (10) working day time limit shall constitute an automatic forfeiture and irrevocable waiver of any right to appeal the disciplinary action.

20.06 Appeal Hearing

Hearings on appeals filed in accordance with the provisions of this Memorandum of Understanding shall be as follows:

A. Selection of Hearing Officer. The parties shall select a mutually acceptable hearing officer and schedule a day for the appeal hearing within twenty (20) working days of the date of the appeal of the disciplinary action. Should the Employees' Association representative exercise its option of representing the employee in the appeal, it may require that the hearing officer be an arbitrator.

B. Preparation for Hearing. At least ten (10) working days prior to the appeal hearing, the parties shall attempt to stipulate to as many facts as possible.

C. Expenses. The fees and expenses of the hearing officer shall be shared equally by the parties. It is understood and agreed, however, that all other expenses, including but not limited to fees for witness transcripts and similar costs incurred by the parties during such hearing, shall be the responsibility of the individual party involved.

If the employee is not represented by the Employees' Association representative for the appeal hearing, the employee shall certify in writing that she/he shall pay his/her share of the fees and expenses of the hearing.

D. Criminal Action-Alleged or Charged. When the facts alleged in the notice of disciplinary action constitute a crime, or where the employee has been charged with a crime arising from the same transaction, and the employee has filed an appeal of the disciplinary action, she/he may, at least ten (10) working days prior to the date of the appeal hearing, request a continuance of his/her appeal hearing for a reasonable period to determine whether a criminal charge will be filed or until after termination of the criminal case. Such a request must be accompanied by
waiver of salary and all benefits for the period of continuance, in the event the employee is reinstated.

E. *Hearings.* It shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings and a decision within twenty (20) working days of the conclusion of the hearing.

The hearing officer shall have the authority to deny, affirm or amend the disciplinary action appealed, but the hearing officer shall have no authority to add to, subtract from, alter, amend or modify any provision of this Memorandum of Understanding or impose on any party a limitation or obligation not explicitly provided for in this agreement.

### 20.07 Notice of Association

The APCO will, upon receiving a notice of disciplinary action for discharge, demotion, or suspension of an employee within the unit, immediately notify the Association. Failure of the APCO to immediately notify the Association shall not affect the appointing authority's notice of discharge to the employee.

### 21.00 GRIEVANCE PROCEDURE

*Intent.* An employee (or employees) shall have the right to present a grievance pursuant to this procedure. The employee (or employees) may be represented by the Employees' Association representative or an individual of his/her choice in the formal steps of this procedure. Employees who present a grievance shall not suffer reprisal or other punitive action by the District or an Employees' Association because of the exercise of the right to present or appeal a grievance. An employee (or employees) who have a grievance shall be given reasonable time off without loss of pay or benefits to present the grievance to District management pursuant to this procedure.

#### 21.01 Grievance Defined

A. A grievance may only be filed if it relates to:

1. A management interpretation or application of this Memorandum of Understanding which adversely affects an employee.

2. Failure by the District to provide a specific condition of employment which is established by the Administrative Code of the District and applies to employees in the Employees' Association, provided that the enjoyment of such condition is not made subject to the discretion of the District or APCO, and provided further that the condition of employment which is the subject matter of grievance is a matter within the scope of representation as defined in California Government Code Section 3504.

B. A grievance shall not include the following:

1. Complaints regarding Affirmative Action, Occupational Health and Safety or Worker's Compensation or the applicable procedures for such complaints.
2. The exercise of any District rights as specified in this Memorandum of Understanding, so long as the exercise of such rights does not conflict with other provisions of this Memorandum of Understanding.

3. Any impasse or dispute in the meet and confer process.

4. Any "interest" matters or matters within the scope of representation.

5. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreement.

6. Disciplinary actions.

7. Decisions of the APCO with respect to classification requests.

8. District's Governing Board of Directors resolution, or minute order.

9. Subjects involving the amendment of a state or federal law.


11. Denial of merit increases.

C. Other limitations on arbitration:

1. Grievances concerning provisions of the District Administrative Code shall not be subject to arbitration (Step 4).

2. Article 22.02 (Safety) shall not be subject to arbitration (Step 4).

3. Y-rating pursuant to Article 14.06 shall not be subject to arbitration (Step 4).

21.02 No Discrimination

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under this grievance procedure.

21.03 General Provisions

A. Grievance Withdrawal. The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the District representative who last took action on the grievance, with a copy to the APCO.

B. Reconsideration. By mutual agreement, the parties may revert the grievance to a prior step for reconsideration. If the grievance is not then settled at that prior level, the grievance shall be processed from the prior step following the time lines and process set forth in this Article.
C. **Consolidation.** The District and the Employees' Association may consolidate grievances where, in its discretion, the grievances present substantially similar issues.

D. **Grievance Resolution.** If a grievance is resolved at Step 2 or Step 3 the grievant(s) concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated on the grievance form. If the employee(s) has been represented by the Employees' Association at the step of procedure at which a resolution is reached, the Employees' Association representative shall also sign in the appropriate space on the grievance form, acknowledging that the grievant(s) has accepted the resolution.

### 21.04 Time Lines

A. The time limits set forth herein are essential to the grievance procedure and shall be strictly observed.

B. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing.

C. If, at any step of the grievance procedure, the grievant(s) is dissatisfied with the decision rendered, it shall be the responsibility of the grievant(s) to submit the grievance to the next step within the time limits specified.

D. Failure to submit the grievance within the specified time limit shall terminate the grievance process and the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

E. The grievant(s) has the right to promptly proceed to the next step within the prescribed time limits if the appropriate District representative fails to respond within the time limit specified.

### 21.05 Grievance Processing Steps

An employee has the right to present his/her own grievance. A group of employees may also present a grievance. The Employees' Association may file a grievance on those matters concerning the rights of the Employee Association as an organization as specified in Article 4 of this MOU.

A. **Step 1 - Informal**
The grievant(s) shall first discuss the grievance informally with his/her Division Chief and inform the Division Chief that the subject of the discussion is a grievance. The discussion shall be held within ten (10) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant(s). In no event shall any grievance be accepted for consideration more than forty-five (45) working days from the date of the action causing the grievance, regardless of the date the action became known to the grievant(s).

Every reasonable effort shall be made to resolve the grievance at this level. The Division Chief shall respond verbally to the grievant(s) within five (5) working days of the informal discussion between the grievant and the Division Chief.

Any settlement must be in accordance with the provisions of this Memorandum of Understanding or, if applicable, the District's Personnel Rules.
B. Step 2 - Formal Written Grievance

In the event the grievant(s) believe the grievance has not been resolved satisfactorily, the grievant(s) shall submit the grievance in writing to the Division Chief within ten (10) working days of receipt of the Division Chief's verbal response at Step 1. A copy of the grievance shall also be provided to the APCO. In the event the Employees' Association believes a grievance filed with respect to Article 6 has not been satisfactorily resolved at Step 1, the Employees' Association shall submit the grievance in writing to the APCO within ten (10) working days of receipt of the APCO's verbal response at Step 1. If the grievance is not filed at Step 2 within the time limits provided herein it shall be deemed to not exist.

All formal grievances shall be presented on grievance forms which are available to employees and the Employees' Association and which shall contain the following information:

1. the name of the grievant(s),
2. the specific nature of the grievance and how the grievant(s) was adversely affected,
3. the date, time and place of occurrence,
4. the specific provision(s) of this Memorandum of Understanding or of the Personnel Rules alleged to have been violated,
5. any decision that was rendered at Step 1,
6. the corrective action desired,
7. the name of any representative chosen by the employee to represent him/her.

Within ten (10) working days of receipt of the formal grievance, the Division Chief (or APCO, with respect to an Employees' Association grievance which alleges violation of Association Rights) shall respond in writing to the grievant(s) and the grievant(s) representative stating his/her decision, the facts on which the decision is based, and the remedy or corrective action which has been offered, if any.

Any grievance settlement at Step 2 shall be subject to the review and confirmation of the APCO before the settlement may become effective, and must be consistent with the provisions of this Memorandum of Understanding or, if appropriate, the District's Personnel Rules.

Such review and confirmation will occur within ten (10) working days, or the grievant(s) may appeal the grievance to Step 3. Such appeal must be moved to Step 3 within ten (10) working days from the date the APCO's review and confirmation was due.

C. Step 3 - Appeal of Formal Written Grievance to APCO

In the event the grievant(s) believe the grievance has not been resolved satisfactorily, or in the event the Division Chief (or APCO in the case of an Employees' Association grievance concerning Article 4) fails to respond within ten (10) working days of receipt of the formal grievance, the grievance may be advanced to Step 3. The grievance must be appealed to step 3 within ten (10) working days of the receipt of the District's response at Step 2 or within ten (10) working days of the date the District's response became delinquent.

When a grievance is appealed to Step 3, the grievant(s) must specifically set forth the reason(s) that he/she believes the answer provided by the District is not satisfactory.
The APCO shall issue a decision in writing to the grievant(s) and his/her representative, if any, within ten (10) working days of receipt of the appeal to Step 3. Such decision shall be final and binding on the parties unless the grievance is appealed by the Employee Association to Step 4, provided such appeal is received by the APCO within ten (10) working days of the APCO's decision at Step 3, and further provided that the issue is arbitral in accordance with the provisions of this Article.

D. Step 4 - Arbitration
Only those unresolved grievances filed and processed in accordance with this Section, which meet the definition of a grievance and are not excluded from arbitration pursuant to this Section, and which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration. The Employees' Association appeal of the grievance to Step 4 shall set forth the specific issue or issues, which remain unresolved.

Failure to request arbitration within the time limits set forth herein shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance appeal to arbitration.

Prior to the selection of the arbitrator, the parties shall disclose all pertinent information and will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the arbitrator.

Within ten (10) working days of receipt of the appeal to Step 4 the parties shall meet to select a mutually acceptable arbitrator. In the event that the parties are unable to agree upon an arbitrator, the parties shall jointly request that the State Conciliation and Mediation Service; or its successor agency as the State may determine, provide a list of seven (7) qualified arbitrators. Upon receipt of the list of arbitrators the parties shall meet within ten (10) working days to strike names from the list. The parties shall alternately strike names from the list until one name remains, and the person remaining shall serve as the arbitrator. The party having the first choice to strike a name from the list shall be determined by lot.

Within five (5) working days from the date of selection a letter will be sent to the State Conciliation and Mediation Service; or its successor agency as the State may determine, notifying the service of the arbitrator selected and requesting that the arbitrator be notified of his/her selection and requesting that the arbitrator contact the parties to establish a hearing date.

Once the arbitrator has contacted the parties, the arbitration hearing will be scheduled at the earliest mutually agreeable date, but no later than twenty (20) working days from the earliest date the arbitrator is available.

The fees and expenses of the arbitrator shall be shared equally by the parties. It is understood and agreed, however, that all other expenses, including, but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, shall be the responsibility of the individual party involved.

Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the District and the grievant may submit briefs to the arbitrator in lieu of a hearing.
Except when briefs are submitted as specified in the preceding, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within twenty (20) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding on the parties, but the arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provision of this Memorandum of Understanding or impose on any party a limitation or obligation not explicitly provided for in this agreement.

21.06 Representation

A. Meetings and Hearings

The District and the grievant(s) or, if the grievant(s) is (are) represented, the grievant's representative, shall be responsible for giving notice of meetings concerning grievances to their respective parties at least 24 hours prior to any such meeting, whenever possible.

If the employee is represented at a meeting to discuss a grievance, the District may also designate a management representative to be present at such meeting.

In no event shall a grievant be represented by more than one District employee at any grievance meeting or hearing.

B. Employee (Grievant)

An employee is entitled to represent him/herself individually in the processing of a grievance. However, only the respective employee's representative Employees' Association may appeal a grievance to arbitration (Step 4).

Decisions on grievances where employees represent themselves shall not be considered precedent setting or binding with regard to any future grievance filed with respect to the same or similar matters.

The grievant shall be granted a reasonable amount of time off with pay from his/her regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and processing of the grievance, subject to the following:

1. The scheduling of such time off shall be subject to the prior approval of the APCO to assure that the employee's absence does not unduly interfere with priority operations of the District.

2. The grievant shall notify his/her supervisor as soon as possible of any scheduled grievance meeting or hearing and of any change in the time or dates of such meetings or hearings in which she/he must participate.

C. Employees' Association Representation
Provisions regarding the involvement of the steward in the preparation and presentation of grievances are specified in Article 5. In addition, the following applies regarding Employees' Association representation:

1. The grievant may be accompanied by a representative in the discussion of a grievance at Step 1.

2. The grievant has the right to the assistance of the steward in addition to an employee association staff representative in the preparation and/or presentation of the grievance at Step 2 or 3.

3. In no event shall the grievant be represented by more than one (1) District employee at any stage in this grievance process.

21.07 Employees’ Association Standing to Grieve

The Employees' Association representing the employee(s) holding position as identified in Appendix A hereto, shall have standing to grieve beginning at the first formal step for their respective employees as follows:

A. On all matters relating to Employees' Associations' rights or prerogatives or on matters relating to the Employees' Associations' business relationship with the District.

B. On behalf of former District employees regarding their termination rights and benefits, except for former District employees not having passed probation status.

C. Where the Employees' Association determines that there is a substantial non-compliance with an otherwise grievable term or condition of employment, where no specific employee is directly affected by an interpretation or application of the District affecting otherwise grievable terms and conditions of employment.

D. Where a grievance filed by an employee representing themselves or having a representative other than the Employees' Association is resolved in a manner the Employees' Association believes to be inconsistent with the Memorandum of Understanding.

22.00 Safety and Emergency Authority

22.01 Emergency Authority

Nothing contained herein shall be construed to limit the authority of the District to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this article, changes in law or circumstances that significantly reduce currently existing revenue levels, shall be included within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency.

Whenever practicable, the District will meet and consult with the Employees' Association prior to taking action under the authority of this section. After taking action under the authority of this section, the District, upon request, will meet and confer with the Employees' Association over the practical
consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

22.02 Safety

The District recognized its obligation to provide a safe place of employment for its employees and comply with Labor Code 60401.7 and General Industry Order 3203, Injury and Illness Prevention Program. To assist in accomplishing this goal, it is agreed that the District reserves the right to administer reasonable District rules and regulations.

The Employees' Association agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to employee's immediate supervisor or Safety Committee member immediately.

22.03 Safe Working Conditions

When an employee has reason to believe a work assignment is in an unsafe work area or involves unsafe equipment, the employee shall, in accordance with the District’s safety program, report the problem to the immediate supervisor and may refuse to work in the area or use the equipment until it has been inspected by the supervisor. Should the supervisor, after such inspection, order the employee to work, the employee shall do so unless the employee believes, within reason, the work environment to be unsafe. In such instance, the employee may request the APCO or his/her designee inspect the work area. The employee will be assigned other work until the inspection is made. The decision of the APCO is final. Nothing herein shall be deemed to waive the employee's rights under CAL-OSHA.

22.04 District Safety Committee

The District shall maintain a Safety Committee consisting of District management and two District employees. One shall be the shop steward. The purpose of the Safety Committee shall be to review safety policies and procedures and to make recommendations. The committee shall be advisory to the District and the Employees' Association.

23.00 Transfer and Promotional Opportunity

23.01 Transfer Preference

When filling regular help positions, the APCO shall consider lateral transfer requests from employees in the same class as the vacancy.

23.02 Promotional Interviews

When the APCO develops a certified list of eligible staff to fill a regular-help position by promotion, the APCO shall interview each of the eligible staff on the list that is available and interested in the position before making a final selection for the position.

23.03 Promotional Step Increase
Employees who are promoted within ninety (90) days of their anniversary date will be granted an additional salary step increase beyond what is normally provided. Such additional step may be denied for reasonable cause; including the employee being hired, promoted or receiving extraordinary step increases within the previous twelve (12) months.

24.00 Layoff

The APCO may initiate a layoff for a regularly held position(s) due to administrative reorganization, lack of work or appropriation by advising the Employees' Association of the number of positions and the effective layoff date. The APCO shall establish a seniority list and shall consider employee status, length of service and efficiency in determining which employee or employees are to be laid off and shall, in writing, inform the affected employees.

25.00 Seniority List Score Computation

A. Regular help employees appointed to a position with District or its predecessor county department shall receive credit for compensated regular help employment in both the District and Butte County employment, that has not been broken by a permanent separation. When there has been permanent separation, credit shall be given only for regular help employment following such break in service.

B. One (1) point seniority credit shall be given for each calendar month of regular help employment, unless specified elsewhere herein, or any portion thereof excluding extended leaves of absence. Regular employees working part-time schedules will be given fractional point credit for each month of service on a pro-rata basis.

C. Twelve (12) points shall be subtracted from the seniority score of an employee who was the subject of a Disciplinary Action which was appealable and was not appealed or the Disciplinary Action was sustained.

D. When two (2) or more employees have the same total seniority score the tie shall be broken and preference given in the following sequence:
   1. Employees with the greatest seniority in the District and the class in which layoff is being made and in related higher classes.
   2. Employees with the greatest seniority in the class in which the layoff is being made and in related higher classes.
   3. Employees whose names are drawn by lot by the APCO.

26.00 Order of Separation/Reduction in Force

A. Employees in the same class within the District of layoff shall be separated during a reduction-in-force in the following appointment type sequence:

   1. Extra Help and Emergency
   2. Provisional and Probationary
   3. Permanent
B. Separation of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having the least seniority credit being the first separated.

27.00 Layoff Notice

The APCO shall send written notice to the last known address of each employee affected by the layoff at least thirty (30) days prior to the effective date of the action, except for employees who are displaced by an employee with a higher seniority score as set forth in Section 28.00. In which case notice shall be sent fourteen (14) days prior to the effective date of the action. The notice shall include the following:

1. reason for layoff
2. classes to which the employee may demote within the department, if any
3. effective date of the action
4. seniority score of the employee
5. formula by which the seniority score is computed
6. appeal rights of the employee
7. conditions governing retention on and reinstatement from reemployment lists, and
8. rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

28.00 Demotion In Lieu Of Layoff

In lieu of being laid off, a regular employee may elect demotion to:

A. any position held by an employee with a lower seniority score in a class with substantially the same or lower maximum salary in which the laid off employee held permanent status; or

B. any vacant position in a class in the same line of work as the class of layoff, but of lesser responsibility if such classes are designated by the APCO.

Demotion rights to specified classes shall be applicable only within the District of layoff. To be considered for demotion in lieu of layoff, an employee must notify the APCO in writing of this election no later than five (5) days after receiving the notice of layoff.

29.00 Layoff Reinstatement

Permanent employees laid off who are reinstated to a regular District position within twenty-four (24) months from the effective date of layoff, shall be reinstated with seniority rights including time served towards annual merit increase. Such employees shall be credited with one hundred percent (100%) of unused sick leave on accrual at the time of layoff and shall accrue vacation benefits at the same rate established by prior seniority. An employee reinstated to the same classification or lower classification in the same class series in which permanent status was held at the time of layoff shall not be required to serve a new probationary period. A former employee reinstated in a classification with an equal or lower pay range than that held by the employee at the time of layoff, pursuant to the provisions of these rules, shall remain on the valid reinstatement list. Should an employee on a layoff list be employed by the District in a classification with a higher pay range than that held at the time of layoff, the employee's name shall automatically be removed from the layoff reinstatement list upon completion of the probationary period.
30.00 Layoff-Probationary Employees

Probationary employees laid off shall have their names placed back on the eligible list from which they were appointed providing it is still in existence. Should such employees be later appointed from the eligible list, the appointment will be the same as for others appointed from the list for the first time. A new probationary period and other terms and conditions of a new appointment shall apply.

31.00 Performance Evaluation

A. An employee who receives a "Not Satisfactory" overall rating on a performance report or is denied a merit increase may appeal to the APCO within ten (10) days of such notice. The APCO's decision shall be final. The APCO will provide a written response to the employee requesting a review of his/her evaluation.

B. No evaluation of any employee shall be placed in his/her personnel file without first providing the employee an opportunity for discussion between the employee and an evaluator where appropriate. Negative evaluations shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations for improvements to be made. Employees shall have the right to review and respond to any derogatory evaluation.

32.00 Intentionally Blank

33.00 Intentionally Blank

34.00 Rain Gear

Employees provided rain gear by the District shall also be provided rain boots.

35.00 Absent Without Leave

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Such resignation shall be rescinded by the APCO, if the employee can show to the satisfaction of the APCO that it was impossible to contact the District and, further, that the employee did contact the District at the earliest opportunity.

The APCO's decision shall be final and binding.

36.00 IRS 125 Program

Existing IRS Section 125 Program options will remain in effect for the term of this agreement, except, that no new applications will occur during the remaining term of this agreement.

37.00 Employee Assistance Program
The District shall maintain in effect the Employee Assistance Program. Each employee may receive up to twelve (12) Employee Assistance visits per calendar year paid by the District.

38.00 Intentionally Blank

39.00 First Aid and CPR Training

During the term of agreement, and as may be necessary to provide refresher courses, training shall be made available in First Aid and Cardio-Pulmonary Resuscitation in order that District work areas have employees trained in such skills.

40.00 Memorandum of Understanding and District Administrative Code Conflicts

Should any provision of this Memorandum of Understanding conflict with a specific provision of the District's Administrative Code which applies directly to employees in this representation unit, the Memorandum of Understanding provision will supplant that specific provision of the Administrative Code as it applies directly to employees in this representation unit for the term of this Memorandum of Understanding.

Nothing in this Article limits the District's authority or responsibility for the adoption of policies and procedures regarding its operations, including those necessary for the implementation of this Memorandum of Understanding.

41.00 Extra Help Work

Regular District employees shall be allowed, when approved by the APCO, to work as extra help when:

A. The extra help work is voluntary
B. The work is in a different occupational category
C. The APCO has determined that the employee can satisfactorily perform the assigned functions.

42.00 Probationary Period

Newly hired employees shall serve a twelve (12) month probationary period. During the probationary period the employee serves at the pleasure of the District and has no employment termination grievance rights. The probationary period for promotional appointments shall be six months.

43.00 Full Agreement

It is understood this agreement represents the complete and final understanding on all negotiable issues between the District and the Employees' Association. This agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the District and the Employees' Association, except as specifically referred to in this agreement for all District employees. All District ordinances, resolutions or rules not specifically referred to in this agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties for the term of this agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter, which may not have been within the knowledge of the parties at the
time this agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this agreement and any action is proposed by the District, the Employees' Association shall be afforded notice and shall have a right to meet and confer upon their request. In the absence of agreement on such proposed actions, the District reserves the right to take the necessary action by management direction.

44.00 Enactment

This Memorandum of Understanding shall become effective when ratified by the Employees' Association's memberships and adopted by resolution of the District's Governing Board of Directors. Upon such adoption, the provisions of this memorandum shall supersede and control over conflicting or inconsistent District policies, resolutions or rules, and inconsistent District policies, resolutions or rules.

45.00 Savings Clause

If any provision of this memorandum shall be held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

46.00 Amendment Process

This Agreement may be reopened and amended at any time during the term of the Memorandum of Understanding by mutual written agreement of the parties.

47.00 Term of Agreement

The term of this Memorandum of Understanding is for the period October 1, 2018-2021 through September 30, 2024, when said Memorandum of Understanding shall expire and be of no further force or effect.

Unless otherwise specified herein, all provisions of this Memorandum of Understanding shall be effective October 1, 2018-2021.
Memorandum of Understanding - October 1, 2021

For the Butte County Air Quality Management District, Employees' Association

Ratified by the Employees' Association, on this______ day of ____________, 2021.

Employees’ Association

Employees’ Association

District Ratification

Approved by the Butte County Air Quality Management District Governing Board of Directors this 28th day of SeptemberOctober, 2021. Resolution Order No. 2021-2518-15.

Tami RitterAndrew Coolidge,
Chair, Butte County AQMD

Approved As to Form:

Gregory Einhorn, Esq.
District Counsel

ATTEST:

Stephen ErtleW. James Wagoner
Director/ Air Pollution Control Officer

By: __________________________________________

Cora Collins Clerk of the Board

By: __________________________________________
APPENDIX

A

EMPLOYEES’ UNIT
APPENDIX

A

Employees' Unit

The following District employee positions are included within, and represented by, the recognized unit:

- Administrative Assistant * (Non-Exempt)
- Administrative Technician* (Non-Exempt)
- Accounting Technician* (Non-Exempt)
- Administrative Services Officer*
- Air Quality Compliance Specialist I (Non-Exempt)
- Air Quality Compliance Specialist II (Non-Exempt)
- Senior Air Quality Compliance Specialist (Non-Exempt)
- Air Quality Compliance Supervisor*
- Assistant Air Quality Planner* (Non-Exempt)
- Associate Air Quality Planner* (Non-Exempt)
- Senior Air Quality Planner* (Non-Exempt)
- Air Quality Planning Supervisor*
- Air Quality Engineer I* (Non-Exempt)
- Air Quality Engineer II*(Non-Exempt)
- Senior Air Quality Engineer*
- Air Quality Engineering Supervisor*
- Assistant Air Pollution Control Officer*

Exempt and Non-Exempt classifications are defined by FLSA requirements.

* Defined as management, confidential or supervisory positions.
APPENDIX

B

COMPENSATION SALARY RANGE PLACEMENTS
## APPENDIX B
Butte County Air Quality Management District
Range Placements
(Refer to Monthly Salary Schedule, Appendix C)
Current Placements as of 10/1/15

<table>
<thead>
<tr>
<th>Class Title</th>
<th>No.</th>
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<tr>
<td>Accounting Technician</td>
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<td>Administrative Assistant</td>
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<td>Administrative Services Officer</td>
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<td>Administrative Technician</td>
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<tr>
<td>Air Quality Compliance Specialist I</td>
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<td>Air Quality Compliance Specialist II</td>
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<td>Air Quality Compliance Supervisor</td>
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<td>Assistant Air Pollution Control Officer</td>
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<td>Assistant Air Quality Planner</td>
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<td>Associate Air Quality Planner</td>
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<td>Senior Air Quality Compliance Specialist</td>
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<td>Senior Air Quality Engineer</td>
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<tr>
<td>Senior Air Quality Planner</td>
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Note 1: Position placement will be subject to future meet and confer.
## COMPENSATION RANGE PLACEMENTS

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<th>Class Title</th>
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Note 1: Position placement will be subject to future meet and confer.
APPENDIX

C

SALARY-COMPENSATION SCHEDULE
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<th>Salary Range #</th>
<th>Bi-Weekly Salary Steps</th>
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APPENDIX

D

PROCEDURE FOR RELEASE OF EMPLOYEES AND STEWARDS FOR REPRESENTATION OF EMPLOYEES
APPENDIX

D

PROCEDURE FOR RELEASE OF EMPLOYEES AND STEWARDS FOR REPRESENTATION OF EMPLOYEES

Employees desiring representation by an Employee Association shall first request release time from their immediate supervisor. Supervisors are to provide, within a reasonable period of time, sufficient time for an employee to receive representation. If the time and duration of release is during an emergency, when coverage for the employee is not possible, or essential services may not be interrupted, the supervisor may temporarily deny the release until such time arrangements can be made. Once a time and duration has been agreed upon between the employee requesting representation and his/her supervisor, the employee contacts his/her Steward or the respective Employee Association to obtain representation.

Stewards contacted for assistance in representation will obtain their supervisor's approval for the time and duration requested. Supervisors are to provide Stewards reasonable time to represent employees, but may restrict release in cases of emergencies, lack of coverage, or where essential services may not be interrupted. If no other Steward or paid representative is able to provide representation when needed, the Steward should advise and work with his/her supervisor and the supervisor of the employee to arrange a mutual time when the employee and his/her representative may meet.

EMPLOYEE REPRESENTATION RELEASE RECORD

When an agreed upon release time has been approved, the Steward shall initiate completion of the form and have the employee, employee's supervisor and Steward's supervisor complete and sign the record after the representation has been completed.

The original is to be sent to the APCO, with copies to the Steward and his/her supervisor.
EMPLOYEE REPRESENTATION RELEASE TIME RECORD

Name of Steward/Employee Representative

Employee Requesting Representation:

Reason: [ ] Grievance [ ] Discipline Appeal

Time of Representation: _____________ to _____________

Employee Signature: __________________________________________

Date: _____________

Employee's Supervisor:

Time of Request: __________________________________________

Release Time Approved: _____________ to _____________

Actual Release Time: _____________ to _____________

Supervisor's Signature: __________________________________________

Date: _____________

Steward/Employee Representative Supervisor:

Time Request Made: ____________________________ Date: __________________

Time Granted: _____________ to _____________

Actual Time: _____________ to _____________

Supervisor's Signature: __________________________________________

Date: _____________

Steward/Employee Representative Signature: __________________________________________

Date: _____________
APPENDIX

E

CATASTROPHIC LEAVE POOL AGREEMENT
APPENDIX

E

CATASTROPHIC LEAVE POOL AGREEMENT

This agreement is entered into between the Butte County Air Quality Management District hereinafter referred to as District, and the Employees' Association, hereinafter referred to as the Employee Association, to implement a Catastrophic Leave Pool for employees in the General Unit and/or Administration Unit.

The purpose of the Catastrophic Leave Pool is to enable employees in to receive and donate vacation and compensatory time off (CTO) leave credits to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family as defined in Section 11 in this MOU.

The following conditions shall apply to Catastrophic Leave:

1. Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.
2. The leave pool shall be administered by the APCO or his or her designated representative.
3. Donations may be made between bargaining units if, mutually agreed by the respective units and the District.
4. Employees must be in regular appointed positions to be eligible for catastrophic leave.
5. The employee may be on disability benefits and use the leave pool credits in the same manner that sick leave is used to supplement disability benefits.
6. All donations are to be confidential, between the donating employee and the APCO.
7. Employees donating to the pool must have forty (40) hours of vacation available after making a donation.
8. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation.
9. Donation will be subject to applicable tax laws.
10. The availability of Catastrophic Leave shall not delay or prevent the District from taking action to medically separate or disability retire an employee.
11. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidence by a Physician's Statement that the presence of the employee is necessary.
APPENDIX

F

FLEXIBLE BENEFITS OPTIONS
APPENDIX

F

FLEXIBLE BENEFIT OPTIONS

Employee A

1. Core Plan (must enroll in all three).
   a. A PERS medical option.
   b. Delta Dental Plan Options.
   c. Vision Services Plan.

2. Flexible Benefit Options
   a. Taxable cash back of up to the current District contribution for employee only (based on sufficient flex credits).
   b. Pre-Tax spending accounts:
      Dependent Care.
      Unreimbursed medical expenses.

Employee B

1. Flexible Benefit Options
   a. Taxable cash back of up to the current District contribution for employee only (based on sufficient flex credits).
   b. Pre-Tax spending accounts:
      Dependent Care.
      Unreimbursed medical expenses.
Memorandum of Understanding - October 1, 2021

For the Butte County Air Quality Management District, Employees' Association

Ratified by the Employees' Association, on this _____ day of ____________, 2021.

__________________________________________
Employees’ Association

__________________________________________
Employees’ Association

District Ratification

Approved by the Butte County Air Quality Management District Governing Board of Directors this 28th day of October, 2021. Resolution Order No. 2021-25-.

__________________________________________
Tami Ritter,
Chair, Butte County AQMD

Approved As to Form:

__________________________________________
Gregory Einhorn, Esq.
District Counsel

ATTEST:

Stephen Ertle
Director/ Air Pollution Control Officer

By: __________________________________________

Cora Collins Clerk of the Board

By: __________________________________________
To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Greg Einhorn, District Counsel


Date of Release: October 21, 2021
Board Consideration: October 28, 2021

ISSUE:
APCO annual performance evaluation and staff 360 review.

ACTION REQUESTED:
Approve the attached amendment to the APCO’s contract as supported by the Executive Committee and authorize the Chair to sign the contract amendment.

DISCUSSION:
The Executive Committee of the Board conducted the annual performance evaluation for the APCO. The evaluation included input from District Staff and the Committee members. The Committee presented the results of the evaluation to the APCO at the last Board meeting and recommend the following amendments to the current three-year (2020-2023) APCO Employment Contract.

Annual Salary, Section 4.01. (a) and (b): Increase the annual salary by 5%, from $108,701 to $114,136. The salary adjustment would be effective May 31, 2021.

Attachment:
Contract Amendment
The above-referenced contract is amended, and this amendment is incorporated therein, as follows:

The salary referenced in Article 4 is amended to: One Hundred Fourteen Thousand, One Hundred and Thirty Six dollars ($114,136.00) per year, effective May 31, 2021.

All other provisions of the contract to remain in force and in effect.

Approved by: ______________________________ on ______________________________
Stephen Ertle, APCO

Approved by: ______________________________ on ______________________________
Tami Ritter, Board Chair
This page intentionally left blank
To: Butte County Air Quality Management District Board of Directors  
From: Stephen Ertle, Air Pollution Control Officer  
Staff Contact: Stephen Ertle, Air Pollution Control Officer  
Re: Presentation: Recognition of Service Plaques

Date of Release: October 21, 2021  
Board Consideration: October 28, 2021

**ISSUE:**  
The Board will recognize staff members for their tenures with the District.

**ACTION REQUESTED:**  
Presentation of resolutions of appreciation:  
Jason Mandly – 10 Years of Service  
Cora Collins – 10 Years of Service  
Aleah Ing – 20 Years of Service
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Date of Release: October 21, 2021
Board Consideration: October 28, 2021

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Stephen Ertle, Air Pollution Control Officer

Re: APCO Report.

ISSUE:
Report from the Air Pollution Control Officer on current areas of potential interest to your Board, including air-quality related activities at the local, State, and federal scenes.

ACTION REQUESTED:
None. This item is provided for information and discussion.

DISCUSSION:
The Air Pollution Control Officer will provide a verbal report to the Board.
Closed Session

Back-up materials to be provided separately.
**BCAQMD ACRONYM REFERENCE**

-Board of Director's Meeting -

*Summarized below are acronyms commonly used in Board folders and accompanying staff reports.*

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>A/C</td>
<td>Authority to Construct Permit</td>
</tr>
<tr>
<td>AB</td>
<td>Assembly Bill</td>
</tr>
<tr>
<td>AMOS</td>
<td>Automatic Meteorological Observation Stations</td>
</tr>
<tr>
<td>AP-42</td>
<td>EPA technical reference specifying specific Air Pollutant Emission Factors</td>
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<tr>
<td>APCD</td>
<td>Air Pollution Control District</td>
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<tr>
<td>APCO</td>
<td>Air Pollution Control Officer</td>
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<tr>
<td>AQMD</td>
<td>Air Quality Management District</td>
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<tr>
<td>ATCM</td>
<td>Airborne Toxic Control Measure</td>
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<tr>
<td>AQI</td>
<td>Air Quality Index</td>
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<tr>
<td>BACT</td>
<td>Best Available Control Technology</td>
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<tr>
<td>BAM</td>
<td>Beta Attenuation Monitor (records hourly ambient particulate data)</td>
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<tr>
<td>BCAG</td>
<td>Butte County Association of Governments</td>
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<tr>
<td>BCAQMD</td>
<td>Butte County Air Quality Management District</td>
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<tr>
<td>BCC</td>
<td>Sacramento Valley Basinwide Air Pollution Control Council</td>
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<tr>
<td>BOS</td>
<td>Board of Supervisors</td>
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<tr>
<td>CAA</td>
<td>Clean Air Act</td>
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<tr>
<td>CAAQS</td>
<td>California Ambient Air Quality Standards</td>
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<tr>
<td>CAP</td>
<td>Climate Action Plan</td>
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<tr>
<td>Cal-EPA</td>
<td>California Environmental Protection Agency</td>
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<tr>
<td>CAPCOA</td>
<td>California Air Pollution Control Officers Association</td>
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<tr>
<td>CARB</td>
<td>California Air Resources Board</td>
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<tr>
<td>CARPA</td>
<td>California Air Response Planning Alliance</td>
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<tr>
<td>CBYL</td>
<td>Check Before You Light</td>
</tr>
<tr>
<td>Cd</td>
<td>Chemical symbol for cadmium</td>
</tr>
<tr>
<td>CEQA</td>
<td>California Environmental Quality Act</td>
</tr>
<tr>
<td>CI</td>
<td>Compression Ignition</td>
</tr>
<tr>
<td>CO</td>
<td>Chemical symbol for carbon monoxide</td>
</tr>
<tr>
<td>CO2</td>
<td>Chemical symbol for carbon dioxide</td>
</tr>
<tr>
<td>CPA</td>
<td>Certified Public Accountant</td>
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<tr>
<td>CPI</td>
<td>Consumer Price Index</td>
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<tr>
<td>CSAC</td>
<td>California State Association of Counties</td>
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<tr>
<td>CUA</td>
<td>Chico Urbanized Area</td>
</tr>
<tr>
<td>DMV</td>
<td>Department of Motor Vehicles</td>
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<tr>
<td>DTSC</td>
<td>California Department of Toxic Substance Control</td>
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<tr>
<td>EG</td>
<td>Emission Guidelines</td>
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<tr>
<td>EI</td>
<td>Emission Inventory</td>
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<tr>
<td>Emfac</td>
<td>Emission Factor Computer Model</td>
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<tr>
<td>EPA</td>
<td>Environmental Protection Agency (Federal)</td>
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<td>ERC</td>
<td>Emission Reduction Credit</td>
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<tr>
<td>ESA</td>
<td>Endangered Species Act</td>
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<tr>
<td>EVR</td>
<td>Enhanced Vapor Recovery</td>
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<tr>
<td>FIP</td>
<td>Federal Implementation Plan</td>
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<tr>
<td>FRM</td>
<td>Federal Reference Method</td>
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<tr>
<td>FY</td>
<td>Fiscal Year (June 30-July 1, unless otherwise stated)</td>
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<tr>
<td>GASB</td>
<td>Governmental Accounting Standards Board</td>
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<tr>
<td>GDF</td>
<td>Gasoline Dispensing Facilities</td>
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<td>GFOA</td>
<td>Governmental Finance Officers Association</td>
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<tr>
<td>GHG</td>
<td>Greenhouse Gases</td>
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<tr>
<td>GWP</td>
<td>Global Warming Potential</td>
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<tr>
<td>HAP</td>
<td>Hazardous Air Pollutants</td>
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<tr>
<td>HCl</td>
<td>Hydrochloric Acid</td>
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<tr>
<td>Hg</td>
<td>Chemical symbol for mercury</td>
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<tr>
<td>HRA</td>
<td>Health Risk Assessments</td>
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<tr>
<td>HSC</td>
<td>Health &amp; Safety Code</td>
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<tr>
<td>ICE</td>
<td>Internal Combustion Engine</td>
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</tbody>
</table>
BCAQMD ACRONYM REFERENCE
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Updated Oct. 2015

ISD  In-Station Diagnostics
ISR  Indirect Source Review
LESB Lower Emission School Bus program
Mb  Millibar
Mg/Yr  Milligrams per year
Micron Abbreviation of Micrometer or 1,000,000th of a meter in size
MPO Metropolitan Planning Organization
Msl Mean sea level
MMT CO2 Million Metric Tons of Carbon Dioxide equivalent emissions
MSW Municipal Solid Waste
NAAQS National Ambient Air Quality Standard
NACAA National Association of Clean Air Agencies
NESHAPS National Emission Standards for Hazardous Air Pollutants
NMOC Non-Methane Organic Compound
NON Notice of Noncompliance
NOx Oxides of Nitrogen
NSPS New Source Performance Standards
NSR New Source Review
NTA Notice to Apply for a Permit
NTC Notice to Comply
OEHHA California Office of Environmental Health Hazard Assessment
OAL Office of Administrative Law
ORVR Onboard Refueling Vapor Recovery
Pb Chemical symbol for lead
PERP Portable Equipment Registration Program
PM Particulate Matter
PM 10-2.5 Particulate Matter 10 Microns in Size and smaller, but greater than 2.5 Microns
PM10 Particulate Matter 10 Microns in Size and smaller
PM2.5 Particulate Matter 2.5 Microns in Size and smaller
PSD Prevention of Significant Deterioration
RACT Reasonably Available Control Technology
RICE Reciprocating Internal Combustion Engine
RCRC Regional Council of Rural Counties
RRF Relative Reduction Factor
RSD Remote Sensing Device
SB Senate Bill
SDRMA Special District Risk Management Authority
SF Square Foot
SIC Standardized Industrial Classification
SIP State Implementation Plan
SLCP Short-lived Climate Pollutant
SO2 Chemical symbol for sulfur dioxide
SSI Size Selective Inlet (applies to particulate samplers)
TAC Technical Advisory Committee of the BCC
TARMAC CAPCOA Toxics and Risk Managers Committee
TEIP Toxic Emission Inventory Plan
TEIR Toxic Emission Inventory Report
Title 17 California Code of Regulations, Administrative Law adopted by the California Air Resources Board, and referencing in this Board folder the Agricultural burn guidelines
ug/m3 Micrograms per cubic meter
USDA United States Department of Agriculture
USEPA United States Environmental Protection Agency
VEE Visible Emission Evaluation Certification
VOC Volatile Organic Compound
WUI Wildland Urban Interface
YTD Year to Date