



JOSHUA BASIN WATER DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
TUESDAY, OCTOBER 29, 2019, AT 5:30 PM
61750 CHOLLITA ROAD, JOSHUA TREE, CA 92252

AGENDA (Amended)

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **DETERMINATION OF A QUORUM**

4. **APPROVAL OF AGENDA**

5. **PUBLIC COMMENT**

Members of the public may address the Board at this time with regard to matters within the Board's jurisdiction that are not listed on the agenda. State law prohibits the Board of Directors from discussing or taking action on items not included on the agenda. Members of the public will have the opportunity for public comment on any item listed on the agenda when it is addressed on the agenda. Please limit comments to three (3) minutes or less.

6. **CLOSED SESSION**

1. Conference with District's Designated Labor Negotiator (Sarah Johnson, Director of Administration), Mark Ban, Interim General Manager, Anne Roman, Accountant, and Nate Kowalski, Labor Counsel, Atkinson, Andelson, Loya, Rudd & Romo (AALAR) pursuant to Government Code Section 54957.6 regarding labor negotiations pertaining to represented employees of the District (AFSCME Local 1902).
2. Conference with District's Designated Agency Representatives (Sarah Johnson, Director of Administration), Mark Ban, Interim General Manager, Anne Roman, Accountant, and Nate Kowalski, Labor Counsel, Atkinson, Andelson, Loya, Rudd & Romo (AALAR) pursuant to Government Code Section 54957.6 regarding salary and compensation paid in the form of fringe benefits for the District's unrepresented employees of the Management, Supervisory and Confidential group.

RETURN TO OPEN SESSION

REPORT ON CLOSED SESSION – Nate Kowalski, Legal Counsel

- Pages 3 - 60
7. **RATIFICATION OF UNION MEMORANDUM OF UNDERSTANDING** – Recommend that the Board adopt the attached Resolution 19-1010 authorizing the General Manager to execute a Memorandum of Understanding with American Federation of State, County, and Municipal Employees.

- Pages 61 - 77
8. **EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS RESOLUTION** – Recommend that the Board of Directors adopt Resolution 19-1015 approving the newly revised Employer-Employee Organization Relations Resolution.
- Pages 78 – 87
9. **COMPENSATION PLAN FOR THE MANAGEMENT, SUPERVISORY AND CONFIDENTIAL EMPLOYEES OF THE DISTRICT** – Recommend that the Board of Directors adopt the attached Resolution 19-1011 approving a revised compensation plan of the Management, Supervisory and Confidential employees.
- Pages 88 - 225
10. **NEW EMPLOYEE HANDBOOK** – Recommend that the Board of Directors adopt the attached Resolution 19-1012 approving the newly revised Joshua Basin Water District Employee Handbook.
- Pages 226 - 228
11. **WELLNESS PROGRAM FOR ELIGIBLE EMPLOYEES OF THE DISTRICT** – Recommend that the Board of Directors adopt a wellness program for the employees of the District.
- Pages 229 - 230
12. **OFFICE HOURS** – Recommend that the Board of Directors adopt Resolution 19-1014 updating District office hours.
13. **ADJOURNMENT**

INFORMATION

The public is invited to comment on any item on the Agenda during discussion of that item.

Any person with a disability who requires accommodation in order to participate in this meeting should telephone Joshua Basin Water District at (760) 974-0072, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the District's office located at 61750 Chollita Road, Joshua Tree, California 92252 during normal business hours.

JOSHUA BASIN WATER DISTRICT STAFF REPORT

Meeting: Board of Directors

October 29, 2019

Report to: President and Members of the Board

Prepared by: Sarah Johnson

TOPIC: Ratification of Union Memorandum of Understanding

RECOMMENDATION: Staff recommends that the Board of Directors adopt the attached Resolution 19-1010 authorizing the General Manager to execute a Memorandum of Understanding with American Federation of State, County & Municipal Employees.

SUMMARY:

The current Memorandum of Understanding (MOU) with American Federation of State, County & Municipal Employees (AFSCME) expired on September 2, 2019. Per the terms and conditions of that MOU, negotiations for a successor MOU commenced on July 18, 2019 and resulted in a new twenty-two-month agreement that has been ratified by the membership of AFSCME.

The District's negotiating team and AFSCME conducted five negotiating sessions regarding a successor agreement and reached a tentative agreement on September 23, 2019. The District received notice that AFSCME ratified the agreement on October 7, 2019.

DISCUSSION/ANALYSIS: MOU provision changes are as follows:

1. Employee Compensation

- Effective the first full pay period following Board approval bargaining unit members receive cost of living increase of 3.25% (FY2019/2020).
- Effective the first full pay period after July 1, 2020 bargaining unit members receive a cost of living increase of 2.5% (FY2020/2021).
- Effective the standby week beginning November 5, 2019, bargaining unit members subject to standby will receive four additional hours per week of standby time (from 1-hour Monday-Friday and 2-hours Saturday & Sunday to 1-hour Monday-Thursday and 3-hours Friday, Saturday & Sunday).

2. Health & Welfare Benefits

- NO CHANGE - Tier I – Employee's Hired before January 1, 2017
Allowance of \$1800 to \$1800 per month for the required enrollment in medical, dental, and vision plans. Employees can receive cashback on any unused portion of the monthly contribution cap that is not used healthcare enrollment. No increased fiscal impact.
- NO CHANGE - Tier II – Employee's hired between January 1, 2017 – September 3, 2019 and were enrolled in voluntary insurance products during the 2016-2019 MOU.
Allowance of \$1800 per month for the required enrollment in medical, dental, and vision plans. Employees can use the unused portion of the monthly contribution cap to purchase any insurance products offered by the District (example: voluntary Colonial products). Employees in this tier cannot receive cashback on any unused portion of the monthly contribution cap. No increased fiscal impact.

- NEW Tier III – Employee’s Hired after to January 1, 2017
Effective the first pay period following board approval, the District shall contribute and pay 100% toward group medical, dental, and vision premiums for the employee and their eligible dependents, subject to a monthly cap. The monthly cap shall be calculated utilizing the monthly premiums for the group medical Kaiser HMO with Chiro Family Plan, 3307 Delta Dental Family Plan, and 4029 VSP Composite Plan.

For FY2019/2020, employees in this tier health benefits allowance will be increased by an additional \$185.55 per month (from \$1,800 to \$1985.55 per month).

- NEW – Effective first full pay period following January 1, 2020 the District will sponsor Long Term Disability Insurance for bargaining unit members. This is an increase of approximately \$25 per month per member.

3. Working Hours, Holidays

- Effective the pay period beginning, 12/21/2019, bargaining unit members will move to a four ten work week (ten hours per day, four days per week Monday – Thursday) from the nine-eighty work week (nine hours per day Monday – Thursday, eight hours on Friday, with every other Friday off).
- Effective FY2019/2020 bargaining unit members will receive Christmas Eve and New Year’s Eve as paid holidays. This results in a net one holiday increase.
- Effective FY2020/2021, bargaining unit members will no longer receive the Friday after Thanksgiving as a paid holiday.

4. Tuition Reimbursement

Effective the first pay period following Board approval, the bargaining unit’s annual tuition reimbursement cap will be increased by an additional \$400 annually (from \$800 to \$1200 per year).

5. 457 Deferred Compensation

Effective the first full pay period after January 2020 bargaining unit members receive a matching contribution equal to 25% of the employee’s contribution, not to exceed \$1000 per calendar year (from 10% of the employee’s contribution, not to exceed \$700 per calendar year).

6. Employee Handbook

Effective following Board approval, AFSCME has agreed to the provisions of the Employee Handbook.

7. Other Negotiated Items

Other items negotiated include new or updated policies including: contract term alignment to fiscal year, management rights, recruiting and selection, promotional opportunities, probationary period, performance evaluation system, arbitration, bereavement leave, compensation in lieu of vacation language changes, sick leave updates to meet current California paid sick leave law and the removal the accrual cap payout provision, and safety boots.

FISCAL IMPACT:

The annual cost is 3% for year one, 4% for year two, or 7% over the contract period. These costs align with the cost of living index for Riverside-San Bernardino-Ontario area from Sept 2018 to Sept 2019 which was 3.1%.

Approval of the MOU will have the following fiscal impacts over the contract period:

Item	YR. 1 - FY 19/20	YR. 2 - FY 20/21	Total
Wages	33,537.22	27,113.72	60,650.94
Health & Welfare	3,711.00	4,453.2	8,164.20
Standby	13,419.49	19,751.00	33,170.49
Boots	375.00	375.00	750.00
Bereavement	492.32	507.04	999.36
Tuition Reimbursement	1,000.00	1,200.00	2,200.00
Long Term Disability	2,700.00	5,400.00	8,100.00
457 Plan	2,165.00	2,598.00	4,763.00
Holidays	5,261.00	5,418.84	10,679.84
TOTAL	\$ 62,661.03	\$ 66,816.80	\$ 129,477.83

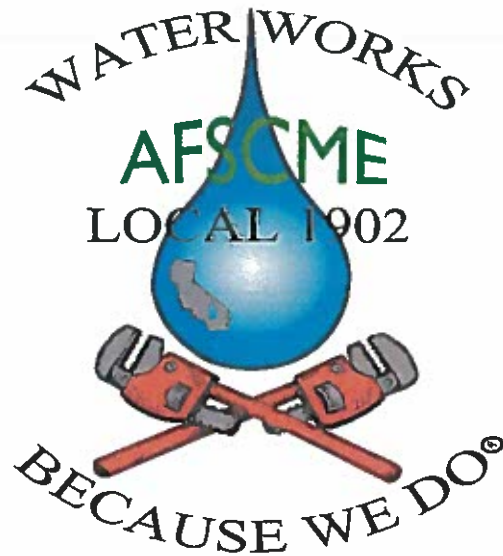
The costs of the MOU implementation will not require FY19/20 budget adjustments due to the vacancy of two budgeted positions.

STRATEGIC PLAN ITEMS:

- 3.1.3 – Update Performance Evaluation System
- 3.1.5 – Engage in Labor Relations, Including Negotiations
- 3.3.1 – Update Employee Handbook



**MEMORANDUM OF UNDERSTANDING
BETWEEN
JOSHUA BASIN WATER DISTRICT
AND
JOSHUA BASIN WATER DISTRICT CHAPTER
AFSCME LOCAL 1902
2019-2021**



Resolution 19-1010

TABLE OF CONTENTS

ARTICLE 1. PREAMBLE..... 1

ARTICLE 2. AUTHORIZED AGENTS 1

ARTICLE 3. TERM..... 1

ARTICLE 4. NONDISCRIMINATION 2

ARTICLE 5. GENDER 2

ARTICLE 6. MANAGEMENT RIGHTS 2

ARTICLE 7. DEFINITIONS 4

 (A) CLASSIFICATIONS 5

ARTICLE 8. RECRUITING AND SELECTION 6

 (A) PROMOTIONAL AND TRANSFER OPPORTUNITIES 6

ARTICLE 9. EMPLOYMENT OF RELATIVES 7

 (A) ANTI-NEPOTISM..... 7

 (B) CLOSE FAMILY RELATIVE DEFINED..... 8

 (C) EXISTING EMPLOYEES 8

ARTICLE 10. PROBATION 8

 (A) INITIAL PROBATIONARY PERIOD..... 8

 (B) REHIRE PROBATIONARY PERIOD..... 9

ARTICLE 11. HOURS OF WORK 9

 (A) CONVENTIONAL WORK SCHEDULE..... 9

 (B) FOUR-TEN WORK SCHEDULE..... 9

ARTICLE 12. PAYDAYS..... 10

ARTICLE 13. STAND-BY TIME 10

ARTICLE 14. CALL BACK 12

ARTICLE 15. HOLIDAY PAY..... 12

ARTICLE 16. OVERTIME PAY: NON-EXEMPT EMPLOYEES 13

ARTICLE 17. SALARIES AND SALARY RANGES 13

 (A) SALARIES 13

 (B) SAFETY BOOT ALLOWANCE FOR FIELD EMPLOYEES..... 14

 (C) UNIFORMS..... 15

ARTICLE 18. RECLASSIFICATIONS 15

ARTICLE 19. PERFORMANCE EVALUATIONS 16

ARTICLE 20. WORKING OUT OF CLASS..... 17

(A) SHORT TERM, TEMPORARY OR EMERGENCY ASSIGNMENTS 17

(B) OTHER TEMPORARY ASSIGNMENTS 18

ARTICLE 21. EMPLOYEE INSURANCE BENEFITS 18

(A) HEALTH INSURANCE..... 18

(B) LONG TERM DISABILITY..... 21

(C) LIFE INSURANCE..... 22

(D) UNEMPLOYMENT INSURANCE..... 22

(E) CalPERS 22

(F) DEFERRED COMPENSATION/457 PLAN 22

ARTICLE 22. TIME OFF BENEFITS 23

(A) VACATIONS 23

(B) HOLIDAYS 25

(C) SICK LEAVE..... 26

(D) FATIGUE POLICY 30

ARTICLE 23. EXCUSED LEAVES OF ABSENCE 31

(A) ABSENCE FOR WORK-RELATED DISABILITY..... 31

(B) BEREAVEMENT LEAVE 31

(C) JURY DUTY 31

(D) MILITARY LEAVE 32

(E) PERSONAL LEAVE OF ABSENCE 32

ARTICLE 24. UNEXCUSED LEAVE OF ABSENCE 33

(A) DEFINITION 33

(B) NOTIFICATION..... 33

(C) ABSENCE WITHOUT NOTICE 33

(D) DISCIPLINARY ACTION 33

ARTICLE 25. EDUCATION PROGRAM..... 33

(A) ON-DUTY EDUCATION..... 33

(B) OFF-DUTY EDUCATION 34

(C) REQUIRED CERTIFICATIONS OR LICENSES 35

ARTICLE 26. GRIEVANCE PROCEDURE..... 35

ARTICLE 27. DISCIPLINE AND DISMISSAL 37

(A) TYPES OF DISCIPLINE 37

(B) DISMISSAL.....	41
(C) APPEAL PROCEDURE FOR MAJOR DISCIPLINE	42
(D) HEARING PROCEDURE	43
ARTICLE 28. LAYOFF OR REDUCTION IN FORCE	45
ARTICLE 29. UNION	45
(A) UNION RIGHTS	45
(B) USE OF DISTRICT FACILITIES.....	46
(C) DUES DEDUCTIONS.....	46
(D) ACCESS TO WORK LOCATIONS	47
(E) BULLETIN BOARDS.....	47
ARTICLE 30. SEVERABILITY	48
ARTICLE 31. FULL UNDERSTANDING, MODIFICATION AND WAIVER.....	48
ARTICLE 32. DRUG AND ALCOHOL POLICY.....	48
ARTICLE 33. INCOMPATIBLE WORK	49
ARTICLE 34. REOPENER ON POLICY MANUAL AND HEALTH INSURANCE ...	49
ARTICLE 35. LONGEVITY PAY	50

ARTICLE 1. PREAMBLE

This Memorandum of Understanding (hereafter referred to as MOU or Agreement) is made and entered into by and between the Joshua Basin Water District (hereafter referred to as the District) and the Joshua Basin Chapter of the American Federation of State, County and Municipal Employees (AFSCME), Local 1902 (hereafter referred to as the Union).

ARTICLE 2. AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this MOU the authorized agents of the parties and their mailing addresses are as follows:

District: General Manager
 Joshua Basin Water District
 P.O. Box 675
 Joshua Tree, California 92252

Union: President
 Joshua Basin Chapter
 c/o AFSCME Local 1902
 700 N. Alameda St., #1-111
 Los Angeles, California 90012-2944

Any notices or other written communication between the parties shall be served by certified mail.

AFSCME is the formally recognized employee organization for District employees in the General Unit and includes all regular, part-time, probationary, and temporary employees.

ARTICLE 3. TERM

This MOU shall be effective as of September 3, 2019, subject to ratification by the District's Board of Directors and shall remain in full force and effect through and including June 30, 2021. Union to submit an outline of conceptual ideas to the District between 90-150 days prior to expiration of this MOU.

ARTICLE 4. NONDISCRIMINATION

There shall be no discrimination on the part of the District towards any employee or group of employees on any basis forbidden by state or federal law applicable to the District.

ARTICLE 5. GENDER

Whenever the masculine or feminine form of any word is used in this policy, it also includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 6. MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this MOU, State, or Federal Law, all management rights, including the control, direction, and supervision of all District operations and personnel are vested in the District. Such rights include, but are not limited to:

- (A) To hire new employees;
- (B) To direct the work force;
- (C) To determine the types, kind, nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility;
- (D) To hire outside companies and vendors to perform services. The District recognizes its obligation to meet and confer upon request prior to such contracting out as to the impact of such decisions. However, the District shall have no obligation to meet and confer with the Union prior to hiring temporary employees to perform bargaining unit work, from a temporary agency or otherwise, regarding its decision to hire temporary employees or its impacts on bargaining unit members. The Union specifically waives such meet and confer obligation;
- (E) To increase and decrease the amount of work available;
- (F) To determine the types of work to be performed;
- (G) To establish and enforce job standards; qualifications;
- (H) To determine employee health and property protection measures;
- (I) To determine job content;
- (J) To change materials, processes, services, equipment, jobs, operations, locations and the number and type of equipment and facilities.
- (K) To transfer, promote, demote, layoff and recall employees;

- (L) To counsel, reprimand, suspend, discharge or otherwise discipline employees for cause;
- (M) To schedule working hours and assign work;
- (N) To establish, modify or change work schedules or standards;
- (O) To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performances; and the procedures for said assessment;
- (P) To determine the size and composition of the work force;
- (Q) To determine policy and procedures affecting the selection or training of employees;
- (R) To schedule the operation of and to determine the number and duration of shifts;
- (S) To transfer work from one job to another or from one location to another;
- (T) To introduce new, improved or different methods of operations or to change existing methods;
- (U) To lay off employees from duty for lack of work or lack of funds. Prior to laying off any employees in a classification, the District shall first cancel any contracts with a contractor to the extent that the contractor is substantially performing work required in the job description of the classification subject to layoff and to the extent such cancellation is lawful;
- (V) To establish and determine job classifications, descriptions, requirements and salaries;
- (W) To promulgate, modify and enforce work and safety rules and regulations;
- (X) To take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves;
- (Y) To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities. However, the District recognizes its obligation to meet and confer upon request prior to such contracting out as to the impact of such decisions. However, the District shall have no obligation to meet and confer with the Union prior to hiring temporary employees to perform bargaining unit work, from a temporary agency or otherwise, regarding its decision to hire temporary employees or its impacts on bargaining unit members. The Union specifically waives such meet and confer obligation; and
- (Z) If the exercise of these rights affects wages, hours or terms and conditions of employment, the District may act to exercise its rights but will notify the Union no less than fourteen (14) calendar days (except in cases of emergency)

prior to implementation, and meet and confer on the effects of its actions.

ARTICLE 7. DEFINITIONS

For purposes of this MOU, the following definitions shall apply:

- (A) DISTRICT – This shall mean the Joshua Basin Water District.
- (B) BOARD OF DIRECTORS – This shall mean the Board of Directors of the District.
- (C) HUMAN RESOURCES– Means the Director of Administration of the District, or the District’s duly appointed designee.
- (D) FULL-TIME EMPLOYEE – This shall mean all employees employed by the District for employment on a regular basis of forty hours per week and paid by the hour or by the month, and who have successfully completed their probationary period.
- (E) PART-TIME EMPLOYEE - This shall mean all employees employed by the District for employment on a regular basis for less than forty hours per week and paid by the hour or by the day, and who have successfully completed their probationary period.
- (F) TEMPORARY EMPLOYEE – This shall mean any employee employed by the District for a period of time not-to-exceed six months on the job for full-time employment or not to exceed 999 hours or 125 working days in a fiscal year and are paid by the hour or by the day. Extension beyond 999 hours or 125 working days will require mutual agreement of the District and the Union. Temporary employees do not obtain any property rights in the temporary position they are filling.
- (G) DELEGATION OF RESPONSIBILITY BY THE GENERAL MANAGER – This shall mean that in the absence of the General Manager, his designated representative shall act in his behalf.
- (H) SUPERVISOR – This shall mean the Distribution Supervisor for distribution and capital improvement replacement program (CIRP) employees, the Production Supervisor for production employees, the Director of Administration for the administrative and customer service employees, and Assistant General Manager-Controller for finance employees.
- (I) DEPARTMENT MANAGER – This shall mean the Assistant General Manager – Operations for distribution, production, and CIRP employees, and Assistant General Manager – Controller for the finance employees, and the Director of

- Administration for the administrative and customer service employees.
- (J) GENERAL UNIT – This shall mean the employees represented by AFSCME Local 1902 and subject to this MOU in the classifications listed in Article 7.1.
- (K) REGULAR EMPLOYEE – This shall mean a full-time or part-time employee who has successfully passed probation.
- (L) ELIGIBLE EMPLOYEE – This shall mean a full-time, non-temporary employee, whether having passed probation or not, beginning the first of the month following 30 days after employment.
- (M) EMPLOYEE RELATIONS OFFICER – The Employee Relations Officer will be the District’s primary point of contact for the Union regarding administration of this MOU and related activities such as the filing of grievances. This shall mean the Director of Administration unless otherwise appointed by the General Manager.
- (N) BREAK IN SERVICE – A break in service is defined as any separation from employment status for more than 120 days. Absence for military recall is not a break in service.
- (O) Y-RATING – Y-Rating is defined as freezing an employee at their current salary. These employees are not eligible for any pay increase until their next performance evaluation of Excellent or better.

(A) ALPHABETICAL LISTING OF GENERAL UNIT CLASSIFICATIONS

Accounting Technician
 Accounts Receivable Technician
 Construction & Maintenance I
 Construction & Maintenance II
 Customer Service Representative
 Laborer
 Lead Construction & Maintenance
 Lead Customer Service Representative
 Lead Equipment Operator
 Lead Water Production Operator
 Pipelayer I
 Pipelayer II
 Field Service Technician
 Office Assistant
 Operations Technician
 Water Production Operator I
 Water Production Operator II
 Water Quality Specialist

ARTICLE 8. RECRUITING AND SELECTION

The following steps govern the General Unit recruiting and selection process:

1. Upon a position being vacated, if it is determined that the position will be filled, the General Manager will determine, based on consultation with the Department Manager/Supervisor, whether the position will be filled by a regular or temporary employee and/or on a full or part-time basis.
2. If the General Manager has determined that a position will be filled with a regular employee, the District will post the job opening for a period of five (5) business days via email announcement. Employees who are interested must apply through the regular process as outlined in Article 8 A- Promotional and Transfer Opportunities. The District may, but need not, advertise an open position outside the District.
3. Also at the District's sole discretion, it may use an outside temporary employment agency to fill an open position temporarily not to exceed 999 hours per fiscal year. If the District uses an outside employment agency to fill an open position temporarily, subsection 2 shall not apply.
4. All qualified internal candidates will be scheduled for testing and/or an interview.

(A) PROMOTIONAL AND TRANSFER OPPORTUNITIES

The District supports internal promotions or transfers whenever possible and practicable. Current employees in good standing, who meet the qualifications and eligibility requirements below may apply.

If the General Manager has determined that a position will be filled with a regular employee, the District will post the job opening internally for a period five (5) business days via email announcement.

- a) Employees may apply for any posted position as long as they meet the following eligibility requirements:
 1. Most recent performance evaluation overall rating must be "Meets Expectations" or above.

2. Meet the minimum qualifications as stated in the job description.
3. Have not been subject to disciplinary action in the last 12 months.

b) Exceptions to these eligibility requirements must be reviewed and approved by the general manager.

c) Employees must submit the standard job application on or before the closing date. All qualified internal candidates will be scheduled for testing and/or interview. Supervisor approval is not required to submit an application if the employee meets all eligibility requirements.

d) Promotion means to be appointed regularly to a position with a salary range that exceeds the salary range of the existing position. Employees who are promoted into a new position shall receive a salary increase to the next highest step in the new classification that is at least 5% above their current salary.

e) Promoted or transferred employees must complete a (6) six-month probationary period and may be extended one time by mutual agreement of the District and the employee for up to an additional six months. If an employee is unsuccessful, a (6) six-month break shall apply before an employee is eligible to reapply for other opportunities. At any time during the probationary period, an employee may be returned to their previous position without due process; and the employee will be provided an explanation for the return to their original position.

f) Promotions and transfers shall typically take effect within two weeks and generally no later than four weeks after an employee's acceptance. The first date of the status change shall commence at the beginning of a pay period. Factors such as the urgency to fill the position, status of the employee's present workload, and difficulty in filling the employee's present position are to be considered in determining the effective date.

g) Typically, the employee's salary will not change due to transfer unless the position is considered a promotional transfer, in which case the employee will be eligible to receive a promotional salary increase.

ARTICLE 9. EMPLOYMENT OF RELATIVES

(A) ANTI-NEPOTISM

The District shall not employ any person who is a close family relative of another District employee except with the express written authority of the General Manager. The purpose of this provision is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent

breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

(B) CLOSE FAMILY RELATIVE DEFINED

Close family relatives include; Spouses, Parents, Children, Brothers, Sisters, Adopted Children, Grandparents, Grandchildren, Aunts, Uncles, Cousins, Mothers-in-law, Fathers-in-law, Brothers-in-law, Sisters-in-law, Step Children and Step Parents.

(C) EXISTING EMPLOYEES

This provision shall also apply to District employees who become related by marriage after the effective date of this MOU.

ARTICLE 10. PROBATION

(A) INITIAL PROBATIONARY PERIOD

1. Original appointments shall be subject to a probationary period of nine (9) months of actual and continuous service.
2. All transfers or promotions to a higher classification shall be subject to a probationary period of six (6) months of actual and continuous service.

Probationary periods end on the first day of the pay period following the expiration of the probationary period. The probationary period can be extended by the District at the discretion of the General Manager or his/her designee.

Absence without pay, sick leave, short-term and long-term disability and Worker's Compensation leave do not provide an opportunity to judge an employee's capability to meet performance expectations for a position, and thus the time spent on such leaves will not be included towards completion of the probationary period and will result in an extension equal to the duration of the absence. A probationary employee is an at-will employee during the term of their probation and may be released during, up to and through the end of the last day of the ninth month, or later if extended pursuant to this Article at the discretion of the District. Recourse to the Grievance Procedure shall be limited to failure to properly calculate extension periods. Upon successfully completing the probationary period, the employee shall be eligible for his/her first merit increase.

(B) REHIRE PROBATIONARY PERIOD

Employees who are rehired following a break in service must complete a new probationary period whether or not one was previously completed. An employee may be released during their Probationary Period at the discretion of the District. Recourse to the Grievance Procedure shall be limited to failure to properly calculate extension periods.

ARTICLE 11. HOURS OF WORK

Working hours and meal break periods of all personnel will be set by the General Manager. The FLSA designated work week begins at 12:00 a.m. on Saturday and ends at 11:59 a.m. on the following Friday.

(A) CONVENTIONAL WORK SCHEDULE (5/8's)

The conventional work schedule for full-time employees shall be forty hours over five consecutive workdays per week. The conventional workday shall be eight hours of work in a workday. Hours of work are dependent upon department and operational needs, not all positions are eligible for the conventional work week schedule.

(B) FOUR-TEN (4/10) ALTERNATE WORK SCHEDULE

The 4/10 alternate work schedule may be implemented for employees in the general unit staff classifications at the discretion of the General Manager.

- Normally, administrative/office employee's 4/10 workweek hours are Monday through Thursday from 7:00 a.m. to 5:30 p.m.
- Normally, field operations employee's 4/10 workweek hours are Monday through Thursday 6:00 a.m. to 4:30 p.m.

MEAL PERIODS

A non-compensated meal period will be provided to employees who work at least a five-hour workday. Employees are responsible for taking their meal period at a time designated by the supervisor. The length of the meal period will depend on the work schedule (5/8 or 4/10), department needs, and/or operational needs.

- Normally, employees on the 5/8 work schedule are entitled to a 30-minute or one (1) hour non-compensated meal break.
- Normally, employees on the 4/10 work schedule are entitled to a 30-minute non-compensated meal break.

REST PERIODS

A 15-minute compensated rest period will be provided to all overtime-eligible employees for each four-hour period of service. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the workday or to extend the meal period.

ARTICLE 12. PAYDAYS

All employees will be paid every other week on Friday, except when these dates fall on a holiday. When this occurs, payment will be made on the preceding business day. The biweekly payroll covers work performed during the two weeks ended on the preceding Friday.

Any change to a payroll withholding item, including but not limited to changes to an employee's W-4 form, other withholding and/or contributions to the District's 457 Plan submitted to the District before the end of one payroll period will be effective the start of the next payroll.

ARTICLE 13. STAND-BY TIME

- (A) One field employee will work the standby shift (the Stand-By Person), on a rotating basis. Standby duty is required of all field employees. The Standby Person must be available to assist customers, attend to wells, reservoirs, or any other District property for call back at any time. The General Manager may authorize an employee to be on Secondary Stand-By. The Secondary Stand-By employee will be back up for the Primary Stand-By person.
- (B) A stand-by shift shall be defined as beginning at 12:00 p.m. on Tuesday and shall continue for 7 consecutive days. The employee on stand-by duty shall be available, by way of their home phone, cell phone, District radio and/or the paging device furnished by the District, for any emergency call out that might arise during the hours of their stand-by shift. The employee on stand-by duty shall be compensated at the rate of one hour of straight-time pay per day Monday-Thursday and three hours of straight-time pay per day on Friday, Saturday and Sunday for the primary stand-by duty and for secondary stand-by duty for each day the employee completes on stand-by. Either the primary or secondary standby employee will perform telemetry duties. An employee who uses sick leave during their stand-by shift shall not receive stand-by pay for that day. Failure to be

contacted and/or failure to respond to a call-out will be the subject of disciplinary action by the District up to and including termination after progressive discipline has been implemented. No employee shall be subject to discipline for failure to respond in the event of a Bona-fide illness or a family emergency. A stand-by employee may be required to inspect equipment on Saturdays, Sundays and District holidays. In addition to the stand-by pay, the stand-by employee shall be paid for his or her actual time spent in performing those inspections at time and one-half the regular rate of pay. The employee shall put this time on his or her timecard. If an employee serves a call-back period during the same timeframe, the inspection overtime work will apply toward the unused call-back period and not be paid in addition. If the inspection overtime work exceeds the call-back period, additional overtime will be paid. If the inspection overtime work occurs on a holiday, the overtime work will be applied against Standby Holiday Pay (see Article 15) to the extent that the Standby Holiday Pay is NOT consumed by call-backs.

- (C) Standby duty assignment will be established by the Director of Water Resources and Operations on an equal, rotating basis. If an employee is unable to perform his assigned standby duty, he shall find a qualified replacement and notify the Director of Water Resources and Operations or other Supervisor if the Director of Water Resources and Operations is unavailable. Should he be unable to find a replacement, and is physically able to perform the duty, then the employee shall perform his assigned stand-by duty. An employee who does not report for work due to illness (except to attend normal doctor or dental appointments) shall not be allowed to serve standby duty until after their next regularly scheduled shift. Geographic unavailability and/or being under the influence of a mind-altering substance will not be a valid excuse for failure to perform an assigned standby duty. Should he be physically unable to perform the stand-by duty, the Director of Water Resources and Operations shall find a qualified replacement. Refusal to perform assigned stand-by duties is cause for disciplinary action up to and including termination.
- (D) At the District's discretion, an employee on stand-by status may be allowed to take home a suitable equipped District vehicle. An employee on stand-by with a District vehicle may conduct personal business along the route between work and home. Alcoholic beverages may not be consumed in District vehicles.

ARTICLE 14. CALL BACK

Call back refers to the time an employee is called upon to perform work (either by physically reporting to a work site or performing work by computer) after having left the District's facilities at the end of their regular workday. Employees are entitled to call back pay as set forth in this Article if they worked the full day preceding the call back or were on a full workday of paid leave or combination thereof or were otherwise not scheduled that day. This time shall be paid at 1 1/2 times the regular hourly rate for the actual time worked, with a minimum of two hours pay, if the call back requires a response in excess of a telephone call, e-mail, or other electronic response (e.g., telemetry operator response to alarm). If the call back involves only a telephone call, e-mail, or other electronic response, the employee shall be paid for his/her actual time responding to the telephone call, e-mail or other electronic response. If more than one call back is received during the minimum call back period and the additional call(s) can be completed within the minimum call back period, an employee will only be compensated for one minimum call back period. The District retains the right to require the employee to remain at work and perform other duties if the work they are called back to perform is completed in less than the guaranteed two hours. Once contacted, refusal to perform call back services, unless the employee is physically, geographically or legally incapable, is cause for disciplinary action up to and including termination.

The call back pay is in addition to the standby pay and overtime pay for performing inspections on weekends and holidays, as described in Article 13.

Employees shall wear a uniform when responding to call outs for ease of identification from outside the vehicle.

ARTICLE 15. HOLIDAY PAY

Employees who are required to work on a Holiday, will receive compensation at 1½ times the regular hourly rate in addition to their regular pay for actual hours worked (2½ times the regular hourly rate).

An employee who serves Standby on a holiday receives eight (8) hours of overtime in addition to their regular pay for the holiday (2½ times the regular hourly rate). This compensation is intended to provide advance consideration of four minimum call back periods. Any time spent performing work in excess of 4 call back periods on a holiday will be compensated at 2½ times the regular hourly rate. The Standby holiday pay provision applies to employees whose Standby shift starts or ends on a District observed holiday.

ARTICLE 16. OVERTIME PAY: NON-EXEMPT EMPLOYEES

Employees working a conventional schedule as defined in Article 11(A), will be compensated at 1½ times their regular hourly rate after eight (8) hours per day, and 2 times the regular hourly rate of pay after twelve (12) hours per day.

Employees on the alternate 4/10 schedule as defined in Article 11(B) will be compensated at 1½ their regular hourly rate after ten (10) hours per day and two (2) times their regular hourly rate after twelve hours per day.

Such overtime payments shall serve as an offset against overtime due for exceeding forty (40) hours of work in a seven (7) day workweek. For example, if an employee works two hours of overtime on Monday, and works his/her regular shift the rest of the week, the employee will have worked 42 hours in that workweek. The employee is not entitled to receive another two hours of overtime pay for exceeding 40 in a workweek, as the employee was already compensated by the overtime pay for Monday's overtime.

An employee must have prior supervisory approval to work any overtime. Employees shall not be permitted to work on their own initiative before or after scheduled working hours or during non-paid meal periods or breaks without prior approval of the supervisor. The only exceptions to this requirement is the field person assigned to stand-by duty, emergencies, and where prudent for operational efficiencies. In these instances, the employee will attempt to obtain approval from the supervisor in advance, or if unable, will advise the supervisor no later than the next day. All employees must complete and sign a daily time sheet reflecting actual hours worked each day, including overtime. The time sheet must be verified and signed by the employee's supervisor.

For purposes of this article, a "day" shall be the 24-hour period beginning at the start of the employee's regularly scheduled shift.

ARTICLE 17. SALARIES AND SALARY RANGES

(A) SALARIES

Effective with first full pay period starting after ratification of this MOU by the District's Board of Directors, all classifications subject to this MOU shall receive a cost of living increase for all steps equal to 3.25%.

Effective with the first full pay period starting July 1, 2020, all classifications subject to this MOU shall receive a cost of living increase for all steps equal to 2.5%.

The District at its discretion may delete lower steps providing no employee currently occupies the step.

Revised wage rates and ranges pursuant to this Article for each classification covered by this MOU will be generated by the District yearly when adjustments are required under this MOU. Employees will be placed in their salary ranges according to their job classification. The wage rates and ranges pursuant to this Article, reflecting the salaries in effect at ratification of this MOU after the adjustments required at ratification, are set forth in Attachment 1.

Employees will continue to be eligible for merit increase as stated in Article 19.

(B) SAFETY BOOT ALLOWANCE FOR FIELD EMPLOYEES

Field employees are required to wear lace-up (no pull-on or zipper insert) protective footwear with a minimum ankle support of five inches while performing normal District activities. In addition, protective footwear must meet the requirements of the American National Standards (ANSI) standards: ASTM F2412-2005, ASTM F 2413-2005 as referenced by the Occupational Safety and Health Act (OSHA).

The District will provide a boot allowance up to \$225.00 per calendar year for the following classifications: Construction & Maintenance I, II, Lead; Field Service Technician; Water Production Operator I, II, Lead, CIRP Laborer, CIRP Pipelayer I/II, CIRP Lead Equipment Operator.

Under certain conditions where protective footwear is damaged or is deemed to be unsafe, and the employee has already exhausted his/her annual boot allowance, the supervisor/manager, with the concurrence of the General Manager, may authorize reimbursement for an additional pair of protective footwear up to the amount of the annual boot allowance or the actual costs of the footwear, whichever is less.

Employee responsibility: Except under the circumstance described above, the employee will be responsible for the difference between the cost of the protective footwear and the amount of the annual boot allowance.

The employee will be responsible for wearing protective footwear during

working hours.

The employee will be responsible for the reasonable care and maintenance of his or her protective footwear.

The employee will be responsible for informing the supervisor when protective footwear needs to be replaced.

When safety boots are not billed directly to the District, but rather the employee incurred the expense, the employee must complete a reimbursement form. The reimbursement form and original receipt of purchase must be submitted to their immediate supervisor within 30 days of purchase.

(C) UNIFORMS

The District provides non-safety uniforms to field employees in the following classifications (Construction & Maintenance I, II, Lead; Field Service Technician; Water Production Operator I, II, Lead, CIRP Pipelayer I/II, CIRP Lead Equipment Operator). The value of the uniforms at the time this MOU was ratified has been determined to be equal to an average of \$600.00 per calendar year, which is equal to \$23.08 per pay period. That amount is taxable income to the employees in the above classifications.

ARTICLE 18. RECLASSIFICATIONS

The District may conduct classification studies at its discretion to ensure that the duties and responsibilities of all employees are appropriately allocated within the classification structure. Reclassification of current positions shall be subject to meet and confer with the Union. Payrate changes to reclassified positions shall be subject to mutual agreement. Employees working out of class pursuant to Article 20 shall not be considered reclassified for purposes of Article 18.

ARTICLE 19. PERFORMANCE EVALUATIONS

The General Manager will prescribe and implement a system for assessing the work performance of employees. The performance appraisal process provides a means for discussing, planning, and reviewing the performance of each employee. Performance appraisals are considered in granting merit increases, promotions, transfers, demotions, discharges, and other disciplinary actions. It is critical that supervisors are objective in conducting performance reviews and in assigning overall performance ratings.

Performance Evaluation Intervals

Regular Employees

- All regular employees will receive an annual performance evaluation annually within one-week (before or after) January 31st.

Probationary Employees

- Initial probationary employees will participate an informal performance evaluation meeting with their supervisor/manager upon the third (3rd) and sixth (6th) month subsequent to the date of hire.
- Initial probationary employees will receive a formal performance evaluation nine (9) months subsequent to the date of hire.
- Initial probationary employees who successfully complete their probation, shall convert to the January 31st review date upon completion of the probationary period.
- Promoted or transferred employees will receive a formal performance evaluation six (6) months after the promotion or transfer date and shall convert to the January 31 review date upon completion of the probationary period.

Performance Evaluation Meeting

The supervisor/manager will meet with the employee to discuss the performance evaluation. The employee shall sign the formal performance evaluation to acknowledge its contents and that they have met with their supervisor/manager to discuss the evaluation. The employee's signature shall not mean that he or she endorses the contents of the evaluation.

The employee may comment on the evaluation in a written statement, which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within ten (10) working days after the employee receives the evaluation.

A request for reconsideration of the evaluation may be made utilizing steps one and two of the Grievance Procedure in Article 26. Steps three and four of Article 26's Grievance Procedure shall not be applicable to performance evaluations. An employee does not have the right to appeal.

Any employee receiving a "Not Meeting Expectations" rating will be given a time period of ninety (90) days to bring their performance up to a "Meets Expectations" level or they will be subject to further disciplinary action up to and including termination.

Performance Evaluation Merit Increases

Any merit increases awarded as part of a performance evaluation will take effect on the first pay period following January 31st, or, if applicable, the date of the completion of their probationary period.

Merit Increases shall be as follows:

Exceeds Expectations: 2-Step Increase

Meets Expectations: 1-Step Increase

Not Meeting Expectations: No Increase

ARTICLE 20. WORKING OUT OF CLASS

(A) SHORT TERM, TEMPORARY OR EMERGENCY ASSIGNMENTS

No employee shall be required to perform duties, more than 50% of their working time, which are not related both in kind of work and level of responsibility to duties formally assigned in his or her job description without additional compensation as set forth in this section, except on a short term basis or temporary or emergency basis. For purposes of this section, "short term or temporary or emergency basis" means 25 consecutive working days. After the 25th consecutive working day, the employee shall prospectively receive the minimum salary of the other class or a 5% differential, whichever is greater, for the duration of the assignment. If the 5% differential will result in the employee not being on a step on the salary range for the out of class position, the employee will be placed in the next highest step. No such assignment shall exceed six months, unless the District and the Union agree. Documentation that the employee has been in such short term, temporary or emergency assignments shall be kept including time sheet notations approved by the General Manager or his/her designee.

(B) OTHER TEMPORARY ASSIGNMENTS

An employee may be temporarily assigned to an open position in a job description higher than the position he or she occupies, other than on a short term or temporary or emergency basis, only by written authorization from the General Manager. The employee so assigned shall be granted a temporary salary increase of no less than the minimum salary level of that position, or five percent (5%) whichever is greater, for the duration of the temporary reclassification. No such temporary reclassification shall exceed six (6) months, unless the District and the Union agree. No employee will be

classified as working out of class unless such assignment is confirmed in writing by the General Manager. Such written authorization shall include the estimated term of such temporary reclassification and the temporary salary increase granted.

In the absence of any written authorization from the General Manager that the employee has been approved to be temporarily assigned to another position, such employee shall serve in that higher position only on a short-term or temporary or emergency basis, and shall not be entitled to any higher salary or other benefits of the higher position. The position vacated by the employee who is temporarily reclassified shall not be permanently refilled until the temporarily reclassified employee either is permanently appointed to the new position or returned to his or her prior position.

Any employee voluntarily working out of class for a period in excess of the limits specified herein shall promptly inform the supervisor or department head, who shall inform the General Manager of such work out of class. Any employee who is directed to continue to work out of class by their supervisor without the General Manager's authorization shall immediately inform the General Manager, and shall suffer no retaliatory act against them for providing such information. Any employee who thereafter still continues to work out of class in excess of the term specifically authorized in writing by the General Manager, shall incur no rights to any continued temporary salary increase or other benefits of the higher position, and the District shall incur no liability or obligation to such employee.

ARTICLE 21. EMPLOYEE INSURANCE BENEFITS

(A) HEALTH INSURANCE

Group Health Insurance

The District provides group medical, dental, and vision insurance for regular full-time employees and their eligible dependents. Coverage shall begin on the first day of the month following one month of continuous employment. The District shall contribute toward the monthly premiums for medical, dental, and vision plans for the employee and their eligible dependents, subject to a monthly cap. The employee is responsible for any costs above the monthly cap.

Eligibility must be proven to enroll dependents (i.e., birth certificate, marriage license, etc.). It is mandatory to report changes in dependent status within thirty (30) days of the event (such as adding a dependent(s) due to birth or adoption of a child, adding a spouse, or deleting a dependent due to divorce or death).

Any employee who is regularly scheduled to work less than forty (40) hours per week is not eligible for a District contribution or to enroll in group health benefits.

Health Plans

To learn more about the District health plans, review the Summary of Benefits and Coverage (SBC) documents available from Human Resources. Each employee is encouraged to review SBC's before selecting their health plans.

The District provides health plans through participation in ACWA JPIA. Any changes made by ACWA JPIA or changes to the plans themselves are not subject to negotiation between the District and the Union.

The District agrees to maintain the ACWA JPIA health insurance program and all other insurance products currently offered for the duration of this MOU to the extent they continue to be offered by the carrier.

The District shall meet and confer with the Union prior to replacing any health insurance program with another product (i.e. ACWA JPIA to CalPERS, Colonial to AFLAC, etc.).

Medical Enrollment

Eligible employees may choose from available medical plans offered. All regular full-time employees shall be enrolled in a District provided medical insurance at a minimum employee level. Dependent coverage is optional.

Dental Enrollment

All regular full-time employees shall be enrolled in the District provided dental insurance at the minimum employee level. Dependent coverage is optional.

Vision Enrollment

All regular full-time employees and all their eligible dependents shall be enrolled in the District provided vision insurance plan.

District Contribution for Group Health Insurance

Tier I – Employee's Hired before January 1, 2017

The District shall contribute toward the group medical, dental, and vision premiums, up to a maximum monthly cap of \$1800.

Employee's hired prior to January 1, 2017 are entitled to receive cashback on any unused portion of the monthly contribution cap that is not used by the required enrollment in medical, dental, and vision plans. The cashback will be paid as an addition to the employee's paycheck, in accordance with the District's normal pay schedule, and will be recorded as taxable (non-PERS) income.

Tier II – Employee's hired between January 1, 2017 – September 3, 2019 and were enrolled in voluntary insurance products during the 2016-2019 MOU.

The District shall contribute toward the group medical, dental, and vision premiums, up to a maximum monthly cap of \$1800. Employee's in Tier II are entitled to use the unused portion of the monthly contribution cap that is not used by the required enrollment in medical, dental, and vision plans to purchase any insurance products offered by the District (example: voluntary Colonial products).

Employee's hired after January 1, 2017, are not entitled to receive cashback on any unused portion of the monthly contribution cap that is not used by the required enrollment in medical, dental, and vision plans, or the enrollment in voluntary insurance products.

Tier III – Employee's Hired after to January 1, 2017

The District shall contribute and pay 100% toward group medical, dental, and vision premiums for the employee and their eligible dependents, subject to a monthly cap. The monthly cap shall be calculated utilizing the monthly premiums for the group medical Kaiser HMO with Chiro Family Plan, 3307 Delta Dental Family Plan, and 4029 VSP Composite Plan.

Employee's hired after January 1, 2017, are not entitled to receive cashback on any unused portion of the monthly contribution cap that is not used by the required enrollment in medical, dental, and vision plans.

During open enrollment or qualifying event (the plan administrator must receive notification of the qualifying event within 30 days of the qualifying event), Tier I or II employees may opt to convert to the Tier III provisions to obtain the benefit contributions available in Tier III. Tier I or II employees who opt into Tier III, cannot revert to their former Tier following the conversion.

Contribution Proration (if applicable)

Any full-time regular employee who earns less than forty (40) paid hours per week, shall receive the applicable contribution prorated (i.e., the number of paid hours per week will be compared to forty (40) hours per week to determine the basis of proration). Proration may subject the employee to an increased share of cost in the health premiums depending upon the employees selected plans and Tier level.

(B) *Long-Term Disability Insurance*

The District provides and pays 100% of the premium for long-term disability insurance for regular full-time employees.

Eligible Employees: Regular full-time employees.

Waiting Period: The employee will be enrolled in the LTD program the first of the month following 30 days of continuous employment.

Benefits Provided: Long term disability insurance provides you with income protection if your disability continues beyond the 90-day elimination period. Check the policy for detailed information. Note these benefits are taxable. Any overpayment of benefits will require reimbursement. This long-term disability plan may be restrictive to income from other sources. Check the policy for further information.

Benefit Percentage: 60% percentage of a person's income insured for benefit. (Example: Employee earns \$5,000 per month and receives 60% of this amount in a disability benefit $\$5,000 \times .60\% = \$3,000$ monthly benefit.)

Benefit Period: Most LTD policies pay benefits until normal retirement age-provided the claimant continues to meet the definition of disability.

Employee Contribution: None.

Employer Contribution: Total cost for the employee.

Where to File Claims: As provided by the carrier or see the Director of Administration.

(C) *LIFE INSURANCE*

Full-time Eligible Employees are eligible to purchase coverage under a group life insurance policy in excess of the coverage provided by the District. Eligibility begins on the first day of the month following the end of the first month of employment with the District. The District paid premium provides a policy per employee equal to twice their base salary, subject to maximum

coverage equal to \$150,000 without medical testing. Life insurance coverage shall be adjusted prospectively for all employees on an annual basis at one time to reflect changes in base salary over the prior year. The District shall have no obligation to adjust life insurance levels for individual employees prior to this time to reflect changes in their personal compensation level. Employees may also purchase life insurance for their spouse and dependents, subject to insurability. The insurer shall require a medical exam and/or testing if the twice the employee's salary is greater than \$150,000. If the employee passes the medical exam and testing to the insurer's requirements, the District shall pay the additional premium.

(D) UNEMPLOYMENT INSURANCE

Unemployment Insurance coverage is paid for by the District. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department Office.

(E) CALPERS

The District has contracted with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for the District's employees. The District shall provide the 2% @ 55 benefit, prospectively, with no prior service credit for those employees that do not qualify as "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"). For new members, the formula shall be 2%@62 and new member retirement benefits will be subject to all the provisions of PEPRA.

(F) DEFERRED COMPENSATION/457 PLAN

The District shall continue to provide a voluntary deferred compensation 457 plan to Eligible Employees. Effective with the first full pay period after January 2020, the District shall make a matching contribution equal to 25% of the employee's contribution, not to exceed \$1000.00 per calendar year. (Example – employee contributes \$2,000.00 to the deferred compensation/457 Plan between January 1-December 31. The District shall be obligated to pay 25% of \$2,000.00 (\$500.00) into the employee's account). The District shall make its contribution at the end of the calendar year.

Upon retirement or termination employees may choose to withdraw the money from their account, but penalties may apply based on their age, etc. Employees will be provided with the name of the individual administering the deferred compensation plan on the District's behalf upon request.

Employees may request withdrawal of deferred compensation funds due to "unforeseeable emergencies". Each request for withdrawal of funds shall be considered on a case-by-case basis. The General Manager will review the details surrounding the request and after consultation with the District's auditors, the deferred compensation plan administrator, the IRS, and/or other similar experts, shall approve or disapprove the request for withdrawal.

ARTICLE 22. TIME OFF BENEFITS

(A) VACATIONS

The General Manager shall ascertain and record the accounting procedures for attendance and leaves. Where deviations occur from such records, the final decision will be subject to the approval of the General Manager.

The District encourages and shall require each full-time employee who has been employed for one year from date of hire to take an annual vacation (a minimum of 5 consecutive days) as paid time off away from work, which is accrued from their hire date. Vacation leaves must be approved by the employee's supervisor. The employee's supervisor shall determine the number of employees who may be on vacation at any one time. Full-time employees accrue vacation in accordance with the following schedule:

Employees hired prior to November 1, 2000

Years 1 through 4	80 hours
Years 5 through 10	120 hours
Years 11 through 15	160 hours
Years 16 through 20	8 extra hours for each year over 15 years with a maximum of 200 hours

Employees hired after November 1, 2000

Years 1 through 4	80 hours
Years 5 through 10	120 hours
Years 11 and up	160 hours

Vacation leave accruals are credited as they are earned each pay period and may not be used until after the pay period in which they are earned.

Employees may retain a balance of vacation leave at any one time equal to 2 years of their annual accrual rate. Once employees reach their accrual limit, they will not accrue any more vacation time until their balance drops below the limit.

A change in the rate of annual vacation leave accrual shall take effect in the pay period following the anniversary date of the employee. No annual vacation leave shall accrue for fractional parts of semi-monthly pay periods falling at the beginning or end of a period of service. At the time the employee leaves employment with the District, he or she will be paid any unused credited vacation at the employee's then current rate of pay at the time of leaving such employment.

Vacation leave may be used by an employee as vacation and/or sick leave. Vacation will, so far as practicable, be granted at the time desired by the employee. However, the District will schedule vacations to assure orderly operation of the District. If any conflict should arise where two or more employees request the same time period for vacation, seniority will be the determining factor in granting vacations in order of preference.

In the event one or more approved holidays falls within an annual vacation leave, such holidays will not be charged as vacation leave, and the vacation leave will be extended accordingly.

If an employee becomes ill or injured while on vacation leave, the time may be charged to sick leave with approval of the General Manager; however, an employee must submit a doctor's certificate in accordance with Section (c) of this Article.

Although all employees are encouraged to use their accrued vacation, an employee may be granted compensation in lieu of vacation at full pay with the approval of the General Manager.

All of the following terms must be satisfied in order to qualify for compensation in lieu:

- Compensation in lieu may be granted one (1) time per calendar year. Under special circumstances such as an unforeseen emergency, a second request in a calendar year may be granted, with approval from the General Manager. No more than two (2) per calendar year is permitted.
- The employee must have taken forty (40) hours paid vacation within the preceding twelve months of the request; and
- At least forty (40) hours of vacation accruals remain in the employee's vacation account balance after the compensation in lieu is deducted from the accrual balance.

Approved compensation-lieu hours will be deducted from the employee's vacation accruals.

(B) HOLIDAYS

Employees shall receive the following 13 holidays with pay of a day's pay (depending on the length of their regularly scheduled shift on the day the holiday is observed by the District) subject to Article 15, Holiday Pay:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve Day	December 24
Christmas	December 25
New Years Eve Day	December 31
Three Floating Holidays	Discretion of employee

If a holiday falls on a Sunday, the Monday following shall be treated as the holiday. If a holiday falls on a Friday or Saturday, the preceding workday shall be treated as the holiday.

The Floating Holidays may be used in a minimum of one-quarter (1/4) hour increments. Floating Holidays may be taken at the discretion of the employee, but he must have the prior approval of the supervisor, subject to the same criteria as used to approve vacation requests. These holidays are not accumulative and shall not be carried over to the subsequent calendar year. However, employees who have unused floating holidays as of December 31, may cash out unused floating holidays in January of the next year, but may not take them as days off. No more than two employees in a particular department may take a floating holiday at concurrent times.

New full-time employees who start work for the District prior to July 1 shall accrue three (3) floating holidays for that calendar year. New full-time employees who start work after July 1 shall accrue 1-1/2 floating holidays in their first calendar year and three (3) holidays in the following calendar year and thereafter.

Part-time employees shall be eligible to take paid holidays (including floating holidays) on a pro-rated basis by comparing their regularly scheduled hours to a full-time (40 hour) per week employee. Example: a part-time employee regularly scheduled to work twenty (20) hours per week would be entitled to one-half (1/2) the paid holiday time on a District holiday (i.e., 4 hours instead of 8) and three (3) floating holidays of four (4) hours each. New part-time employees who start work for the District prior to July 1 shall accrue the three (3) days of floating holidays for that calendar year

pro-rated under the above formula. New part-time employees who start work for the District after July 1 shall accrue one and one-half (1-1/2) days of floating holidays pro-rated under the above formula.

(C) SICK LEAVE

Sick leave is provided by the District pursuant to this section, in order to promote the health and welfare of the individual employee. Sick leave permits an employee to be absent from duty without loss of pay when he/she is incapacitated by reason of illness, or when a member of the employee's immediate family must be cared for by the employee; or when an employee has been exposed to a contagious disease and a physician has determined that his/her presence on the job might endanger fellow workers, or otherwise provided by state or federal law.

1) Sick leave is paid leave from work that can be used for the following purposes:

- The diagnosis, care or treatment (including preventive treatment) of an existing health condition for the employee or the employee's family members to include:
 - o A child (regardless of age), including a biological, adopted or foster child; legal ward; or a child to whom the employee stands in loco parentis; a biological, adoptive or foster parent; stepparent; legal guardian of an employee; the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; and a sibling.
- An employee who is a victim of domestic violence, sexual assault, or stalking to:
 - o obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii.) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety

2) & Sick Leave Accrual Rates & Terms

Accrual & Carryover rules for Different Categories of Employees

- Regular full-time employees accrue eight (8) hours of sick leave for each calendar month of paid status (3.69 hours accrued each pay period). Accrued sick leave carries over from year to year. No accrual limit applies.

- Part-time or temporary employees are provided a lump sum of twenty-four (24) hours of sick leave at their date of hire and each year thereafter on their anniversary date. Unused sick leave does not carry over to subsequent years.

3) Sick Leave Use

Sick leave is not an earned right to time off from work. Sick leave provided by the District is available for use upon hire. Sick leave may not be used until it is earned. Accrued sick leave may be used in a minimum of quarter (1/4) hour increments. Accumulated sick leave will not be paid to employees upon termination of employment.

4) Notification to District.

To request to use sick leave if the need for leave is foreseeable, an employee must give the supervisor/manager reasonable advance notice.

If the need for sick leave is not foreseeable, employees shall notify their supervisor or the General Manager, within thirty (30) minutes after the start of their workday on each day of absence. If this is not possible, notice shall be given as soon as practicable.

5) Maintenance of Contact

Sick leave benefits are contingent upon maintenance of regular contact with the District. Employees are expected to inform their supervisor or Department Manager of their estimated date of return to work and to maintain this communication. The supervisor or Department Manager may relay this information to the General Manager.

6) Certification

A certificate from a health care provider may be required, by the District, for any sick leave in excess of three (3) working days. The certificate shall cover all days for which sick leave is taken. The District may require additional certificates for longer periods of absence, or for repeated absences, as determined at the discretion of the General Manager.

The District may require employees to provide a physician's certification to support any absence that involves the illness of the employee or their family member if the District suspects that there is an abuse of sick leave by the employee.

All employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice

of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

7) Health Care Providers' Release

The District may require a health care provider's written release before the employee may return to work after an absence in excess of three (3) working days for illness or injury.

8) Sick Leave Use more than ten (10) Business Days

If an employee's absence continues beyond the period of the employee's accrued sick leave, the employee may be eligible for additional leave under the District's Family and Medical Leave Policy, or any other medical or disability leave policy if such employee meets the qualifications of such leave. All such leave shall be unpaid.

Absences greater than ten (10) business days must be requested under the Leave of Absence Policy in the Employee Handbook.

9) Sick Leave for Other Uses

In the event that sick leave is taken due to the illness or injury of a family member, all other provisions of this section shall apply with the exception of Section (7).

10) CalPERS Sick Leave Credit

The District contracts with CalPERS to provide sick leave credit. At retirement, eligible employees may convert any unused sick leave they have to additional service credit subject to the rules set forth by CalPERS.

(D) FATIGUE POLICY

Employees will not be required to work in excess of sixteen (16) consecutive hours. An employee who works sixteen (16) consecutive hours will be provided an eight (8) hour recuperation period, plus up to (30) minutes travel time each way. The employee will be responsible for notifying his/her supervisor of their quitting time. If the required recuperation period extends into the employee's regular work shift, the employee will not be required to use their leave balances to offset the required time off. Instead, the employee will be paid regular time for any regularly scheduled hours that fall into the eight (8) hour recuperation period, plus up to (30) minutes travel time each way.

Fatigue situations not specifically addressed in this policy will be decided at the Director of Water Resources and Operation's discretion utilizing Joshua Basin Water District's Code of Safe Practices. It should be noted that the General Manager will have the final say on fatigue issues not specifically addressed in this policy.

ARTICLE 23. EXCUSED LEAVES OF ABSENCE

(A) ABSENCE FOR WORK-RELATED DISABILITY

Employees who are injured in the course of employment are placed on Workers' Compensation Leave and receive wage loss benefits to which they are entitled under the Workers' Compensation Act. Employees may request to receive prorated Sick and/or Vacation Leave pay (to the extent that it is accrued on the books) to supplement their Workers' Compensation payments in an amount such that the sum of both is equal to the employee's regular base pay.

Employees are expected to inform their supervisor or Department Manager of their estimated date for returning to work and if there are any changes in that estimated return to work date. The supervisor or Department Manager may relay this information to the General Manager or others as necessary.

(B) BEREAVEMENT LEAVE

The District provides up to four (4) working days of paid leave in the event of a death in an employee's immediate family. Should an employee be granted additional time, they may utilize vacation, floating holidays, or any combination thereto.

"Immediate family" consists of the following: employee's spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a spouse/domestic partner.

Upon the request of the General Manager, some form of proof of death, acceptable to the General Manager, may be required within ten (10) working days of return from bereavement leave.

(C) JURY DUTY

Employees called for jury duty will be granted a paid leave of absence for the actual time spent on jury service. A copy of the jury notice must be

provided to the employee's supervisor and the Employee Relations Officer. Employees must report for work during their regularly scheduled work shift when they are relieved from jury duty. The employee must surrender the jury pay to the District, independent of any mileage reimbursement if the employee's personal vehicle is used. If a District vehicle is used, the mileage reimbursement will be surrendered to the District.

(D) *MILITARY LEAVE*

Entitlement to, and payment by the District of, salary, benefits and/or continued accrual of leave benefits for employees called for mandatory military duty (active duty, inactive duty training or National Guard duty) while on such military leave shall be in accordance with any applicable provisions of Federal and State law. All employees called to military leave shall promptly notify their supervisor and the General Manager.

(E) *PERSONAL LEAVE OF ABSENCE*

General

Employees who have been continuously employed with the District for at least one (1) year, may, due to special circumstances, request a personal leave of absence without pay, for a reasonable period of time up to forty-five (45) calendar days. Requests for leaves of absence will be considered on the basis of length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact on the District.

Requests

A request must be submitted in writing and be approved in writing by the General Manager before leave begins. A request for an extension of a leave of absence must be submitted in writing and approved in writing by the General Manager before the extended period begins. It is your responsibility to report to work at the end of the approved leave. If you fail to report to work on the day after your leave expires, you will be considered to have voluntarily resigned.

Status of Employee Benefits During A Personal Leave:

The District does not pay for group insurance premiums during any portion of a nonstatutory, unpaid leave of absence beyond the end of the month in which the leave begins. Accordingly, the premiums beyond that point for such coverage are your complete responsibility and offered through COBRA. In order to keep the insurance in force, premiums for the period of the leave

must be paid according to the schedule outlined in the COBRA notification form.

Use of Accrued Leave

An employee who is granted a Personal Leave of Absence is required to utilize accrued paid accruals (wage replacement) concurrently with the leave taken under this policy. Use of sick leave accruals will only be authorized if the personal leave of absence is for the employee's own serious health condition or to care for their family member as described in the FML policy. All requests for wage replacement must be made in writing (email is acceptable) to the Director of Administration before the close of the relevant pay period(s). If such request is not received timely, the District will first use floating holiday, administrative/management leave (if applicable), and then vacation accruals.

A Personal Leave of Absences is considered unpaid, regardless if wage replacement is utilized. All insurance and retirement benefits, sick leave, and vacation credits will not accrue for the period of the leave.

ARTICLE 24. UNEXCUSED ABSENCE

(A) DEFINITION

An unexcused absence is defined as any unexcused failure to be present for work during scheduled working hours (including scheduled overtime). Absences that are excused are detailed in Article 25, Excused Leaves of Absence.

(B) NOTIFICATION

The District requires employees to give advance notice, when possible, of absence. If advance notice is not possible, personal notification by phone shall be given to a District Manager or Supervisor within thirty (30) minutes of the employee's scheduled start time. Employees may call into the District at (760) 366-8438 before and after business hours.

(C) ABSENCE WITHOUT NOTICE

Two consecutive days absence without notice will be grounds for dismissal. The employee will be eligible for reinstatement only if some exceptional circumstances explain why the employee could not have provided the notice required by these rules.

(D) DISCIPLINARY ACTION

Chronic absenteeism, lateness, or other unusual infractions of attendance standards will be grounds for disciplinary action. Progressive disciplinary steps will be followed where appropriate.

ARTICLE 25. EDUCATION PROGRAM

(A) ON-DUTY EDUCATION

Employees may, with prior written approval of the General Manager, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects directly related to District operations or to the employee's position (or one to which he or she may reasonably aspire). In those circumstances, the District shall pay for the cost of the seminars, conferences, etc., provide transportation or reimburse the employee for mileage (at the discretion of the General Manager) and the employee shall receive pay for their time including reasonable travel time. In order to be reimbursed for meals while attended training off District property, the employee must submit a receipt and the District will reimburse the employee up to IRS per diem rates.

(B) OFF-DUTY EDUCATION

At the discretion of the General Manager, educational assistance is available to all employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments. This education may occur after regular working hours at a college, vocational trade school, or through a self-study correspondence course that leads to a certificate, license or diploma related to the District operations.

An employee may receive reimbursement for approved off-duty educational expenses (including tuition, books, required fees, and parking) up to a maximum of \$1200 in any one fiscal year, subject to the rules set forth in the employee handbook. In order to be eligible for reimbursement an employee must meet all of the following requirements:

- A course approval request must be submitted to, and approved by the General Manager prior to starting the course.
- The employee must be employed with the District at the time the course is started and completed.
- The course must be related to work performed with the District.
- The course must be provided through an accredited institution. Correspondence courses from reputable institutions will be

considered when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.

Courses shall be taken on employee's time, unless special circumstances warrant otherwise and prior arrangements have been made with his supervisor and approved by the General Manager.

A transcript must be furnished to the District showing a passing grade was received for the course. Employees are required to submit their request for tuition refund no later than six months after completion of the course. No tuition refund will be made later than six months after completion of the course. Requests for reimbursement must be supported by proper receipts for all expenditures. The amount of refund shall be determined on the following basis up to the maximums set forth in this article, or equivalent, of the course grade received: Grades C and above = full refund; Grade below C = no refund.

(C) REQUIRED CERTIFICATIONS OR LICENSES

Employees who attend classes, seminars, or tests for required certificates or licensing during their regularly scheduled working hours with prior authorization from the General Manager will be paid for their time and provided transportation (or the appropriate payment for mileage, at the General Manager's discretion) for such activity.

Employees who attend classes, seminars, or tests for required certificates or licensing during off-duty hours will be provided transportation (or the appropriate payment for mileage, at the General Manager's discretion) for such activity. The employee will not be paid for their time for either attending the activity or for travel to or from the activity.

The District shall pay the cost or reimburse the employee the cost of the approved class, seminar or test needed for certificates or licensing required for the employee's position, whether taken during on-duty or off-duty hours. The District shall also pay the annual fees, if any, to maintain required certifications or licenses for the employee's position.

The District is investigating the need for additional certifications for Operators as a result of Chromium VI treatment requirements by the State. The District may, if additional certifications are necessary and with written notice to the Union, reopen this MOU during its term to negotiate the issues related to these certifications.

ARTICLE 26. GRIEVANCE PROCEDURE

A grievance is a charge by an employee or by the Union that management or supervisors have violated a specific provision of this Agreement or written personnel rules or written personnel policies of the District, with the exception of disciplinary actions taken pursuant to Article 27, which are not subject to the Grievance Procedure. The Grievance Procedure is the process for bringing a violation of this MOU or written District policy to the attention of management. The Union may bring violations of the Meyers-Milias-Brown Act before the California Public Employment Relations Board ("PERB"), but shall not double file both a grievance and a PERB charge for the same alleged violation. However, the Union will provide the District with at least thirty (30) days written notice before filing a PERB charge. The Union and District shall meet and confer regarding the issues in the anticipated PERB charge at least once during this period in an attempt to resolve the matter. The District agrees to toll the PERB six month statute of limitations during this meet and confer process.

An employee has the right to be represented by any other person within the General Unit or a representative from Local 1902 during this process. Any reference to days in this article implies business days.

Step 1. An employee who has a complaint shall attempt to resolve it with their immediate supervisor within five (5) days of the occurrence of the event giving rise to the complaint. The employee's complaint shall be presented in writing. The Supervisor shall respond to the employee in writing within five (5) days of that meeting. The written grievance must:

- Identify the specific management act to be reviewed.
- Specify how the employee was adversely affected.
- List the specific provisions of the MOU that were allegedly violated, and state how they were violated.
- Provide the date of attempts at informal resolution and the name of the supervisor or individual involved.

If a grievance is not presented or appealed within the time limits, it shall be considered settled on the basis of the preceding response. Should a supervisor fail to respond within the appropriate time limit, this shall not preclude the employee from appealing to the next step.

Step 2. If the grievance is not settled informally at Step 1, it must be presented in writing to the General Manager. The written grievance must:

- Identify the specific management act to be reviewed.
- Specify how the employee was adversely affected.
- List the specific provisions of the MOU that were allegedly violated, and state how they were violated.

- Provide the date of attempts at informal resolution and the name of the supervisor or individual involved.

The grievance, inclusive of the information listed above, must be presented for review and written response within seven (7) days of the conclusion of Step 1. The General Manager, or his designee, shall meet with all parties at least one time, and conduct such investigations, using uninvolved third parties, as they deem appropriate. The General Manager shall respond in writing within thirty (30) days after the date the grievance is received.

Step 3. If the grievant is not satisfied with the results of Step 2, the Union may request on the employee's behalf that the matter be submitted to non-binding arbitration or submitted for binding arbitration in matters of contract interpretation or major discipline outside of termination. The employee cannot request non-binding or binding arbitration on his/her own. The request for arbitration shall be made in writing by the Union to the General Manager, within seven (7) days of the General Manager's written response in Step 2.

The District and the Union shall mutually agree upon an impartial hearing officer, or if they cannot agree, they shall request a list of at least 7 arbitrators from the State Mediation and Conciliation Service. The District and the Union shall alternatively strike names off the list until there is one arbitrator remaining, who shall serve as the arbitrator for the hearing, unless the District and the Union agree otherwise. The Union shall strike the first arbitrator from the list. The arbitrator shall issue proposed findings of fact, conclusions of law and a decision.

Step 4. Within seven days of the General Manager's receipt of the arbitrator's proposed findings, conclusions and decision, the General Manager may adopt them, amend them or reject them and adopt the result from Step 2, or another result as the final resolution of the grievance. If the District rejects or modifies the arbitrator's proposed decision, the District shall pay the arbitrator's costs in full. If the District adopts the arbitrator's proposed decision, the District and the Union will split the arbitrator's costs evenly. At the outset of the arbitration, the arbitrator will be instructed to bill the District and the Union evenly for the costs. If the District is required to pay the entire costs for the arbitrator pursuant to this section, the Union shall forward the arbitrator's bill to the District for payment.

ARTICLE 27. DISCIPLINE AND DISMISSAL

Discipline occurs when any of the following progressive actions are taken for just cause with respect to any employee in the unit: oral reprimand, written warning, suspension with or without pay, deferral or

denial of a merit increase, reduction in pay, or demotion to a classification with a lower top range.

(A) TYPES OF DISCIPLINE

For just cause, the following disciplinary actions may be taken against any employee of the District by the General Manager or his designee.

1) Minor Discipline.

- a) **Informal Counseling:** For minor infractions, the employee will be counseled. If the situation does not improve within a reasonable period of time (usually 30 days, depending on the seriousness of the issue), the employee's supervisor may repeat the measure, or use the next step. The employee's supervisor shall keep a written record of the date and substance of Informal Counseling, but the record will not become part of the employee's personnel file unless the situation leading to the warning is not corrected and more serious disciplinary procedures are deemed necessary.
- b) **Verbal Reprimand:** For continued minor infractions, the employee will be issued a verbal reprimand. If the situation does not improve within a reasonable period of time (usually 30 days) the employee's supervisor may repeat the measure, or use the next step. A report of the verbal reprimand shall be placed in the employee's personnel file and this reprimand shall cite any counseling sessions that may have occurred. The employee's supervisor may reference the verbal reprimand in subsequent performance evaluations of the employee.
- c) **Written Reprimand:** For more substantial infractions, or repeated minor infractions, the employee will be issued a written reprimand. If the situation does not improve within a reasonable length of time (usually 30 days), the employee's supervisor may issue repeat reprimands, or take further action. A copy of any written reprimand shall be placed in the employee's personnel file.
- d) **Short-term Suspensions From Duty:** For severe infractions or for persistent failure to correct deficiencies, which do not, however, justify major discipline, minor discipline in the form of a suspension from duty without pay of up to four working days may be ordered.

2) Major Discipline.

For more serious infractions of District Standards or for persistent failure to correct deficiencies noted in verbal warnings or written reprimands, major discipline may be imposed.

The following actions may be taken by the appropriate level of management in response to the performance deficiencies of regular employees. Forms of major discipline include, but are not limited to:

- a. Suspension from duty: An ordered interruption of duties for at least five working days without pay.
- b. Salary Reduction: A reduction in pay from within the employee's current range to any lower salary within that range, as such range is recorded in the District's current salary schedule.
- c. Demotion: An involuntary reduction from a position in one class to a position in another class having a lower salary range affected for disciplinary purposes. (Demotions resulting from organizational changes, or layoffs are not disciplinary).
- d. Dismissal: Discharge from District service.

3) No Appeal of Minor Discipline.

An employee may file a response to minor discipline to be placed in his/her personnel file, but has no right of review or appeal to the Board.

However, where the minor discipline imposed is a suspension from duty without pay of four working days or less, and the employee has passed his/her probationary period, the employee is entitled to written notice (including copies of written materials upon which the notice is based) by the General Manager or designee, of the basis for the suspension without pay at the time of, or prior to, being suspended without pay. The employee shall not be entitled to any pre-disciplinary due process rights (i.e., no "Skelly" hearing) nor to a post-disciplinary evidentiary hearing. The employee shall be entitled to post-evidentiary due process by being allowed to make a written and/or oral response to the General Manager or designee (as appropriate) regarding the notice within a reasonable time (ten working days or less) after receiving the notice.

When the employee requests to provide an oral response, the General Manager or designee shall conduct the proceeding as a "Skelly" meeting. The General Manager or designee shall issue a final decision on the suspension from duty without pay within ten working days of receiving the employee's response in writing and/or conducting the "Skelly" meeting, whichever occurs later. The General Manager or designee may affirm the discipline imposed; or, reduce or rescind the discipline imposed (and provide the employee with appropriate back pay).

4) Pre-Disciplinary ("Skelly") Procedure for Major Discipline (Applicable Only to Employees Who Have Passed Their Probationary Period).

a. Notice of Proposed Disciplinary Action: Prior to issuance of a written notice of major discipline, written notice of the proposed disciplinary action shall be given at least five (5) working days before such action is to be taken, and such notice must include:

- Notice of the proposed action.
- Reasons for the proposed action.
- A copy of any written materials relied upon by the District to support the proposed discipline.
- A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before the major discipline is imposed. The notice to the employee of the right to respond, must specify at least a five (5) working day period except as provided below. The notice of proposed disciplinary action must be in writing and signed by the Department Manager, Supervisor or designee, as appropriate. Upon receipt of the employee's response, or after conducting a "Skelly" hearing if the employee requests to respond orally, whichever is later, the Department Manager, Supervisor or designee, as appropriate, shall review the response and determine the appropriate course of action. This may include taking a more adverse action, (in which case, the employee will receive a subsequent notice as required by this article with the same opportunity to respond) imposing the same level of disciplinary action, modifying with less severe disciplinary action or rescinding the notice of proposed action.

b. Limitations and Exclusions.

1. Oral notice is insufficient as full notice for major disciplinary actions and may be given only as the initial notice in extraordinary circumstances, which call for immediate action.
2. Employees may be suspended with pay, without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of alcohol or illegal drugs or controlled substances, insubordination, commission of a crime involving

moral turpitude punishable by imprisonment for one (1) year or more and disruption of the District's business through misconduct.

c. **Notice of Disciplinary Action.**

Any employee response to the proposed major discipline will be considered and a determination will be made by the Department Manager, Supervisor or designee, as appropriate, of the appropriate action to be taken by the District. The imposition of major discipline is constituted by written notice. Said notice is similar to the notice of proposed major discipline in that it contains the effective date of the major discipline, the right to appeal and specific charges upon which the major discipline is based. The effective date may be prior to the notice, provided the circumstances warranted such immediate action. The notice shall be signed by the Department Manager, Supervisor or designee, as appropriate. Notice of the time allowed for appeal and answer shall be stated in the notice. A copy of the notice shall be personally served on the employee or sent by certified mail to the employee's last known address.

(B) DISMISSAL

Dismissal, for purposes of this Article, is the separation of a non-probationary employee initiated by the District for proper cause.

Dismissal shall be preceded by at least one written warning, except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory. Such performance or conduct may involve but is not limited to:

1. Falsification of District records, including any material entries or omissions of information in an employment application or other District records.

2. Being under the influence of, or possessing or using alcoholic beverages or illegal drugs or controlled substances on District premises or while on District business. Consumption of alcoholic beverages or illegal drugs prior to reporting for a work shift, during a work shift, including breaks and lunch hours, and including on call duty time, shall be considered a violation of this standard.

3. Failure to submit to a drug or alcohol test after performing the conduct detailed in #2 above.

4. Failure to enroll in a state certified alcohol or drug treatment outpatient program after having been found to be under the influence pursuant to the District's Alcohol & Drug Policy.
5. Failure to complete a state certified alcohol or drug treatment outpatient program after having been found to be under the influence pursuant to the District's Alcohol & Drug Policy.
6. Abuse, damage or destruction of District property due to careless or willful acts.
7. Failure to observe fire prevention and safety regulations or practices, including reporting injuries, accidents or unsafe practices or conditions promptly.
8. Discourteous treatment of the public.
9. Inability or unwillingness to work in harmony with other employees.
10. Theft, fraud, carrying personal or concealed weapons or explosives, or violation of criminal laws on company premises.
11. Fighting, throwing things, horseplay, practical jokes or other disorderly conduct which may endanger the well-being of any employee or District operations.
12. Threatening, intimidating, coercing, using abusive or insulting language, or otherwise interfering with the performance of other employees.
13. Insubordination or refusal to comply with lawful instructions or failure to perform reasonable duties, which are assigned.
- 14 . Use of District materials, time or equipment for unauthorized purposes or for personal use.
15. Disorderly or immoral conduct while on duty or while in District uniform, that negatively affects the image of the District.
16. Excessive, unexcused and/or repeated absenteeism or tardiness. For purposes of this article, this means 3 unexcused absences during a year or (2) two consecutive unexcused absences in a row or (5) tardies in a year, or (3) three consecutive tardies.
17. Operation of the District vehicle in an unlawful manner.

18. Conviction of a serious crime, including a misdemeanor or a felony, but not including traffic citations or other infractions not involving District vehicles.

19. Failure to immediately follow safe working practices or failure to report promptly an injury within 24 hours of its occurrence.

20. Violation of any of the provisions of the District's Zero Tolerance Harassment and Discrimination Policy.

(C) APPEAL PROCEDURE FOR MAJOR DISCIPLINE

1) Notice of Appeal and Request for Hearing before hearing officer. Any regular employee may appeal a notice of major discipline, and request a hearing before a hearing officer as provided for in these rules.

2) The notice of appeal and request for a hearing must be in writing and must be filed with a written response to the allegations in the notice of disciplinary action with the District within seven (7) working days of receipt of the notice of disciplinary action.

3) Appellant's written response must address each and every cause for discipline set forth in the notice of disciplinary action and must state specific facts or reasons as grounds for the appeal. The appeal may only address the allegations that were the cause of the disciplinary action.

(D) HEARING PROCEDURE

1) Hearing Officer

The District and the Appellant shall mutually agree upon an impartial hearing officer, or if they cannot agree, they shall request a list of at least 7 hearing officers from the American Arbitration Association. The District and the Appellant shall alternatively strike names off the list until there is one hearing officer remaining, who shall serve as the hearing officer for the hearing, unless the District and the Appellant agree otherwise. Appellant shall strike the first hearing officer from the list. The hearing officer shall issue proposed findings of fact, conclusions of law and a decision where the major discipline involved is termination. In all major discipline matters other than termination, the hearing officer's decision is binding.

2) Hearing

a. Time and Place. The District's representative will prepare procedures for conducting the hearing, and will determine the time and place of the hearing.

b. Purpose. The purpose of the hearing is to make a final determination as to the appropriateness of the action taken.

c. Parties. The Appellant and the District's representative shall attend the meeting; the appellant may bring a representative. Failure of the Appellant, with or without their representative, to appear in person at the time and place set for the hearing, shall be deemed a withdrawal of the appeal, unless otherwise excused by the hearing officer.

3) Order of the Proceedings

a. The hearing shall be opened by the recording of the time, place and date of the hearing and the presence of the parties and representatives, if any. The District shall first present its case on which the disciplinary action was based.

b. The hearing officer shall conduct the hearing.

4) Report of the Hearings

An electronic record of the proceedings shall be taken and maintained by the District. Costs for transcripts shall be borne by the requesting party.

5) Adjournment

The hearing may be adjourned or recessed upon the request of the hearing officer.

6) Confidentiality

The hearing shall be closed to the public unless the appellant requests an open hearing.

7) Closing of Hearing

The hearing officer shall inquire if either side has anything further to offer. Upon receiving negative replies, the hearing shall be closed.

8) Decision of the Hearing Officer

The hearing officer shall issue findings of fact, conclusions of law and a binding decision on all major disciplinary matters except termination. In termination matters, the hearing officer's decision is non-binding, subject to further review by the General Manager.

9) Final Decision

In all major disciplinary matters other than termination or contract interpretation, the decision of the hearing officer in any appeal shall be binding.

In termination matters, the General Manager shall review the record of the hearing, including the hearing officer's proposed findings, conclusions and decision. The General Manager shall, within 30 days of receipt of the hearing officer's proposed findings, conclusions and decision, issue his/her own written findings of fact, conclusions of law and final decision. The General Manager's decision shall be final.

10) Status of Appellant

The imposition of any major discipline, including but not limited to a discharge, shall not be stayed by any appeal filed by an employee following issuance of the notice of major discipline. Any salary or other benefits denied shall be reinstated, only if determined to be appropriate by the hearing officer or General Manager, following the completion of any such appeal hearing.

ARTICLE 28. LAYOFF OR REDUCTION IN FORCE

Notwithstanding any other provision of this MOU, nothing in Article 27 Discipline and Dismissal, shall prohibit the District from discharging, suspending, or transferring employees upon a determination by the District that the needs of the District do not require continuance of the employee's prior position. The procedures of Article 27 apply only to personnel actions taken for purposes of discipline.

Any employee laid off pursuant to this Article between ratification of this MOU and September 2, 2010, shall be eligible for severance pay equal to one week's salary (at the rate of pay in effect at the time of the layoff) for each full year of service given by the employee to the District at the time of the layoff. In no event shall an employee laid off pursuant to this Article receive more than 8 weeks of salary as severance pay. Severance pay shall not be owed by the District for any layoffs occurring after September 2, 2010.

Layoffs shall be implemented by seniority in each classification in which a layoff will occur. The laid off employee may, in lieu of layoff, bump down to a subordinate position (in the field for laid off field employees or in the office for laid off office employees) for which the laid off employee is qualified. The individual to be laid off from the subordinate position will also be based on seniority in that classification, and will in turn have bumping rights pursuant to this article.

ARTICLE 29. UNION

(A) UNION RIGHTS

The District and the Union agree that they will not interfere with, restrain or coerce employees or job applicants in the exercise of rights under Chapter 10, Division 4, Title 1 of California Government Code Section 3500 et. seq., commonly referred to as the Meyers-Milias-Brown Act.

The Union shall notify the District of the appointment of two Stewards and one Alternate Steward within five (5) working days of such appointment. Stewards shall be granted release time for the purpose of processing complaints or grievances, and representing employees in meetings with management, in the aggregate, a total of six (6) hours per month. The District may provide additional release time for these purposes at its discretion. If the release is anticipated to (or actually does) extend beyond 15 minutes in length, the Steward will get prior approval from their supervisor or approval to continue on release time. An alternate steward may be designated to act in the absence of the regular stewards. Employees not listed on the roster of stewards provided to the District may not be provided release time. The Union shall notify the District immediately of the removal of a Steward and of any replacement.

The District shall require stewards to submit reasonable time keeping documentation regarding the total time spent on release time. Whenever possible, stewards shall obtain prior approval from their supervisor prior to using release time. Supervisors have the final say as to whether use of release time is authorized. Authorization shall not be unreasonably withheld. The monthly limits on release time set forth in this article do not apply to meet and confer sessions with management under the Meyers-Milias-Brown Act.

(B) USE OF DISTRICT FACILITIES

The Union may use the District Board room or the District Warehouse, with the prior approval of District and providing that there are no conflicting meetings requiring the use of the room or the warehouse. Requests to use the room must be made in writing to the General Manager at least two (2)

days prior to the date requested. The Union shall indicate, among other things, the start and estimated ending times for the Union's use of District facilities. By allowing the Union to use this facility, the District is not given permission to employees to attend these meetings during times when they are scheduled to work. The Union will pay for the cost of any custodial services, security services or damages necessitated or caused by their use of this facility. If the District believes that the Union's use of the District facilities necessitates the hiring of security services, the District shall inform the Union of that belief, and the Union may decide to pay for such security services, or decline the use the District facilities.

(C) DUES DEDUCTIONS

The Union shall provide written notice to the District's Human Resources Department of the names of those employees in the General Unit who have submitted a written authorization for dues deductions to the Union. After receipt of such notification from the Union, the District will deduct dues from each paycheck of those identified employees and remit such monies to the Union.

The Union certifies that it has and will maintain individual employee authorizations. The Union shall not be required to submit to the District a copy of an employee's written authorization unless a dispute arises about the existence or terms of the written authorization.

Employee requests to cancel or change authorizations for dues payments or payroll deductions shall be directed to the Union. The District shall forward any employee requests that it receives to the Union. The Union shall be wholly responsible for processing these employee requests and notifying the District of any membership changes.

The Union agrees to indemnify, defend, and hold the District harmless against any claims made, and against any suit instituted against the District which may arise as a result of the application of the provisions of this Article. In addition, the Union shall immediately refund to the District any amounts paid to it in error, upon discovery of the error by the Union and/or the presentation of supporting evidence by the District.

(D) ACCESS TO WORK LOCATIONS

Upon prior notice and permission from the General Manager, access to employee's work locations shall be granted to stewards and officers of the Union and their officially designated representatives for the purpose of contacting members concerning business within the scope of representation. Access to the work locations will not interfere with the normal operations of the District.

(E) BULLETIN BOARDS

Secure bulletin board space will be made available to the Union. Bulletin board space shall be used only for posting notices concerning the following subjects:

1. Union recreational, social and related news bulletins.
2. Scheduled Union meetings
3. Information concerning Union elections or their results.
4. Reports of official Union business including reports of committees or officers;
5. All material must be signed or dated by an authorized representative of the Union, or be subject to removal by the District.

ARTICLE 30. SEVERABILITY

Notwithstanding any other provisions of this policy, in the event that any article, section or subsection of this policy shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this policy, or impose additional obligations on the District, the District and the Union shall meet and confer on the affected article, section or subsection. In such event, all other articles, sections or subsections of this policy not affected shall continue in full force and effect.

ARTICLE 31. FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is intended that this MOU set forth the full and entire understanding of the parties regarding matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety. Whenever this MOU is in conflict with a District policy or Board resolution (except a Board resolution ratifying a successor MOU, implementing terms and conditions after expiration of this MOU, or agreed upon changes in wages, hours or other conditions of employment of Union members), this MOU shall prevail.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless contained in a writing signed by both parties and ratified by the Board of Directors.

The waiver of any beach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

ARTICLE 32. DRUG AND ALCOHOL POLICY

Use of intoxicating beverages or use/possession of illegal drugs will not be permitted during working hours. The purchase or possession of alcohol while driving a District vehicle is prohibited, except in those cases where the employee is required to drive the vehicle home to be available for emergency call-out. The employee may purchase and possess alcohol in the vehicle after work hours.

An employee assigned to Stand-by Duty shall abstain from consuming any alcoholic beverage or drug while assigned to said duty. Failure to comply with this policy shall be grounds for termination. Furthermore, the employee may be liable for injuries or damages sustained as a result of his/her violation of this rule and will not be eligible for Workers' Compensation coverage for his/her own injuries unless required by state law. If an employee's supervisor has a reasonable suspicion that an employee is under the influence of alcohol or illegal drugs or a controlled substance due to the smell of alcohol on an employee's breath, their behavior or other physical manifestations, the employee will be driven to a District approved medical facility where a blood and/or urine test can be conducted. Upon written verification by a physician, at the chosen facility, that the employee did not have any alcohol or illegal drugs in their system, the employee may return to work. If the physician determines the employee did have alcohol or illegal drugs in their system, the employee will be placed on paid administrative leave pending further action by the District.

This section shall be superseded by the Department of Transportation Regulations, to the extent they conflict. The District shall provide an employee a copy of relevant regulations, or a summary, upon request.

ARTICLE 33. INCOMPATIBLE WORK

No employee may perform plumbing or District-related work for District customers off-hours. Employees shall notify the General Manager of any outside employment prior to accepting the outside employment. A conflict of interest between the outside employment and the employee's employment with the District may be grounds for discipline.

ARTICLE 34. REOPENER ON POLICY MANUAL AND HEALTH INSURANCE

The District and the Union agree that between September 2016 and September 2019, upon request of either party, the parties shall reopen negotiations over the following issues, which shall not be considered reopening the entire MOU:

New Personnel Policy Manual (Employee Handbook)

The District and AFSCME have previously started negotiations over a new Personnel Policy Manual (Employee Handbook) and shall continue to do so. The following policies will be included in that Handbook and will be negotiated in the reopener negotiations to the extent that the parties have not already reached agreement on them during the current negotiations for a successor MOU:

1. Harassment, Discrimination, and Retaliation Policy
2. Safety Boot Policy
3. Fatigue Policy
4. Employee Travel Policy
5. District Vehicle Use Policy
6. Dress, Tattoo, and Piercing Policy
7. Performance Evaluation Policy
8. Random Drug & Alcohol Testing Policy
9. Use of District Voicemail, Email, Internet, and Other Technology Policy
10. Medical Leave Policy
11. Transition Duty Policy

Health Insurance

The District may reopen negotiations, with written notice given to the Union, during the term of the MOU to negotiate changes to the health insurance benefits provided, contributions made by the employer or the District, opt out provisions, and/or the structure of the benefit in order to avoid or minimize taxes or penalties under the Affordable Care Act, or any federal or state statute, federal or state regulation or interpretation of any of them by a court, or changes implemented by the insurance carrier provided by the District.

ARTICLE 35. LONGEVITY PAY

Effective with the first full pay period starting after ratification of this MOU by the District's Board of Directors, the District will pay longevity pay in the following amounts:

- After 10 years of continuous District service: \$20.00 per month;
- After 15 years of continuous District service: \$40.00 per month; and
- After 20 years of continuous District service: \$60.00 per month.

Although stated as a monthly amount, the longevity pay shall be paid in each pay period in an amount equal to the monthly amounts stated above. Continuous District service preceding ratification of this MOU by the District's Board of Directors shall count toward meeting the service thresholds described above.

JOSHUA BASIN WATER DISTRICT

JOSHUA BASIN WATER DISTRICT
CHAPTER OF AFSCME LOCAL 1902

By: _____
Mark Ban
General Manager

By: _____
Peggy Egnaw
JBWD Chapter President

Date: _____

Date: _____

By: _____
Scott Carpenter
Negotiator

Date: _____

By: _____
Alan F. Shanahan
Executive President,
AFSCME Local 1902

Date: _____

RESOLUTION NO. 19-1010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA BASIN WATER DISTRICT APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE JOSHUA BASIN CHAPTER OF AFSCME LOCAL 1902

WHEREAS the Board of Directors of the Joshua Basin Water District (the “District”) previously, by Resolution No.17-973, established a Memorandum of Understanding between the District and the AFSCME Local 1902;

WHEREAS the term of the previous Memorandum of Understanding expired on September 2, 2019;

WHEREAS the District’s negotiating team and the AFSCME negotiating team worked cooperatively to develop a new Memorandum of Understanding; and

WHEREAS AFSCME members unanimously ratified the Memorandum of Understanding on October 7, 2019;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Joshua Basin Water District hereby:

- 1) approve the attached Memorandum of Understanding for the term September 3, 2019 through June 30, 2021 as written and ratified by the District’s AFSCME members.

ADOPTED, SIGNED AND APPROVED this 29th day of October 2019.

Tom Floen _____
Geary Hund _____
Robert Johnson _____
Mike Reynolds _____
Rebecca Unger _____

Robert Johnson President, Board of Directors

Mark Ban, General Manager and Board Secretary

JOSHUA BASIN WATER DISTRICT STAFF REPORT

Meeting: Board of Directors

October 29, 2019

Report to: President and Members of the Board

Prepared by: Sarah Johnson

TOPIC: Employer-Employee Organization Relations Resolution

RECOMMENDATION: Staff recommends that the Board of Directors adopt the attached Resolution 19-1015 approving the newly revised Employer-Employee Organization Relations Resolution.

SUMMARY:

This purpose of this resolution is to provide orderly procedures for the administration of employer-employee relations between the District and its employee organizations pursuant to Section 3507 of the Meyers Milias Brown Act (California Government Code section 3500 et seq.).

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the District's mission and direction; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; maintain the efficiency of the District's operations; determine the methods, means and personnel by which the District's operations are to be conducted; take all necessary actions to carry out the District's mission in emergencies; and exercise complete control and discretion over the District's organization and the technology of performing its work.

The final draft of the Employer-Employee Organization Relations Resolution presented to Board has been reviewed by legal counsel and representatives of AFSCME.

STRATEGIC PLAN ITEMS:

3.1.5 - Engage in Labor Relations, Including Negotiations

**EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS RESOLUTION
BY THE
BOARD OF DIRECTORS OF THE
JOSHUA BASIN WATER DISTRICT**

ARTICLE 1. GENERAL PROVISIONS

Section 1. Statement of Purpose.

This Resolution provides orderly procedures for the administration of employer- employee relations between the District and its employee organizations pursuant to Section 3507 of the Meyers Milias Brown Act (California Government Code section 3500 et seq.).

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the District's mission and direction; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; maintain the efficiency of the District's operations; determine the methods, means and personnel by which the District's operations are to be conducted; take all necessary actions to carry out the District's mission in emergencies; and exercise complete control and discretion over the District's organization and the technology of performing its work.

Section 2. Definitions

As used in this Resolution, the following terms shall have the meanings indicated:

- a. "Appropriate Unit" means a unit of employee classes or positions, established pursuant to Article II.

- b. "District" means the Joshua Basin Water District, and where appropriate, refers to the Board of Directors or any duly authorized District representative.
- c. "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to the District's administration of employer-employee relations.
- d. "Day" means calendar day unless expressly stated otherwise.
- e. "Employee Relations Officer" means the General Manager of the District or any other person who is designated by the General Manager of the District as the representative responsible for employee relations.
- f. "Impasse" means that the representatives of the District and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile, and the last, best and final offer has been refused.
- g. "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of District policies and programs.
- h. "Meeting and Conferring in Good Faith" means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions in an effort to reach mutual agreement.
- i. "Proof of Employee Support" means either (1) an authorization card personally signed and dated by an employee within the previous three months,(2) a verified authorization petition or petitions personally signed and dated by an employee within the previous three months, or (3) written authorization on a Union-

provided form for payment of dues via payroll deduction. The only authorization that shall be considered as proof of employee support hereunder shall be the authorization most recently signed by an employee.

j. "Exclusively Recognized Employee Organization" means an employee organization that has been formally acknowledged by the District as the sole employee organization representing the employees in a representation unit pursuant to Article II, having the exclusive right to meet and confer with the District on behalf of unit employees.

k. "Supervisory Employee" means any employee having authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or to responsibly to direct them, or to adjust their grievances. This also includes any employee having the authority to recommend such action if the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

ARTICLE II. REPRESENTATION PROCEEDINGS

Section 3. Filing of Recognition Petition by Employee Organization

An employee organization that seeks to be formally acknowledged as the Exclusively Recognized Employee Organization representing the District's employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation.

- a. Name and address of the employee organization.
- b. Names and titles of its officers.
- c. Names of employee organization representatives who are authorized to speak on behalf of the organization.
- d. A statement that the employee organization has, as one of its primary

purposes, the responsibility of representing employees in the employment relations with the District.

- e. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
- f. Certified copies of the employee organization's constitution and bylaws.
- g. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- h. A statement that the employee organization has no restriction on membership based on race, color, creed, sex, national origin, age, physical disability, or any other protected category under state or federal law.
- i. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
- j. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that at least thirty (30) percent of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the clerk or secretary of the Board of Directors or to a mutually agreed upon disinterested third party.
- k. A request that the Board of Directors formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The petition, including the proof of employee support and all

accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

Section 4. District Response to Recognition Petition.

Upon receipt of the petition, the Employee Relations Officer shall determine whether:

- a. There has been compliance with the requirements of the Recognition Petition, and
- b. The proposed representation unit is an appropriate unit in accordance with Section 8.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she shall so inform the Board of Directors, the petitioning employee organization, and shall give written notice of such request for recognition to the employees in the unit, and shall take no action on said request for thirty (30) days thereafter.

If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to meet and confer with such petitioning employee organization and if such determination thereafter remains unchanged, shall inform that organization of the reasons therefor in writing. The petitioning employee organization may appeal such determination in accordance with Section 10.

Section 5. Open Period for Filing Challenging Petition.

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of District employees in the same or in an overlapping unit (i.e., one which corresponds with respect to some but not all the classifications or positions set forth in the recognition petition being challenged). The other employee organization shall do so by filing a petition evidencing proof of employee support in the unit claimed to be

appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 4. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing before the Board of Directors on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Board-of Directors shall determine the appropriate unit or units in accordance with the standards in Section 8. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 10.

Section 6. Election Procedures.

The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with its rules and procedures subject to the provision of this Resolution. All employee organizations that have duly submitted petitions that have been determined to be in conformance with this Article II, shall be included on the ballot. The ballot shall also indicate that the employees have the choice of voting for union or employee association representation, or voting against union or employee association representation. Employees entitled to vote in such election shall be those persons employed in positions within the designated appropriate unit, who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the District in the same unit on the date of the election.

An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a

majority of the valid votes case, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

During the period of twelve (12) months after an election is held in which an employee organization is formally acknowledged as the exclusive representative for the bargaining unit, the District shall not accept any recognition petitions filed by another employee organization for that unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the State of California Mediation and Conciliation Service.

Costs of conducting such elections shall be borne in equal shares by the District and each employee organization appearing on the ballot.

Section 7. Procedure for Decertification of Exclusively Recognized Employee Organization

A Decertification Petition alleging that the employees in an established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization may be filed with the Employee Relations Officer by one or more employees or their representative or a third party employee organization. No Decertification Petition shall be filed before the first anniversary of the organization's recognition by the District.

A Decertification Petition shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- a. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- b. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as the representative of that unit.

- c. An allegation that the employees in the appropriate unit no longer desire for the Incumbent Exclusively Recognized Employee Organization to represent them, and any other relevant and material facts relating thereto.
- d. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof of employee support shall be submitted for confirmation to the clerk or secretary of the Board of Directors or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization, may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent that includes the allegation and information required under Section 7, paragraph (c), and otherwise complies with Section 3.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of Article II. If this determination is in the negative, he/she shall offer to meet and confer with the representative(s) of the petitioning employees or employee organization and, if the determination remains unchanged, shall return the Petition with a written statement of the reasons for rejection. The petitioning employees or employee organization may appeal such determination in accordance with Section 10. If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he shall give written notice of the Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to the unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the

question of representation. Such election shall be conducted in conformance with Section 6.

If pursuant to this Section 7, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 8. Policy and Standards for Determination of Appropriate Units.

The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on: (1) the efficient operations of the District and its compatibility with the primary responsibility of the District and its employees to effectively and economically serve the public and, (2) providing employees with effective representation based on community of interest considerations. Factors to be considered shall be:

- a. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions;
- b. History of representation in the District and similar employment; except however, that no unit shall be determined to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized;
- c. Consistency with the management, supervisory and organizational structure of the District;
- d. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units; and
- e. Effect on the classification structure and impact on the stability of the employer - employee relationship of dividing a single or related classification among two or more units.

Notwithstanding the forgoing provisions of this Section, managerial,

supervisory and confidential employees, as defined in Section 2, may only be included in a unit consisting solely of managerial, supervisory or confidential employees, respectively. Managerial, supervisory and confidential employees may not represent, or be included in any employee organization that represents any other classification of employees.

The Board of Directors shall, after notice to and consultation with affected employee organizations by the Employee Relations Officer, allocate new classifications or positions, delete eliminated classifications or new positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section.

Section 9. Procedure for Modification of Established Appropriate Units.

Requests by employee organizations for modifications of established appropriate units may be considered by the Board of Directors. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section 4, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 8. The Employee Relations Officer shall process such petitions as other Recognition Petitions under Article II.

The Employee Relations Officer may on his/her own motion propose modifications to an established unit. The Employee Relations Officer shall do so by giving written notice of the proposed modification(s) to the exclusively recognized employee organization representing the affected unit, and by raising the matter with the Board of Directors at a regularly scheduled Board meeting, at which time all affected employee organizations shall be heard. Thereafter, the Board of Directors shall determine the composition of the appropriate unit or units in accordance with Section 8, and shall give written notice of such determination to the exclusively recognized employee organization representing the affected unit and any other affected employee organizations.

Section 10. Appeals

An employee organization aggrieved by an appropriate unit or other determination of the Board of Directors may, within ten (10) days of notice thereof, request the intervention of the California Mediation and Conciliation Service.

An employee organization or employee aggrieved by a determination of the Employee Relations Officer may, within fifteen (15) days of notice of the determination, appeal the determination to the Board of Directors for final decision.

Appeals to the Board of Directors shall be filed in writing with the Board's clerk or secretary, and a copy thereof served on the Employee Relations Officer. The Board of Directors may, in its discretion refer the dispute to the California Mediation and Conciliation Service. Any decision of the Board of Directors determining the merits of the appeal shall be final and binding.

ARTICLE III. ADMINISTRATION

Section 11. Submission of Current Information by Recognized Employee Organizations.

All changes in the information filed with the District by an Exclusively Recognized Employee Organization under items (a) through (h) of its Recognition Petition under Section 3 of this Resolution shall be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

Section 12. Payroll Deductions on Behalf of Employee Organizations.

If the District has formally acknowledged an Exclusively Recognized Employee Organization under this Resolution, the employees represented by the organization shall provide written authorization for payroll deductions of membership dues to the Union. The District shall rely on a certification from the exclusively recognized employee organization of the employees who have submitted written authorization for the payroll deduction of membership dues. Upon receiving a certified list from the exclusively recognized employee organization of such employees, the District shall administer payroll deductions of membership dues for those

employees. The employee organization shall indemnify the District for any claims made by any employee relating to deductions made in reliance on the certification provided by the employee organization. Such authorizations shall be contingent upon and in accordance with the provisions of a Memorandum of Understanding (hereafter MOU), applicable District administrative procedures, and applicable provisions of state or federal law.

Section 13. Employee Organization Activities- Use of District Resources.

Access to District work locations and the use of District paid time, facilities, equipment and other resources by an Exclusively Recognized Employee Organization and those representing them shall be authorized only to the extent provided for in the MOU and administrative procedures, shall be limited to lawful activity consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship, and shall not interfere with the efficiency, safety and security of the District's operations.

Section 14. Administrative Rules and Procedures.

The General Manager is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution and meeting and conferring with any Exclusively Recognized Employee Organization.

ARTICLE IV. IMPASSE PROCEDURES

Section 15. Initiation of Impasse Procedures.

If the Meet and Confer process has reached impasse, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

- a. To review the position of the parties in a final effort to reach agreement on an MOU; or

- b. If the impasse is not resolved, to discuss arrangements for a hearing on the issue before the Board of Directors.

Section 16. Impasse Hearing Before the Board of Directors.

The Employee Relations Officer shall notify the Board of Directors of the impasse within twenty-four (24) hours of its declaration, and shall cause the issue to be placed on the agenda of the next regularly scheduled meeting of the Board. The following format will be used to hear comments regarding this issue:

- a. At the meeting, the Employee Relations Officer shall first have an opportunity to present information pertaining to the current negotiations including the number and frequency of meetings, issues of agreement and disagreement, and staff recommendations. Such presentation shall take no longer than one-half (1/2) hour.
- b. One designated representative of the Exclusively Recognized Employee Organization shall have the opportunity to address the Board regarding the Union's position, the impasse, resolution and any other item directly pertaining to the impasse issue at hand. Such presentation shall take no longer than one-half (1/2) hour. Other employees wishing to speak on behalf of the issue may take no longer than 3 minutes to speak; a total time limit of 30 minutes of comments will apply to this issue.
- c. Each member of the public desiring to comment on the issue may take no longer than 3 minutes to speak, a total time limit of 30 minutes of comments will apply to this issue.
- d. The Employee Relations Officer shall be provided ten minutes to rebut assertions made by the Exclusively Recognized Employee Organization representative and employees.
- e. The Board of Directors shall have the opportunity to question meeting attendees regarding this issue at such length and duration as they deem appropriate.
- f. The Board of Directors may take such action regarding the impasse as

it in its discretion deems appropriate and in the public interest.

- g. This section is intended to supersede or limit the options or rights provided to employee organizations under federal or state law, including the statutory right to pursue post-impasse dispute resolution procedures, including fact-finding.

Adopted this 16th day of October 2019

By _____
Robert Johnson, President

Attest _____
Mark Ban, Secretary

Attachment •A•
Bargaining Units

General Unit Employees

Accounting Technician
Accounts Receivable Technician
Construction & Maintenance I/II
Customer Service Representative
Laborer
Lead Construction & Maintenance
Lead Customer Service Representative
Lead Equipment Operator
Lead Water Production Operator
Pipelayer I/II
Field Service Technician
Office Assistant
Operations Technician
Water Production Operator I/II
Water Quality Specialist

Unrepresented

Management, Supervisory & Confidential Employees (MSC)

Accountant
Assistant General Manager – Controller
Assistant General Manager – Operations
Development Coordinator
Director of Administration
Distribution Supervisor
Executive Assistant
Purchasing & Contracts Administrator
Water Production Supervisor

RESOLUTION NO. 19-1015

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA BASIN WATER DISTRICT APPROVING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

WHEREAS on March 15, 2000, the Board of Directors of the Joshua Basin Water District established an Employer-Employee Organization Relations Resolution pursuant to Section 3507 of the Meyers Milias Brown Act (California Government Code section 3500 et seq.) by way of Resolution No. 00-609;

WHEREAS it is necessary to update, revise, and clarify language in the Employer-Employee Relations Resolution with new laws, regulations, and industry standard practices; and

WHEREAS the District’s negotiating team and the AFSCME negotiating team worked cooperatively to develop a new Employer-Employee Organization Relations Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Joshua Basin Water District hereby:

- 1) authorizes the Director of Administration to make any technical corrections if needed;
- 2) adopts the revised Employer-Employee Organization Relations Resolution, attached hereto, superseding the Employer-Employee Organization Relations Resolution 00-609;

ADOPTED, SIGNED AND APPROVED this 29th day of October 2019.

Tom Floen _____
Geary Hund _____
Robert Johnson _____
Mike Reynolds _____
Rebecca Unger _____

Robert Johnson President, Board of Directors

Mark Ban, General Manager and Board Secretary

JOSHUA BASIN WATER DISTRICT
MEETING AGENDA REPORT

Meeting: Board of Directors

October 29, 2019

Report to: President and Members of the Board

Prepared by: Sarah Johnson

TOPIC: Compensation Plan for the Management, Supervisory and Confidential employees of the District.

RECOMMENDATION: Staff recommends that the Board of Directors adopt the attached Resolution 19-1011 approving a revised compensation plan for the Management, Supervisory, Confidential employees (hereafter "MSC").

SUMMARY:

The last Compensation Plan, Resolution 17-974, was adopted in May of 2017 for the MSC employees. Board resolutions in recent years have brought the MSC employees into parity with represented employees in terms of cost of living adjustments and health and welfare benefits. The MSC employees now see an opportunity to express their distinct needs and wishes to the Board and to request approval of items specifically applicable to them. In an effort to streamline and facilitate the Board's decision process, the MSC employees present Resolution 19-1011 concurrently with the Board's consideration of the union employees' proposal.

MSC Compensation Plan proposed provision changes are as follows:

1. MSC Employee Compensation

- Effective the first full pay period following Board approval bargaining unit members receive cost of living increase of 3.25% (FY2019/2020).
- Effective the first full pay period after July 1, 2020 bargaining unit members receive a cost of living increase of 2.5% (FY2020/2021).

2. Merit Increases – Annual Performance Evaluations

Merit increases shall be based upon a 3-tiered evaluation score as follows: Exceeds Expectations: 2-Step Increase; Meets Expectations: 1-Step Increase; Not Meeting Expectations: No Increase. This is from a 5-tiered evaluation scoring system - Excellent: 2-Step Increase; Above Average: 1-Step Increase; Satisfactory: No Increase; Needs Improvement: No Increase; Unsatisfactory: No Increase.

3. Health & Welfare

- **NO CHANGE**: Tier I – Employee's Hired before January 1, 2017 Allowance of \$1800 to \$1800 per month for the required enrollment in medical, dental, and vision plans. Employees can receive cashback on any unused portion of the monthly contribution cap that is not used healthcare enrollment. **No Increased Fiscal Impact.**
- **NO CHANGE**: Tier II – Employee's hired between January 1, 2017 – September 3, 2019 and were enrolled in voluntary insurance products during the 2016-2019 MOU. Allowance of \$1800 per month for the required enrollment in medical, dental, and vision plans. Employees can use the unused portion of the monthly contribution cap to purchase

any insurance products offered by the District (example: voluntary Colonial products). Employees in this tier cannot receive cashback on any unused portion of the monthly contribution cap. No Increased Fiscal Impact.

- NEW Tier III – Employee’s Hired after to January 1, 2017

Effective the first pay period following board approval, the District shall contribute and pay 100% toward group medical, dental, and vision premiums for the employee and their eligible dependents, subject to a monthly cap. The monthly cap shall be calculated utilizing the monthly premiums for the group medical Kaiser HMO with Chiro Family Plan, 3307 Delta Dental Family Plan, and 4029 VSP Composite Plan.

For FY2019/2020, employees in this tier health benefits allowance will be increased by an additional \$185.55 per month (from \$1,800 to \$1985.55 per month).

- NEW – Effective first full pay period following January 1, 2020 the District will sponsor Long Term Disability Insurance for bargaining unit members. This is an increase of approximately \$25 per month per member.

4. Working Hours, Holidays

- Effective the pay period beginning, 12/21/2019, MSC employees will move to a four ten work week (ten hours per day, four days per week Monday – Thursday) from the nine-eighty work week (nine hours per day Monday – Thursday, eight hours on Friday, with every other Friday off).
- Effective FY2019/2020 MSC employees will receive Christmas Eve and New Year’s Eve as paid holidays. This results in a net one holiday increase.
- Effective FY2020/2021, MSC employees will no longer receive the Friday after Thanksgiving as a paid holiday.

5. Tuition Reimbursement

Effective the first full pay period after approval by the District’s Board of Directors, and with the discretion of the General Manager, educational assistance is available to regular full-time MSC employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments. This education may occur after regular working hours at a college, vocational trade school, or through a self-study correspondence course that leads to a certificate, license or diploma related to the District operations.

Regular full-time MSC employees may receive reimbursement for pre-approved off-duty educational expenses (including tuition, books, required fees, and parking) in accordance to grades earned and rules set forth in the employee handbook. Grades “C” or higher and Passes in a pass/fail course(s) = 100% refund subject to budgetary caps. Grades below a “C” or a Fail in a pass/fail course will not be eligible for reimbursement.

6. 457 Deferred Compensation

Effective the first full pay period after January 2020 MSC employees receive a matching contribution equal to 25% of the employee’s contribution, not to exceed \$1000 per calendar year (from 10% of the employee’s contribution, not to exceed \$700 per calendar year).

7. Employee Handbook

Effective following Board approval, MSC employees will be subject to the provisions of the Employee Handbook.

8. Other items include new or updated policies including: safety boot allowance for MSC field employees, credential reimbursement, vacation accrual changes, sick leave updates to meet current California paid sick leave law and the removal the accrual cap payout provision, and the wellness program. There are no costing changes to the longevity pay, life insurance benefits, or tuition reimbursement.

JUSTIFICATION:

The MSC employees carefully considered many potential benefits in their discussions. The items they selected for inclusion in Resolution 19-1011 are those benefits they believe will prove advantageous not only them but will provide the most benefit to future MSC employees and the District as a whole, in the ways described below.

- A more skilled workforce. Recruitment and retention of a skilled workforce is of vital importance. The District faces retirement of approximately 25% of its employees over the next five years, including several key employees. It will need to compete with other employers to attract the best individuals to fill those vacancies. New employees will expect benefits that meet or exceed industry standards. The District is also growing in size and complexity in response to a growing population in Joshua Tree. New recruits will likely be experienced employees from this talent pool. Many will have families, and some may be recruited from other water districts where they enjoyed robust benefits. The District must be prepared to offer comprehensive benefits to recruit future employees.
- Continuous professional development. The MSC group is comprised of professionals who consistently seek to improve their performance through education, training, and increased understanding of how they can contribute to the District's mission. Ensuring that funds are available for the pursuit of such endeavors is essential for recruiting and retention and for fostering a progressive work environment rich in professional development. Just as the District strives to improve the quality of its operations over time, its employees aspire to elevate the skills they contribute to the District.
- Healthier, more productive employees. It is vital for the District to keep the water flowing, but equally important to promote and maintain a healthy and productive workforce. Instituting health and wellness measures achieves this goal by offsetting negative side effects of managing existing workloads while taking on new public service offerings, such as mainline replacement. Health and wellness measures can reduce employee healthcare costs, reduce lost work time due to illness, and improve the District's professional image. Adopting such measures will send a clear message to future and existing employees that the District cares about its employees and their health and wellbeing.

FISCAL IMPACT:

The annual cost is 6.1% over the contract period. These costs align with the cost of living index for Riverside-San Bernardino-Ontario area from Sept 2018 to Sept 2019 which was 3.1%.

Adoption of Resolution 19-1011 would result in the following costs over the next 22 months:

Items	YR. 1 -FY 19/20	YR. 2 -FY 20/21	Total
Wages	29,307.40	22,672.73	\$ 51,980.13
Health & Welfare	3,711.00	4,453.20	\$ 8,164.20
Boots	75.00	75.00	\$ 150.00
Bereavement	670.28	849.76	\$ 1,520.04
Long Term Disability	1,350.00	2,700.00	\$ 4,050.00
457 Plan	1,640.00	1,968.00	\$ 3,608.00
Holidays	4,176.51	4,301.80	\$ 8,478.31
Credential Reimbursement	700.00	700.00	\$ 1,400.00
Vacation Accrual	2,441.92	4,289.08	\$ 6,731.00
TOTAL	\$ 44,072.11	\$ 42,009.57	\$ 86,081.68

The costs of the MSC Compensation Plan implementation will not require FY19/20 budget adjustments due to the vacancy of two budgeted positions.

STRATEGIC PLAN ITEMS:

3.1.3 – Update Performance Evaluation System

3.1.5 – Engage in Labor Relations, Including Negotiations

3.1.7 – Prepare & Create Process for Succession Planning - Prepare for knowledge retention & future recruiting strategies.

Management, Supervisory, Confidential Employee's Compensation Plan

A. Salaries

Effective with first full pay period starting after approval by the District's Board of Directors, the salary and salary ranges for all MSC classifications shall receive a cost of living increase for all steps equal to 3.25%.

Effective with the first full pay period starting in July 2020, the salary and salary ranges for all MSC classifications shall receive a cost of living increase for all steps equal to 2.5%.

B. Merit Increases – Annual Performance Evaluations

Each regular MSC employee shall be evaluated utilizing a performance evaluation form approved by the General Manager or their designee. The timing of evaluations shall occur as outlined in the Employee Handbook. Merit increases shall be based upon the evaluation score as follows:

Exceeds Expectations: 2-Step Increase

Meets Expectations: 1-Step Increase

Not Meeting Expectations: No Increase

No employee will be entitled to salary in excess of the top step for the employee's classification.

C. Longevity Pay

Each regular MSC employee shall be eligible for longevity pay in the following amounts:

After 10 years of continuous District service: \$20.00 per month;

After 15 years of continuous District service: \$40.00 per month; and

After 20 years of continuous District service: \$60.00 per month.

Although stated as a monthly amount, the longevity pay shall be paid in each pay period in an amount equal to the monthly amounts stated above. Continuous District service preceding the approval of this resolution by the District's Board of Directors shall count toward meeting the service thresholds described above.

D. Safety Boot Allowance for Eligible Employees

Effective the first full pay period after approval by the District's Board of Directors, regular full-time MSC employees will be provided a boot allowance up to \$225.00 per calendar year. Eligible classifications include the Production Supervisor, Distribution Supervisor, AGM-Operations, or as determined by the General Manager.

E. Health & Welfare Benefits

Group Health Insurance

The District provides group medical, dental, and vision insurance for regular full-time MSC employees and their eligible dependents. Coverage shall begin on the first day of the month following one month of continuous employment. The District shall contribute toward the monthly premiums for medical, dental, and vision plans for the employee and their eligible dependents, subject to a monthly cap. The employee is responsible for any costs above the monthly cap.

Eligibility must be proven to enroll dependents (i.e., birth certificate, marriage license, etc.). It is mandatory to report changes in dependent status within thirty (30) days of the event (such as adding a dependent(s) due to birth or adoption of a child, adding a spouse, or deleting a dependent due to divorce or death).

Any employee who is regularly scheduled to work less than forty (40) hours per week is not eligible for a District contribution or to enroll in group health benefits.

Health Plans

To learn more about the District health plans, review the Summary of Benefits and Coverage (SBC) documents available from Human Resources. Each employee is encouraged to review SBC's before selecting their health plans.

Medical Enrollment

Eligible employees may choose from available medical plans offered. All regular full-time employees shall be enrolled in a District provided medical insurance at a minimum employee level. Dependent coverage is optional.

Dental Enrollment

All regular full-time employees shall be enrolled in the District provided dental insurance at the minimum employee level. Dependent coverage is optional.

Vision Enrollment

All regular full-time employees and all their eligible dependents shall be enrolled in the District provided vision insurance plan.

District Contribution for Group Health Insurance - Effective the first full pay period after approval by the District's Board of Directors.

Legacy - Employee's Hired before January 1, 2017 and selected the legacy option during the 2017 open enrollment.

The District shall contribute \$1,000.00 per month for each eligible MSC employee to be used for employee health, dental, vision, and related insurance benefits.

MSC employees who selected the legacy option during open enrollment 2017 are permitted to opt out of the District medical plan, only if they provide proof of other acceptable alternative group medical coverage. The employee must submit a signed written notice of declination indicating that the employee is declining the District's medical insurance coverage along with proof of acceptable alternative group coverage annually.

The MSC employee will be required to participate in dental and vision insurance benefits. From the monthly benefit, the District shall deduct the mandatory premiums for dental at the employee only rate, and the mandatory premium for vision at the composite rate.

The MSC employee is permitted to use the balance of the contribution for any related insurance benefit offered by the District. The MSC employee is permitted to receive the unused balance of the contribution as a cash benefit. The cash benefit may be subject to taxation.

If the Legacy MSC employee has a qualifying loss of acceptable alternative group medical coverage, the employee must notify the District of their loss in coverage as soon as possible. The employee would become eligible to enroll in the District provided medical plan (subject to applicable waiting periods) under Tier III provisions.

Tier I – Employee’s Hired before January 1, 2017

The District shall contribute toward the group medical, dental, and vision premiums, up to a maximum monthly cap of \$1800.

Employee’s hired prior to January 1, 2017 are entitled to receive cashback on any unused portion of the monthly contribution cap that is not used by the required enrollment in medical, dental, and vision plans. The cashback will be paid as an addition to the employee’s paycheck, in accordance with the District’s normal pay schedule, and will be recorded as taxable (non-PERS) income.

Tier II – Employee’s hired between January 1, 2017 – September 3, 2019 and were enrolled in voluntary insurance products during 2016-2019.

The District shall contribute toward the group medical, dental, and vision premiums, up to a maximum monthly cap of \$1800. Employee’s in Tier II are entitled to use the unused portion of the monthly contribution cap that is not used by the required enrollment in medical, dental, and vision plans to purchase any insurance products offered by the District (example: voluntary Colonial products).

Employee’s hired after January 1, 2017, are not entitled to receive cashback on any unused portion of the monthly contribution cap that is not used by the required enrollment in medical, dental, and vision plans, or the enrollment in voluntary insurance products.

Tier III – Employee’s Hired after to January 1, 2017

The District shall contribute and pay 100% toward group medical, dental, and vision premiums for the employee and their eligible dependents, subject to a monthly cap. The monthly cap shall be calculated utilizing the monthly premiums for the group medical Kaiser HMO with Chiro Family Plan, 3307 Delta Dental Family Plan, and 4029 VSP Composite Plan.

Employee’s hired after January 1, 2017, are not entitled to receive cashback on any unused portion of the monthly contribution cap that is not used by the required enrollment in medical, dental, and vision plans.

During open enrollment or qualifying event (the plan administrator must receive notification of the qualifying event within 30 days of the qualifying event), Legacy, Tier I or II employees may opt to convert to the Tier III provisions to obtain the benefit contributions available in Tier III. Legacy, Tier I or II employees who opt into Tier III, cannot revert to their former Tier following the conversion.

Contribution Proration (if applicable)

Any full-time regular employee who earns less than forty (40) paid hours per week, shall receive the applicable contribution prorated (i.e., the number of paid hours per week will be compared to forty (40) hours per week to determine the basis of proration). Proration may subject the employee to an increased share of cost in the health premiums depending upon the employees selected plans and Tier level.

F. Life Insurance

Effective the first full pay period after approval by the District's Board of Directors, a life insurance policy of twice the employee's base salary will be provided to each regular full-time MSC employee at no cost, subject to maximum coverage to \$150,000 without medical testing. The insurer shall require a medical exam and/or testing if the twice the employee's salary is greater than \$150,000. If the employee passes the medical exam and testing to the insurer's requirements, the District shall pay the additional premium.

Regular full-time MSC employees may purchase coverage under a group life insurance policy in excess of the coverage provided by the District. Life insurance coverage shall be adjusted prospectively for all employees on an annual basis at one time to reflect changes in base salary over the prior year. The District shall have no obligation to adjust life insurance levels for individual employees prior to this time to reflect changes in their personal compensation level. Employees may also purchase life insurance for their spouse and dependents, subject to insurability.

G. Retirement Programs – Deferred Compensation/457

Effective the first full pay period after January 2020 the District shall make a matching contribution equal to 25% of the employee's contribution, not to exceed \$1000.00 per calendar year for regular full-time MSC employees. (Example – employee contributes \$2,000.00 to the deferred compensation/457 Plan between January 1-December 31. The District shall be obligated to pay 25% of \$2,000.00 (\$500.00) into the employee's account. The District shall make its contribution at the end of the calendar year.

H. Tuition Reimbursement

Effective the first full pay period after approval by the District's Board of Directors, and with the discretion of the General Manager, educational assistance is available to regular full-time MSC employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments. This education may occur after regular working hours at a college, vocational trade school, or through a self-study correspondence course that leads to a certificate, license or diploma related to the District operations.

Regular full-time MSC employees may receive full reimbursement (subject to the reimbursement budget set by the board each fiscal year) for pre-approved off-duty educational expenses (including tuition, books, required fees, and parking) in accordance to grades earned and rules set forth in the employee handbook.

- Grades “C” or higher and Passes in a pass/fail course(s) = 100% refund subject to budgetary caps.
- Grades below a “C” or a Fail in a pass/fail course will not be eligible for reimbursement.

I. Credential Reimbursement

Effective the first full pay period after approval by the District’s Board of Directors, the District shall reimburse regular full-time MSC employees for voluntary or required professional credentials, licenses, and/or certifications which enhances the employee’s usefulness to the District as a whole and to their jobs. The entire program shall be subject to rules established in the employee handbook and the General Manager’s approval.

J. Vacation Accrual

Full-time MSC employees accrue vacation in accordance with the following schedule:

Years 1 through 4	4.62 per pay period
Years 5 through 10	6.15 per pay period
Years 10 +	7.69 per pay period

Upon hire or promotion, MSC employees may be placed into a higher accrual tier at the discretion of the General Manager.

K. Health & Wellness Program

The District provides and pays 100% of the cost of a basic gym membership at 5-Star Fitness in Yucca Valley or Total Fitness in 29 Palms for regular full-time MSC employees, at the discretion of the General Manager. Note these benefits are taxable.

L. Long Term Disability

The District provides and pays 100% of the premium for long-term disability insurance for regular full-time employees.

RESOLUTION NO. 19-1011

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA BASIN
WATER DISTRICT APPROVING THE COMPENSATION PLAN FOR THE
MANAGEMENT SUPERVISORY, AND CONFIDENTIAL UNIT**

WHEREAS, the Board of Directors of the Joshua Basin Water District (hereafter “District”), amends and restates the compensation plan for the unrepresented Management, Supervisory, and Confidential employees (hereafter “MSC”); and

WHEREAS, other benefits included in the employee handbook and any benefits provided prior to the adoption of Resolution 19-1011 remain in full effect;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Joshua Basin Water District hereby:

- 1) approves the attached MSC compensation plan.

ADOPTED, SIGNED AND APPROVED this 29th day of October 2019.

Tom Floen _____
Geary Hund _____
Robert Johnson _____
Mike Reynolds _____
Rebecca Unger _____

Robert Johnson, President, Board of Directors

Mark Ban, General Manager and Board Secretary

JOSHUA BASIN WATER DISTRICT STAFF REPORT

Meeting: Board of Directors

October 29, 2019

Report to: President and Members of the Board

Prepared by: Sarah Johnson

TOPIC: New Employee Handbook

RECOMMENDATION: Staff recommends that the Board of Directors adopt the attached Resolution 19-1012 approving the newly revised Joshua Basin Water District Employee Handbook.

SUMMARY:

An employee handbook is an important document as it provides standardization of personnel policies, helps to prevent misunderstandings, informs the reader on District expectations, and it also states the District's legal obligations as an employer and the rights of employees.

Reasons to have an Employee Handbook

- It brings uniformity across the District. It explains expectations for everyone and mentions the consequences of violating these rules. By explaining workplace ethics and expected behavior with colleagues and the management, an employee handbook minimizes workplace disputes.
- It saves time on the personnel or administration team. Documented rules and procedures in the handbook save your managers time from explaining the same policies over to new employees joining and to others.
- It helps new employees to set their expectations from the District in terms of work schedules, leave, compensation and benefits, dress code, performance reviews, salary and pay revisions, holidays, training, termination policies, and more.
- It is a guidebook for your Human Resource team and a reference manual for your managers.
- It reduces the start-up time of your new employees by giving them clarity on their job responsibilities by including details on the District's expectations from them. It also conveys performance parameters and ways of acknowledgement of their good performance.
- By giving information on the District's policies on use of personal gadgets and devices within the premises, the employee handbook includes the terms and conditions for use of this equipment and the fallout from non-compliance of these rules.
- It helps the District to comply with federal as well as state employment laws and can be a beneficial legal defense against an employee lawsuit.
- It helps the District come forward with its stand on issues like favoritism, discrimination, harassment, and also provides information on how to report any violations regarding such issues.

The final draft of the Employee handbook presented to Board has been reviewed by legal counsel and representatives of AFSCME.

STRATEGIC PLAN ITEMS:

- 3.1.1 – Create Orientation & Onboarding Program & Policy
- 3.1.6 - Create & Implement Employee Awards & Recognition Program
- 3.3.1 – Update Employee Handbook
- 3.3.2 – Update Open Door Policy
- 3.4.2.4 – Create Workplace Violence Policy
- 3.4.2.3 – Create Security Policy



Employee Handbook

Contents

Section 1. Introduction	7
A. Introductory Statement	8
B. Vision, Mission, and Values	8
D. Open Door Policy	9
E. Equal Employment Opportunity Policy	9
F. Purpose of Personnel Policies.....	9
G. Management Rights.....	10
H. Delegation of Authority.....	10
I. Departmental Rules, Policies, or Procedures	10
J. Conflicting Policies	11
K. Applicability of Policies.....	11
L. Amendment and Revision of Policies	11
M. No Contract Right.....	11
N. Violation of Policies.....	11
Section 2. Definition of Terms	12
A. Definition of Terms.....	13
Section 3. Employee and Non-Employee Classifications	17
A. At-Will Employee.....	18
B. Probationary Employee	18
C. For-Cause Employee.....	18
D. Full-Time Regular Employees.....	18
E. Part-Time Regular Employees	18
F. Temporary Employees	18
G. Exempt and Non-Exempt Employee	19
H. Independent Contractor	19
I. Volunteer.....	19
J. Rehired Employees.....	19
Section 4. Classification Plan	20
A. Purpose	21
B. Preparation of the Plan	21
C. New Positions	21
D. Reclassification.....	21
E. Use of Classification Titles	21

Joshua Basin Water District - Employee Handbook

F. Use of Class Specifications 21

G. Use of the Classification Plan 22

H. Working Out-of-Class 22

I. Changes to Class Specifications 22

Section 5. Compensation Plan24

 A. Preparation of Plan 25

 B. Adoption of Plan..... 25

 C. Format of Plan 25

Section 6. Recruitment and Selection Policy.....26

 A. Recruiting & Selection Process..... 27

 B. Promotional & Transfer Opportunitites 27

 B. Applications 28

 C. Disqualification of Applications..... 28

 D. Employment Examinations 28

 E. Types of Appointments..... 29

 F. Targeted Recruitment and Selection Process..... 30

 G. Notification 30

 H. Disqualification..... 30

 J. Background Check Policy and Procedure 30

 K. Job Offer 32

 L. New Employee Orientation 32

Section 7. Probationary Period33

 A. Probationary Period 34

 B. Successful Completion of Probation 34

 C. Rejection of Probationary Employee..... 34

 D. Extension of Probation..... 35

Section 8. Compensation & Performance36

 A. Attendance Policy..... 37

 B. Rest, Breaks, and Meal Periods 38

 C. Timekeeping 39

 D. Work Week..... 40

 E. Basis of Compensation 40

 F. Payment of Wages..... 41

 G. Overtime 41

 H. Salary & Merit Eligibility Dates..... 42

Joshua Basin Water District - Employee Handbook

I. Salary in Other Circumstances..... 42

J. Additional Compensation..... 43

K. Payroll Deductions..... 43

M. Changing Your Employee Information 44

N. Performance Evaluations 45

Section 9. Employee Benefits47

A. Benefits Overview 48

B. Group Insurance Plans..... 48

C. COBRA..... 48

D. Retirement 49

E. Worker's Compensation 50

F. External Employee Training - Training Programs, Seminars, Conferences, Lectures, Workshops, Meetings, etc..... 51

G. Off Duty Education - Tuition Reimbursement..... 52

H. Employee Certifications 53

I. Employee Recognition and Awards Program 54

J. Long Term Disability Insurance 55

Section 10.1 Paid Leaves56

A. Vacation Leave 57

B. Holidays 58

C. Sick Leave 59

D. Administrative/Management Leave 60

E. Jury and Witness Duty Leave..... 61

F. Bereavement Leave 61

G. Military Leave - Regular Employee 62

H. Inclement Weather 62

I. Time Off to Vote 63

J. Organ or Bone Marrow Leave (Statutory)..... 63

K. Paid Administrative Leave 63

Section 10.2 Leave of Absence Policies (LOA)64

A. Leave of Absence Rules 65

B. Family and Medical Leave (FML) 66

C. Pregnancy Disability Leave (Statutory)..... 69

D. New Parent Leave Act (Statutory)..... 71

E. Military Spouse Leave (Statutory) 72

Joshua Basin Water District - Employee Handbook

F. School Activity Leave (Statutory)..... 72

G. Victim of Crime Leave (Statutory)..... 73

H. Personal Leave of Absence 73

I. Reinstatement 74

J. Carryover..... 74

K. Fit-for-Duty Exam 74

L. Catastrophic Leave Donation Policy 74

Section 11. Safety and Health.....76

A. Safe Workplace Policies 77

B. Return to Work..... 77

C. Security..... 78

D. Disaster Service Worker..... 78

E. Driving on the Job..... 79

F. District Uniforms..... 80

G. Safety Boot Policy 81

Section 12. Employee Relations.....83

A. Code of Ethics..... 84

B. Rules of Conduct..... 84

C. Reasonable Accommodation..... 86

D. Interactive Process 89

E. Workplace Violence and Weapons..... 92

F. Alcohol and Drug Free Workplace Policy..... 93

G. DOT and Safety Sensitive Drug and Alcohol Testing Policy 98

H. Policy Against Discrimination, Harassment, and Retaliation; and Complaint Procedure..... 100

I. Whistle-blower Protection 104

J. Dress Codes and Other Personal Standards..... 106

K. Information Systems 106

L. Internet Use 108

M. Communications Equipment..... 111

N. Outside Employment 113

O. Gifts or Gratuities..... 114

P. Customer Relations 114

Section 13. Staff Expense Reimbursement Guidelines115

A. Reimbursement of Expenses..... 116

B. Credit Card and Credit Account Use..... 116

Joshua Basin Water District - Employee Handbook

C. Mileage 116

D. Air Travel 116

E. Car Rentals..... 116

F. Meals 117

G. Lodging..... 117

H. Cab/Shuttle 117

I. Expense Reports 117

Section 14. Miscellaneous Policies.....118

A. Personnel Records..... 119

B. Employment of Relatives..... 119

C. Guests and Visitors 120

D. Parking..... 120

E. Housekeeping 121

F. Bulletin Boards..... 121

G. Audio/Video Recordings 121

H. California Public Records Act Request (CPRA) 121

I. Outside Relations / Media Contact 121

Section 15. Discipline 122

A. Causes for Discipline 123

B. Types of Discipline 124

C. District Notice and Employee Appeal Procedures for Major Discipline 126

D. Hearing Procedures for Major Discipline 127

Section 16. Grievance Policy and Procedures 129

A. Grievance Policy 130

Section 17. Separation From Service..... 133

A. Leaving the District..... 134

B. Employment References 135

Confirmation of Receipt 136

Confirmation of Receipt of Employee Handbook..... 136

Confirmation of Receipt of Discrimination, Harassment, and Retaliation Policy & Procedures..... 136

Section 1. Introduction

A. Introductory Statement

Welcome!

As an employee of Joshua Basin Water District ("District"), you are an important member of a team effort. We hope that you will find your position with the District rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the District.

Handbook Interpretation and Introduction

This Handbook is intended to provide you with a general understanding of Joshua Basin Water District's human resource policies, benefits, and rules. It is intended to familiarize you with important information about the District as well as information regarding your privileges and responsibilities. Although it is not an employment contract or legal document, it is important that all employees read, understand, and follow the provisions of the Handbook. It may be changed from time to time by the District. You will be notified in writing of any amendments and additions to these policies and procedures. Keep this Handbook, additions, and revisions on file for your reference.

This Handbook cannot anticipate every situation or answer every question about employment, nor can it provide information that answers every possible question. Additionally, circumstances will undoubtedly require that guidelines, practices, and benefits described in this Handbook change. Accordingly, the District must reserve the right to modify, supplement, or rescind any provision of this Handbook from time to time, as it deems necessary. You will, of course, be advised of changes that occur.

The District is constantly striving to improve its operations, the services that it provides, and its relations with its employees. You are encouraged to bring suggestions for improvements to the attention of your department head or the Director of Administration. Additionally, if you have any questions or seek clarification, you should see your department head. By working together, the District believes that it will share with its employees a sincere pride in the workplace and the services that we are here to provide.

Supersedes Previous Versions

This handbook summarizes the policies, rules, and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described herein. Your supervisor or manager will be happy to answer any questions you may have.

B. Vision, Mission, and Values

Vision Statement

To achieve excellence in all District endeavors.

Mission Statement

To provide, protect, and maintain Joshua Tree's water - our vital community resource.

Values

The community of Joshua Tree has entrusted the Board of Directors and employees of Joshua Basin Water District with its most valuable natural resource, its groundwater. As stewards of the community water supply, we oversee this critical natural resource to ensure current and future water reliability. Dedicated to this purpose, we embrace these important values:

- **Integrity** – To consistently earn our customers’ trust by prioritizing the needs of the community...doing the right thing for the right reason.
- **Transparency** – To openly and honestly share information about our operations with the public.
- **Respect** – To treat the residents of Joshua Tree, and all those contacted in the course of business, with high esteem and regard.
- **Fiscal Responsibility** – To manage all resources as if they were our own, whether revenues, assets, or water supply, in a conscientious and appropriate manner.
- **Accountability** – To take responsibility for our decisions and actions in managing this essential resource.

D. Open Door Policy

Joshua Basin Water District promotes an atmosphere in which you can talk freely with management. You are encouraged to openly discuss with your department head any concerns so appropriate action may be taken. If they cannot be of assistance, Human Resources or the General Manager is available for consultation and guidance. The District is committed to the success and happiness of all its employees.

E. Equal Employment Opportunity Policy

The District affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. The District prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, military and veteran status, or any other basis protected by law. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report such conduct immediately by using the complaint procedures provided in these Policies, or by contacting the U.S. Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing.

F. Purpose of Personnel Policies

Objectives

These Personnel Policies are designed to facilitate efficient and economical service to the public and provide a fair and equitable system of personnel management for the District. These policies and procedures are set forth to ensure similar treatment for those who compete for original and promotional employment and define certain obligations, rights, privileges, benefits, and prohibitions which are placed upon all District employees.

Employment Standards

The District Board and the ratepayers of the District have the right to expect that the District will employ the best-qualified individuals available; that the tenure of every District employee will be based on a demonstrated need for the work performed, availability of funds, faithful and effective performance, proper personal conduct, and continuing qualifications for the position; and that each employee will be encouraged, trained, and developed to ensure optimum performance.

District Responsibility to Employees

Each employee has the right to expect to be fully informed of their duties and responsibilities; to be provided with adequate administrative and supervisory direction; to be informed of their level of job performance; that promotions will be made on the basis of merit and ability; that progressively improved work performance over an extended period will be recognized and rewarded; that incompetence will not be tolerated; and, after the successful completion of the probationary period, to not be subject to suspension, demotion, reduction in salary, dismissal or other disciplinary action without just cause.

G. Management Rights

Under the authority and approval of the Board of Directors, the General Manager has the exclusive right to determine the mission of the District; set standards of service; determine the procedures and standards of selection for employment; hire; direct its employees; set and alter compensation of employees; take disciplinary action for cause; transfer; promote; lay off its employees from duty; determine the content of job classifications; contract and subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which 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.

H. Delegation of Authority

Delegation of Appointing and Personnel Authority to the General Manager

The District Board delegates to the General Manager, the authority to authorize employment, establish job responsibilities and perform other personnel actions as to all subordinate employees in accordance with all federal and state laws and regulations and these Policies. The Personnel Officer of the District is the General Manager. The General Manager may delegate any personnel powers or duties to another employee of the District.

Retention of Personnel Authority as to Certain Personnel

As to those elected officials, or employees who directly report to the District Board, if any, the District Board retains all authority over all personnel actions as authorized by law and these Policies.

I. Departmental Rules, Policies, or Procedures

These Personnel Policies do not preclude the General Manager or individual District departments from developing and administering supplemental departmental rules, policies, or procedures as long as they do not conflict with these Rules, other District resolutions, and ordinances, or existing laws.

J. Conflicting Policies

Memorandum of Understanding

If a provision of these Policies conflicts with any provision of a valid collective bargaining agreement between the District and a recognized employee organization, the provision of the collective bargaining agreement that is in conflict shall apply to employees covered by that collective bargaining agreement.

State Law

Where a conflict exists between items stated in these Rules and California state law, the state statutes shall prevail.

K. Applicability of Policies

These Policies apply to all categories of employees of the District unless a specific section or provision excludes them. Independent contractors, volunteers, and board members are not employees.

L. Amendment and Revision of Policies

The District retains the full discretion to modify these Policies at any time in accordance with the law. Any modifications involving a term or condition of employment are subject to the meet and confer process with designated representatives of the affected employee group(s).

M. No Contract Right

These Personnel Policies or Rules ("Policies" or "Rules") do not create any contract right or any express or implied contract of employment.

N. Violation of Policies

Violation of a provision(s) of these policies shall constitute grounds for disciplinary action including, but not limited to, dismissal, rejection, demotion, reduction in salary, suspension, or written reprimand. A violation shall not make disciplinary action mandatory but shall be considered as appropriate in view of all the circumstances, or as set forth in applicable MOU.

Section 2. Definition of Terms

A. Definition of Terms

1. Acting/Interim Appointment – an employee who is appointed to a different classification for a limited and/or temporary period of time. Acting/Interim appointments may occur for reasons such as a position is temporarily vacant due to a suspension, demotion, termination, or authorized leave of absence.
2. Acting/Interim Pay – additional compensation for temporary assignment to a position in a higher classification (appointments to lower classifications may not receive acting/interim pay). Acting pay may not be pensionable in CalPERS.
3. Administrative Leave Types–
 - a. Administrative Leave: a temporary leave of absence with pay initiated by the District during a disciplinary action proceeding or investigation. This leave does not accrue and, when used, is not charged against any leave balance.
 - b. Management/Administrative Leave: paid time off provided as a benefit to FLSA-exempt employees in lieu of overtime compensation as recognition that such employees may be required periodically or routinely to work long or irregular hours, and to attend various meetings and functions outside of normal business hours to fulfill their responsibilities. Often, this type of leave is referred to simply as “Administrative Leave.”
4. Advancement – a salary increase of one or more steps within the limits of the pay range established for a classification.
5. Allocation – the assignment of a single position to the proper classification in accordance with the specifications for that class.
6. Applicant – an individual who has completed and submitted a formal application for employment with the District, in accordance with established procedures.
7. Appointing Authority – the General Manager or his/her designee, who has the final authority to appoint or remove a person from a position of employment within the District service. The District Board is the appointing authority for the General Manager.
8. Appointment – the offer and acceptance of a position in the District, either on a regular or at-will basis.
9. At-Will – the status of those employees who serve at the pleasure of the appointing authority and may be dismissed without cause or right of appeal, as provided by California Labor Code section 2922. This includes the General Manager, probationary employees, contract employees employed under an individual employment contract, emergency employees, project employees, temporary employees, and volunteer personnel.
10. Business Day – any day in which normal business operations are conducted.
11. Calendar Day – a 24-hour day as listed on the calendar.
12. Class Specification – a written job description of a classification, setting forth factors and conditions which are essential characteristics of positions in the classification.
13. Classification or Class – a group of positions with sufficiently similar duties, responsibilities, authority, and minimum qualifications for employment to permit combination under a common title and equitable application of common standards of selection, compensation, transfer, and promotion.
14. Classification Series – A group of two or more job classifications that are closely related in duties and where the differences involve required education and experience, complexity, degree of responsibility, and other similar factors. A class series typically includes entry, journey, and/or advanced journey level classes.

15. Compensation – The salary, wage, allowances, benefits, and other forms of valuable compensation earned by, or paid to, any employee by reason of employment with the District.
16. Compensation Plan – the assignment by the District Board of salary ranges to each position.
17. Continuous Service – the employment without an uncredited break or interruption of service of an employee in a probationary or regular status.
18. Contract Employee – an employee hired by written agreement with the District for a specific term and under conditions wholly contained within the employment agreement. The General Manager is a contract employee.
19. Day – a calendar day unless specified as a working/business day.
20. Demotion – the voluntary or involuntary change in the status of a regular employee from a position in one classification to a position in another classification having a lower maximum rate of pay.
21. Department - An organizational unit with responsibility for the carrying out a function or variety of functions under the supervision of a Department Head.
22. Department Head - The head of a department or multiple departments. (i.e., AGM, Director of Administration, Director of Finance, Director of Ops, or as designated by the General Manager).
23. Disciplinary Action - The dismissal, demotion, reduction in pay, suspension, or letter of reprimand of an employee for punitive reasons.
24. Discharge or Dismissal – the involuntary separation of an employee from District service.
25. District - Joshua Basin Water District.
26. Emergency Appointment – an employee hired for the period of an emergency. An emergency employee serves at-will.
27. Employee – an individual who is legally employed by the District and is compensated through the District payroll.
28. Examination – the process by which the Human Resources Department determines the qualifications of applicants for employment in a classification
29. Exempt Employee – an employee who is not entitled to overtime under the Fair Labor Standards Act (FLSA) because they qualify for one of the exemptions from the overtime provisions of the FLSA.27.
30. Non-Exempt Employee – an employee who is entitled to earn overtime under the Fair Labor Standards Act.
31. Full-Time Employee - An employee who fills an authorized District position and works regularly scheduled 40-hour workweek.
32. Grievance - A formal action usually involving some aspect of the District Rules and Regulations wherein the employee feels there has been a violation of a rule, regulation, policy, or practice.
33. Overtime – compensation that is either paid at the rate of time and one-half pursuant to the Fair Labor Standards Act or an applicable memorandum of Understanding (MOU) or salary resolution.
34. Part-Time Status/Position – a position or status of an employee that works less than 40-hours per week and is compensated on an hourly basis.
35. Personnel Officer - The General Manager.
36. Performance Evaluation - An evaluation conducted by the supervisor/manager of an employee's job performance within the assigned position.
37. Position – a job with a combination of regularly assigned duties and responsibilities requiring the full-time or part-time employment of one individual.
38. Probationary Employee – an employee who has to serve a probationary period prior to appointment to a permanent position. Upon successful completion of the probationary period, a probationary employee becomes a regular employee.

39. Probationary Period – a working test period that is part of the selection process and during which an employee is required to demonstrate to the District’s satisfaction his/her qualifications for the position to which he/she has been appointed by actual performance of job duties.
40. Probationary Status – the status of an employee during the probationary period. An original probationary employee serves at-will and may be rejected and separated without cause or right of appeal. A promotional probationary employee may be rejected from the promotional position and may be returned to his/her previous position without cause or right of appeal.
41. Project Employee – an at-will employee who is hired in either a full-time or part-time for a prescribed period of time to complete a project.
42. Promotion – the advancement of an employee from a position in one class to a position in another class having a higher maximum rate of pay.
43. Protected - Certain rights are protected by law.
44. Provisional Appointment – an appointment to a permanent position of a person who possesses the minimum qualifications established for a particular classification and who has been appointed to a position in that class in the absence of available eligible candidates. A provisional appointment may not exceed six (6) months. An employee receiving a provisional appointment will have at-will status in the position.
45. Reclassification – the movement of an employee from a position in one class to a position in another class as the result of the District’s determination that the duties and requirements of the employee’s position have significantly changed over time and are inconsistent with the assigned classification. Reclassification may be to a position at a higher, lower, or lateral level.
46. Regular Employee/Regular Status– a full-time or part-time position and which is expected to exist regularly. Regular employee status is after successfully passing the probationary period.
47. Reinstatement – the re-employment without examination of a former regular or probationary employee.
48. Rejection – the involuntary separation from District service of an employee who does not successfully complete the probationary period in a position and who does not have regular status in another position in a different classification.
49. Relative – any person who is related by blood, marriage, or domestic partnership within the third degree. Specifically, spouses, registered domestic partners, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, step-relatives, or in-laws of those enumerated by marriage or domestic partnership.
50. Reprimand – a verbal or written censure made as a disciplinary action.
51. Resignation – the voluntary separation of an employee from District service.
52. Salary Schedule – the District's schedule of classification salary ranges.
53. Salary Range – one or more specific salary rates, having a percentage relationship to one another, assigned to a classification on the salary schedule.
54. Salary Review Date – the date on which a probationary or regular employee is eligible, on the basis of satisfactory job performance for a prescribed period, for a merit salary increase within the salary range established for the position the employee occupies.
55. Salary Step – one of the established levels of pay within a prescribed salary range, usually designated by a number.
56. Suspension – the temporary separation without pay of an employee from District service for purposes of disciplinary action.
57. Temporary Position – a full-time or part-time position of limited duration. Employees filling temporary positions do not acquire regular status and may be dismissed at the pleasure of the appointing authority without cause or right of appeal.
58. Termination – the separation of an employee from District service because of retirement,

resignation, death, or dismissal.

59. Transfer – a change of an employee from one position to another position in the same class or in another class having the same maximum salary rate, involving the performance of essentially similar duties and requiring substantially the same minimum qualifications.
60. Vacancy – an authorized position that is not occupied by an employee having either a probationary or regular appointment to the position.
61. Work Shift – the number of working hours per day required of an employee occupying a particular position.
62. Working Day – a day on which an employee is scheduled to work. For the purposes of appeal or grievance rights under these Rules, where there is a difference in work schedules between a department head and an employee, working days should be counted based on the employee's schedule.
63. Y-Rating – A salary rate authorized by the General Manager, which allows the employee to retain a salary above the top step of the salary schedule for his/her classification. This is a process by which an employee's salary is not decreased when either:
 - a. the employee is reassigned to a classification with a lower range on the salary schedule
or
 - b. the salary range for the employee's classification is set to a lower range on the salary schedule.

Y-rating will automatically end once future increases bring the employee's new salary range up to a level where the employee's Y-rated salary falls within the new salary range.

Section 3. Employee and Non-Employee Classifications

A. At-Will Employee

An at-will employee is one who serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. At-will employees include any of the following:

- a) General Manager
- b) Temporary employees
- c) Probationary employees
- d) Emergency Appointments

B. Probationary Employee

A probationary employee is one who is serving a probationary period at the outset of initial employment with the District, or at the outset of a transfer; or a promotion to a higher classification.

During the probationary period, a probationary employee serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. A probationary employee serving in the initial probationary period is an at-will employee.

C. For-Cause Employee

A for-cause employee is one who has satisfactorily completed the initial probationary period and cannot be disciplined except when the District has cause to do so. A for-cause employee has a property right in continued employment and has the right to pre- and post-disciplinary procedural due process and an evidentiary appeal for certain types of disciplinary actions that result in a significant deprivation of property.

D. Full-Time Regular Employees

A full-time regular employee is one who has successfully completed their probationary period and whose position is budgeted and scheduled to work at least 40 hours per week. Full-time employees receive all benefits provided in these Policies unless otherwise provided in an MOU, salary resolution, or an employment agreement approved by the District's Board. Benefit eligibility may depend on the length of continuous service. Benefit eligibility requirements may also be imposed by the plans themselves or by law.

E. Part-Time Regular Employees

A part-time regular employee is one who has successfully completed their probationary period and whose position is budgeted and scheduled to work less than 40 hours per week. Part-time employees may have different rights to leave and other benefits under the law or these Policies, depending on the number of hours they work unless otherwise provided in an MOU, or an employment agreement approved by the District's Board.

F. Temporary Employees

A temporary employee is an at-will employee who is hired to perform a specific task or to be employed for a temporary period of time. Temporary employees are limited to six months on the job for full-time

employment or not to exceed 999 hours or 125 working days in a fiscal year.

At the District's sole discretion, it may choose to use an outside temporary employment agency or go through the regular recruitment process to fill an open temporary position. Current regular employees who are interested in the temporary position must apply through the District's regular recruitment process.

A temporary employee serves at-will and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

Temporary employees are not eligible for vacation, floating holidays, or any other benefits except those mandated by applicable law. Temporary employees are eligible for 24 hours of paid sick leave per year.

G. Exempt and Non-Exempt Employee

Employees whose jobs are governed by the FLSA are either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay. Exempt employees are not. Most employees covered by the FLSA are non-exempt. Some jobs are classified as exempt by definition. For most employees, however, whether they are exempt or non-exempt depends on (a) how much they are paid, (b) how they are paid, and (c) what kind of work they perform.

The requirements to determine this status are outlined in the FLSA Regulations (promulgated by the U.S. Department of Labor). See the Director of Administration if you have questions.

H. Independent Contractor

An independent contractor is not an employee and serves solely pursuant to a contract that has been formed and approved as required by District purchasing policies and procedures. An independent contractor cannot be used to perform any part of the District's regular and customary work.

I. Volunteer

A volunteer is not an employee, but instead is an individual who provides services to the District for civic or philanthropic reasons and receives no compensation or benefits other than nominal fees and reimbursement of expenses. A volunteer serves at-will and at the pleasure of the appointing authority, has no property rights, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

J. Rehired Employees

Employees who are rehired following a break in service in excess of one (1) year, other than an approved leave of absence, must serve another probationary period, whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their re-employment for all purposes, including the purposes of measuring benefits, unless otherwise approved by the General Manager.

Section 4. Classification Plan

A. Purpose

The Classification Plan includes a list of classifications with accurate job descriptions for each position. The Classification Plan standardizes titles, each of which is indicative of a definite range of duties and responsibilities and has the same meaning throughout the District.

B. Preparation of the Plan

The General Manager shall determine the duties and responsibilities of all positions in the District with the assistance of Human Resources and the affected department heads.

The Classification Plan defines each position with a job description including title; a description of typical duties and responsibilities; and a statement of the education, training, experience, and other qualifications to be required of applicants and incumbents of the position.

Suggested amendments and revisions of the plan by any interested party shall be submitted to the General Manager.

C. New Positions

It shall be the duty of the General Manager to establish new job classifications, subject to approval by the Board of Directors. Each new position shall be included in the Classification Plan prior to filling the vacancy.

D. Reclassification

A position determined by job analysis to have changed substantially over time in terms of duties and responsibilities may be reallocated to a new and appropriate classification upon recommendation of the department head and review and approval of Human Resources. Final approval must be granted by the General Manager or his/her designee. An employee who is reclassified is not required to complete a new probationary period.

E. Use of Classification Titles

Classification titles are to be used in all personnel, accounting, budget, appropriation, and financial records. No person shall be appointed to or employed in any regular position under a title not included in the Classification Plan. Other unofficial "working titles" may be used in the course of business to indicate authority, status in the organization, or administrative rank, subject to the approval of the department head and the concurrence of the Human Resources Department. No unofficial "working title" shall be used to purposefully work someone out of class.

F. Use of Class Specifications

Class specifications (job descriptions) are to be interpreted in their entirety and in relation to others in the Classification Plan. Particular phrases or examples are not to be isolated and treated as the full definition of the class. Specifications are intended to be descriptive and explanatory of the kind of work performed, and not necessarily inclusive of all duties performed by all employees in the classification.

G. Use of the Classification Plan

The Classification Plan is to be used as follows:

1. A guide in recruiting and examining candidates for appointment and promotion.
2. In determining lines of promotion.
3. In determining salary to be paid for various types of work.
4. In determining personnel staffing in departmental budgets.
5. In providing uniform job terminology understandable by all District officials, employees, and the general public.

H. Working Out-of-Class

No employee shall be required to perform duties, more than 50% of their working time, which is not closely related both in kind of work and in level of responsibility to the duties normally assigned to positions in the employee's classification, except on a short-term basis. For purposes of this section, "short term or temporary or emergency basis" means 25 consecutive working days. If an employee is performing duties that would normally be assigned to another classification (i.e., works "out-of-class") for an extended period of time (in excess of 25 consecutive working days), the Human Resources Department will evaluate whether a reclassification, reassignment of duties, Acting and/or Interim appointment is appropriate.

If an Acting or Interim appointment is appropriate, the District and employee will meet to discuss the terms of the Acting or Interim appointment. Such terms shall be documented in writing, then agreed to and signed by the General Manager and the affected employee.

If an employee is given an Acting or Interim appointment, the employee may be eligible to prospectively (after 25 working days) receive additional compensation in the form of Acting or Interim Pay, in accordance with the provisions of the applicable MOU and/or salary resolution.

I. Changes to Class Specifications

The following procedures shall apply for changes to Class Specifications.

Major/Substantive Revision Definition - This is defined as duties being added/changed/revised/updated, that results in changes to the job scope, job title, and/or salary adjustments.

- Major/Substantive changes to existing class specifications (aka - job descriptions) are subject to the meet and confer process, when applicable, with the appropriate representatives of recognized employee organizations.
- The department head or General Manager shall meet to discuss substantive changes to existing class specifications for affected unrepresented employees.
- The General Manager, or his/her designee can make changes to document formatting or minor revisions. These inconsequential changes are not subject to the meet and confer or board approval process.

Revision Process for Represented Positions

Minor Revisions

1. Make the revisions to the description with the employee, supervisor, and/or manager involvement.
2. Meet and confer with the union. After union concurrence,
3. Send to the General Manager for approval.
4. The General Manager has the authority to adopt the newly revised description.

Major/Substantive Revisions or new Classifications

1. Create the new classification or make the revisions to the description with the employee, supervisor, and/or manager involvement.
2. Send to the General Manager. After General Manager approval,
3. Meet and confer with the union. After union concurrence,
4. Send to the appropriate committee.
5. After committee review, send the job description to the Board of Directors.
6. After Board approval, formally adopt the job description.

Revision Process for Unrepresented Positions

Minor Revisions

1. Make the revisions to the description with the employee, supervisor, and/or manager involvement.
2. Send to the General Manager for approval.
3. The General Manager has the authority to adopt the newly revised description.

Major/Substantive Revisions or new Classifications

1. Create the new classification or make the revisions to the description with the employee, supervisor, and/or manager involvement.
2. Send to the General Manager.
3. After General Manager approval, send to the appropriate committee.
4. After committee review, send the job description to the Board of Directors.
5. After Board approval, formally adopt the job description.

Section 5. Compensation Plan

A. Preparation of Plan

A Compensation Plan (aka Salary Schedule) covering all positions in the District is in place, showing the minimum and maximum rates of pay. In arriving at salary ranges, consideration shall be given to prevailing rates of pay for comparable work in public and in private employment, including consideration of conditions of work; current costs of living; suggestions from department heads; the District's ability to recruit and retain good employees; internal equity; and the District's financial condition and policies. The District may conduct studies considering the factors set forth above.

B. Adoption of Plan

The District Board will adopt the Compensation Plan at least annually.

C. Format of Plan

All positions shall be placed on a salary range containing a designated number of salary steps with increments of approximately 2.5% percent between steps. Each step in a range shall be numerically identified from the lowest step (designated as 1) to the highest step.

Section 6. Recruitment and Selection Policy

A. Recruiting & Selection Process

The District is committed to employing the best-qualified candidates while engaging in recruitment and selection practices that comply with all applicable employment laws. It is the policy of the District to provide equal employment opportunity to all applicants and employees.

Authorization from the General Manager is required to initiate any action for any vacant position, including recruitment expenditures, advertising, interviewing, and offers of employment. The General Manager will determine if a vacant position will be filled with a regular or temporary employee.

For regular positions, the District will post job openings internally for a period five (5) business days via email announcement. After the internal announcement, the District may choose to advertise externally. External announcements may be posted on the District's website and other locations Human Resources deems appropriate.

Job announcements will include:

- The title and pay range for the position;
- The nature of the work to be performed and the essential job duties of the position;
- The minimum qualifications, including whether the job is a promotional position;
- The last date that Human Resources will accept applications, if applicable;
- Any other information as determined in the discretion of Human Resources.

B. Promotional & Transfer Opportunities

The District supports internal promotions or transfers whenever possible and practicable. Current employees in good standing, who meet the qualifications and eligibility requirements below may apply.

If the General Manager has determined that a position will be filled with a regular employee, the District will post the job opening internally for a period five (5) business days via email announcement.

Qualifications & Eligibility Requirements for Internal Candidates

- Employees may apply for any posted position as long as they meet the following eligibility requirements*:
 1. Most recent performance evaluation rating must be a Meets Expectations or above.
 2. Meet the minimum qualifications, as stated in the job description.
 3. Have not been subject to disciplinary action in the last 12 months.

**Exceptions to these eligibility requirements must be reviewed and approved by the General Manager.*

- Employees must submit the standard job application on or before the closing date. All qualified internal candidates will be scheduled for testing and/or interview. Supervisor approval is not required to submit an application if the employee meets all eligibility requirements.
- Promotion means to be appointed regularly to a position with a salary range that exceeds the salary range of the existing position. Employees who are promoted into a new position shall receive a salary increase to the next highest step in the new classification that is at least 5% above their current salary.

- Promoted or transferred employees must complete a six-month probationary period and may be extended one time by mutual agreement of the District and the employee for up to an additional six months. If an employee is unsuccessful, a (6) month break shall apply before an employee is eligible to reapply for other opportunities. At any time during the probationary period, an employee may be returned to their previous position without due process; and the employee will be provided an explanation for the return to their original position.
- Promotions and transfers shall typically take effect within two weeks and generally no later than four weeks after an employee's acceptance. The first date of the status change shall commence at the beginning of a pay period. Factors such as the urgency to fill the position, status of the employee's present workload, and difficulty in filling the employee's present position are to be considered in determining the effective date.
- Typically, the employee's salary will not change due to transfer unless the position is considered a promotional transfer, in which case the employee will be eligible to receive a promotional salary increase.

B. Applications

Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplementary information, including but not limited to: answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references. All applications must be completed in full and signed, physically or electronically, by the person applying. Applications which are not fully completed and signed may be rejected. Should an applicant be appointed to a position, the supplemental information shall become a part of the individual's permanent employment records.

C. Disqualification of Applications

Applications may be disqualified and rejected for reasons including, but not limited to: the applicant does not meet the minimum qualifications for the position; the applicant submits an application after the deadline; the applicant submits an application that is incomplete; the applicant is physically unfit to perform the duties of the position with or without reasonable accommodation; the applicant has made any false statement of any material fact; the applicant has attempted to practice any deception or fraud in the application or selection process; or for any material cause, which in the judgment of the District, would render the applicant unsuitable for the position, including a prior resignation or termination from employment with the District.

D. Employment Examinations

The Human Resources Department will determine the manner and methods of administering employment examinations. The qualifications of the applicant will be evaluated and examined by using one or more examination techniques as deemed appropriate for the position by the Director of Administration.

Examination techniques may include but are not limited to: application review; supplemental questionnaires; written tests; oral test; performance tests; physical agility tests; evaluations of prior training and performance, experience and/or education, evaluation of work samples or daily work performance; interviews; working style assessments; practical exercises; file review; or any combination

thereof. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties.

1. The content of all examinations will be kept confidential prior to the administration of the examination. All applicants who are invited to the examination will be notified of the nature of the examination.
2. An applicant with a disability may request an accommodation in an examination process. Following receipt of a request for accommodation, Human Resources may require additional information, such as reasonable documentation of the existence of a disability.
3. Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. Each applicant will be notified whether they will continue in the examination process.
4. Applicants who meet the minimum qualifications and pass all examinations may be subject to a background and/or reference check.

E. Types of Appointments

The General Manager will make all appointments except for those classifications that report to the governing body. The District Board will make appointments for those classifications that report to it.

The General Manager or his/her designee has the discretion to decide in what manner a vacancy shall be filled. Vacancies may be filled by reinstatement, promotion, transfer, demotion, or the appointment of a temporary employee.

Regular Appointments

Any person (internal or external) meeting the requirements specified in the job announcement may be eligible to compete in the examination process. All applicants must apply through the regular application process.

Promotions

Promotional recruitments may be used to fill vacancies when determined by the General Manager to be in the best interests of the District. When opportunities occur within the organization, promotions and transfers will be based upon an employee's qualifications, performance, and the following eligibility requirements including:

- The most recent performance evaluation overall rating must be "satisfactory" or above.
- Meet the minimum qualifications as stated in the job description.
- Have not been subject to disciplinary action in the last 12 months.

Exceptions to these eligibility requirements must be reviewed and approved by the General Manager.

Temporary Appointments

A temporary employee is a full-time or part-time employee who is hired for a limited duration, typically not to exceed 999 hours worked in a fiscal year. The employee serves at-will and is not entitled to benefits, except as required by law.

Contract Appointments

An employee hired by written agreement with the District for a specific term and under conditions wholly contained within the employment agreement. Contract employees shall be entitled to only those benefits, rights and privileges as outlined in the employment contract. The General Manager is a contract employee.

Emergency Appointments

The General Manager may employ such persons as may be needed for the period of an emergency which threatens life, property, or the general welfare of the District, without regard to the regulations as to recruitment and appointments in these Policies.

Acceptance of Appointment

Any person accepting an appointment shall report to the Director of Administration or his/her designee on the date designated by Human Resources. Otherwise, the applicant shall be deemed to have declined the appointment.

F. Targeted Recruitment and Selection Process

In an effort to streamline the District's hiring procedures, the District has established a targeted recruitment and selection process, the use of which may be authorized by the General Manager on an as-needed basis. A targeted recruitment and selection process involves direct solicitation to specific individuals and/or professional organizations to seek out prospective candidates who are believed to be highly qualified for a particular position.

Human Resources is authorized to use a targeted recruitment and selection process on those specific occasions when the General Manager determines it is in the best interests of the District to do so. Any individual hired through a targeted recruitment and selection process shall meet all requirements expected of any District employee hired through a traditional recruitment process, including meeting the minimum education and experience qualifications of the job classification, and successful completion of a background investigation, physical examination, and administrative screening. In implementing a targeted recruitment and selection process, the General Manager and District staff shall encourage diversity of the pool of job applicants when feasible and shall ensure compliance with the District's Equal Employment Opportunity policy.

G. Notification

Each applicant will be notified of their status at each step in the examination process.

H. Disqualification

An applicant may be disqualified during or after the examination process for any reason set forth in Disqualification of Applications.

J. Background Check Policy and Procedure

Background checks may be conducted on all candidates for employment and on all employees, who are promoted, as deemed necessary by the General Manager.

The District will not extend an offer of employment to a candidate until it receives clear results from a thorough preliminary background check. Unless required by law, the preliminary background check will not include a criminal conviction check or motor vehicle history search.

All candidates must complete an authorization and release for the District to obtain the preliminary background checks described below. This authorization and release are provided by completing, signing, and submitting an official District application.

Preliminary background checks:

- **Prior Employment Verification:** confirms applicant's employment with the listed companies, including dates of employment, the position held and additional information available pertaining to performance rating, reason for departure, and eligibility for rehire. This verification will be run on the past three employers or the previous five years, whichever is greater.
- **Personal and Professional References:** calls will be placed to individuals listed as references by the applicant.
- **Educational and Certification Verification:** confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received, and/or certifications.

The following additional preliminary background search will be required if applicable to the position. Candidates must complete an authorization and release form prior to the District obtaining a consumer credit report. If a consumer credit report will be sought, each applicant will be provided with notice of the specific reason under Labor Code § 1024.5 for obtaining the report prior to the request.

- **Credit History:** confirms candidate's credit history. This search will be run for positions that involve (1) a managerial position, (defined as an employee who qualifies for the executive exemption from overtime pay under Industrial Welfare Commission Order 4); (2) a position that involves regular access to other persons' bank or credit card account information, Social security numbers, and/or dates of birth for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment; (3) a position in which the person is or would be a named signatory on Joshua Basin Water District 's bank or credit card account, or authorized to transfer money or enter into financial contracts on the District's behalf; or (4) a position that involves regular access to \$10,000 or more of cash of the District, a customer, or client, during the workday.

Post Conditional Offer background checks:

If, after receiving clear results from a thorough preliminary background check, and the District decides to make a conditional offer of employment to a candidate, the offer will be conditioned upon the candidate successfully completing post-offer background checks, which includes an ID verification, criminal conviction check, and, if applicable, a motor vehicle history search, a physical, and/or drug screening.

If the District extends a conditional offer of employment, the candidate must complete an authorization and release form for the ID Verification and Criminal Conviction Check, a supplemental questionnaire for criminal convictions, a DMV pull notice form, and the physical and/or drug screen consent form.

- **ID Verification:** validates the applicant's Social Security number, date of birth and former addresses.

- **Criminal Conviction Check:** The District will not request or consider any of the following:
 - Convictions that were sealed, expunged, dismissed, or statutorily eradicated;
 - Arrests not followed by convictions or for which a pretrial diversion program was successfully completed;
 - Any juvenile convictions (including any information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of juvenile court law);
 - Non-felony convictions for marijuana-related offenses that are two (2) or more years old.

The following additional background search will be required if applicable to the position:

- **Motor Vehicle Records:** This search provides a report on an individual's driving history in the state requested and will only be run when driving is a requirement of the position. If the applicant has a criminal conviction(s) that can be legally evaluated, the District will consider the following factors:
 - The nature and gravity of the offense;
 - The time since the conviction;
 - The nature of the job position; and
 - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.
- **Physical:** A physical exam will assess the applicant's ability to perform the duties of a job with or without accommodation.
- **Drug and Alcohol Screening:** Certain positions require applicants to take and pass a drug and/or alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and/or alcohol testing include but is not limited to: positions with driving duties, positions that require commercial driver's licenses subject to DOT regulations, and safety-sensitive positions that have public safety implications, such as operating heavy trucks or machinery.

K. Job Offer

After a candidate has completed all steps of the selection process to the District's satisfaction, the Human Resources Department may extend to a candidate an official offer of employment.

L. New Employee Orientation

As a new employee, you will be provided an orientation that will include: a meeting with the Director of Administration or his/her designee to complete new hire paperwork; review available benefits; review the Employee Handbook and general policies/procedures, a tour the facility; an introduction with each department head and learn about their specific department(s); concluding with an initial meeting with your manager and supervisor. Training will be provided for each position including basic training as outlined in the New Employee Orientation Checklist.

Section 7. Probationary Period

A. Probationary Period

Purpose

The purpose of the probationary period is to ensure an extended period for observation and evaluation before an employee obtains regular status.

The probationary period shall be regarded as a part of the testing process and shall be utilized for observing the employee's work, for confirming the employee's suitability for the position, and for rejecting any probationary employee whose performance does not meet the District's expectations and required standards of work.

Probationary Period

Unless otherwise specified by a memorandum of understanding, contract, or salary resolution:

1. Original appointments shall be subject to a probationary period of nine (9) months of actual and continuous service.
2. All transfers or promotions shall be subject to a probationary period of six (6) months of actual and continuous service.

Probationary periods end on the first day of the pay period following the expiration of the probationary period. The probationary period can be extended by the District at the discretion of the General Manager or his/her designee.

At-Will Status During Probationary Period: A probationary employee may be rejected at any time during the probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights set forth under the Grievance Policy.

B. Successful Completion of Probation

Prior to the end of the probationary period, the probationary employee's supervisor/manager shall submit the employee's performance evaluation and other appropriate documentation designating successful completion of the probationary period to Human Resources.

C. Rejection of Probationary Employee

Rejection of Original Appointment Probationary Employee

During the initial probationary period, an employee may be rejected at any time by the department head, with approval of the General Manager, for failing to successfully complete the probationary period, without cause and without the right of appeal.

Rejection of Transferred or Promotional Probationary Employee

An employee rejected during a transfer or promotional period may be reinstated (as set forth in applicable MOU or salary resolution) to their previous position unless they have been discharged for cause or the employee resigned. If an employee is rejected, a six (6) month break shall apply before an employee is eligible to reapply for other opportunities. At any time during the probationary period, an employee may be returned to their previous position without due process.

D. Extension of Probation

The probationary period can be extended by the District at the discretion of the General Manager or his/her designee.

Extension Due to Leave of Absence or Modified Duty

Any leave of absence with or without pay shall cause the employee's probationary period to be extended by the number of days of such leave.

Any modified duty assignment resulting from an employee's temporary inability to perform the essential functions of the job shall cause the employee's probationary period to be extended by the number of days of such modified-duty assignment.

Section 8. Compensation & Performance

A. Attendance Policy

Introduction

The District relies on you to consistently provide high quality, cost-effective services to the ratepayers. You must routinely interact with other staff, members, vendors, and the general public to effectively meet these objectives. Good attendance is essential to providing these objectives and is an indicator of effective employee performance.

It is recognized that you will have periodic absences for illness or personal matters, but recurring and excessive absences and/or tardiness adversely affects productivity, morale, workflow, and service and directly impacts the District's ability to meet its challenging goals.

The professionalism that you bring to your position and the District is valued, and it is anticipated that you will manage your own good attendance. There are occasions, however, when attendance guidelines are beneficial and necessary to direct employees and managers.

The guidelines are intended to be straightforward and concise. They are subject to management discretion and allow for flexibility in addressing individual attendance situations. Your manager will consider State and Federal laws, family and medical leave issues, the demands of different work units, the District's policy, your performance, your attendance history, and individual circumstances when assessing appropriate steps to correct attendance problems.

The District intends to maintain a positive environment that supports its goals while recognizing individual needs and circumstances. If attendance issues arise, please speak with your supervisor/manager who can discuss the impact of your attendance on the District's goals and your individual performance. Please note that it is your responsibility, however, to understand the guidelines in this Attendance Policy.

The District may utilize a system of corrective action, at its sole discretion, in cases of misconduct or unacceptable performance, including absenteeism. If the number of absences within the most recent rolling twelve (12) month period, regardless of the reason, is excessive, you may be subject to corrective action, at the discretion of the District, to make you aware of problems and to create an action plan to resolve issues. The attendance policy of the District will be followed only to the extent allowed by law and is not meant to circumvent or abrogate any existing leave policy contained in the MOU if applicable, any leave policy in this handbook, existing provisions of the FEHA, ADA, ADEA, or other state, or federal law, and/or regulation.

Absence

"Absence" is defined as the failure of an employee to report for work when he or she is scheduled to work. The two types of absences are defined below:

- Excused/Scheduled Absences are discussed and excused in advance of the absence, by the supervisor/manager, for such events as vacation, medical appointments, military service, family activities, jury duty, funerals, and other happenings which cannot be scheduled outside of regular work hours and the employee has sufficient accrued paid time off accruals to cover the absence, if use of accruals are required for the particular absence (i.e., jury duty and bereavement are not considered accruals).
- Unexcused/Unscheduled Absences are not discussed and excused in advance, by the supervisor/manager, for such events as a family member or employee illness, family

emergencies, transportation emergencies, and household emergencies such as flooding, and/or the employee does not have sufficient accrued paid time off accruals to cover the absence.

Employees who utilize paid sick time for up to three (3) days in a year (calculated from the employee's anniversary date) for the care of themselves, a dependent, being a victim of a crime, or any other incident outlined in the California Healthy Family Workplace Act shall not be subject to an unexcused absence.

Excessive Tardiness, Excessive Absenteeism, and Abuse of Leave

- Excessive tardiness occurs when an overtime-eligible employee who, without authorization, is late to work or late to return from breaks/meal periods. For purposes of this policy, this means (5) tardies in a year, or (3) three consecutive tardies.
- Excessive absenteeism occurs when the number of unexcused/unscheduled absences exceeds three (3) unexcused absences during a year or (2) two consecutive unexcused absences in a row.

Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination. Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Should the District suspect that there is an abuse of leave by an employee, the District may require that the employee submit a physician's certificate to support the absence.

Unauthorized Absence is Prohibited

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. An overtime-eligible employee who fails to timely notify the supervisor of any absences as required by this Policy, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence.

Job Abandonment

An employee who fails to report to work for three (3) consecutive workdays without reasonable cause shall be considered as having voluntarily resigned as a result of job abandonment. An employee separated for job abandonment will be given an opportunity to explain the absence and failure to notify the District. The employee will be reinstated upon proof of justification for the absence, such as severe accident, severe illness, or false arrest. No employee has a right to an evidentiary appeal for separation as a result of job abandonment.

B. Rest, Breaks, and Meal Periods

Meal Period

A 30-minute or one (1) hour non-compensated meal period will be provided to all overtime-eligible employees who work at least a five-hour workday. Employees are responsible for taking their meal period at a time designated by the supervisor. The length of the meal period will depend on the work schedule (5/8 or 4/10), department needs, and/or operational needs.

Rest Period

A 15-minute compensated rest period will be provided to all overtime-eligible employees for each four-hour period of service. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the workday or to extend the meal period.

Lactation Break Time

An overtime-eligible employee who wishes to express breast milk for her infant child during her scheduled work hours will receive additional unpaid time beyond the 15-minute compensated rest period. (Labor Code § 1030; 29 USC § 207(r).) Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. (Labor Code § 1032.) Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

Private Location - Lactation Break Time

The District will make reasonable efforts to accommodate employees by providing an appropriate location to express milk in private. The District will attempt to find a location in proximity to the employee's work area, and the location will be other than a toilet stall. (Labor Code § 1031; 29 USC § 207(r).) Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

Storage of Expressed Milk - Lactation Break Time

Any employee storing expressed milk in any authorized refrigerated area within the District shall clearly label it as such. No expressed milk shall be stored at the District beyond the employee's workday/ shift.

C. Timekeeping

Timekeeping

All departments shall keep daily attendance records of employees which shall be reported in the payroll system in the form and on the dates specified by the Finance Department.

FLSA - Exempt Employee Timekeeping

If an exempt employee works less than half of the hours of their normal workday (i.e., the exempt employee works three (3) hours of their eight (8) hour workday), they will be required to use their paid time off accruals (vacation, sick, floating holiday, administrative leave) for time not worked due to personal reasons.

If an exempt employee works more than half of the hours of their normal workday (i.e. the exempt employee works seven (7) hours of their eight (8) hour workday), they will not be required to use paid time off accruals for time not worked due to personal reasons. All time off must be approved by the employee's supervisor. Exempt employees are expected to consistently work their full workweek.

Should this policy become problematic due to frequent and/or unapproved excessive use, the employee will be counseled and if needed disciplined.

Advance Request for Permission to Deviate from Regular Work Hours

An overtime-eligible employee is required to seek advance permission from his or her supervisor for any foreseeable absence or deviation from regular working, break, and mealtimes.

Notification of Unforeseen Late Arrival or Absence

Employees who are unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor within thirty (30) minutes after the beginning of the employee's scheduled work time. The employee must report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the department head.

D. Work Week

Work Week

The workweek begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. on the following Friday.

Hours of Work

Working hours and meal break periods of all personnel will be set by the General Manager.

- **Conventional Schedule (5/8's)**: The conventional work schedule for full-time employees shall be forty hours over five consecutive workdays per week. The conventional workday shall be eight hours of work in a workday. Hours of work are dependent upon department and operational needs, not all positions are eligible for the conventional workweek schedule.
- **Four-Ten Alternate Work Schedule (4/10)**: The 4/10 alternate work schedule may be implemented for employees at the discretion of the General Manager.
 - Normally, administrative/office employee's 4/10 workweek hours are Monday through Thursday from 7:00 a.m. to 5:30 p.m.
 - Normally, field operations employee's 4/10 workweek hours are Monday through Thursday 6:00 a.m. to 4:30 p.m.

E. Basis of Compensation

Full-time Regular, Probationary, and Acting Appointments

An employee having a regular, probationary or acting appointment that is on a full-time basis shall be paid bi-weekly, based on the hourly rate specified in the compensation plan.

- The hourly rate of pay is specified in the compensation plan.
- The annual rate is the hourly rate multiplied by two-thousand and eighty (2080) hours.
- The monthly rate is the annual rate divided by twelve (12) months.

Other Appointments

Temporary, provisional, part-time, and emergency employees shall be compensated at an hourly rate, paid bi-weekly.

Application of Salary Ranges

Employees occupying a position in the District shall be paid a salary or wage within the range established for that position's classification in accordance with the compensation plan.

F. Payment of Wages

Pay Days

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

Paychecks can be received either by regular payroll check or direct deposit. Regular payroll checks can be picked up in the Finance Department.

If you observe an error on your check, please report it immediately to your supervisor.

Direct Deposit

The District offers direct payroll deposit. You may begin and stop automatic direct payroll deposit at any time. To begin automatic direct payroll deposit, you must complete a form (available from the Human Resources department) and return it to Human Resources at least fourteen (14) days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the Human Resources department and return it to Human Resources at least fourteen (14) days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than fourteen (14) days before the end of the pay period.

G. Overtime

Overtime

Overtime is all hours an overtime-eligible employee actually works over 40 hours in his or her designated workweek, unless otherwise designated in an applicable MOU or salary resolution.

Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating the Fair Labor Standards Act (FLSA) overtime pay; paid leave will not be counted. Overtime-eligible employees who are directed to work overtime must do so.

Remote Access for Overtime-Eligible Employees

If an overtime-eligible employee is granted remote access, they shall not perform work outside their normal working hours, unless the employee is on-call, on approved overtime, or the supervisor approves such work in writing. Examples of prohibited remote work include but are not limited to checking emails at home, performing work in the morning before the start of their normal shift, running work errands after their shift end, etc.

Prior Approval Required for Overtime

Overtime-eligible employees are not permitted to work overtime except as directed and authorized by their supervisor, or in case of emergency, as determined by the District. Working overtime without

prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.

Accurate Time Reporting

All employees must accurately report all work time to the nearest five minutes.

No Volunteering of Work Time

All time spent for the benefit of the District must be reported as hours worked on time records so that the employee is paid for all work. Overtime-eligible employees may not "volunteer" work time to perform duties that are the same or similar to their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has authority to request overtime-eligible employees to volunteer work time.

H. Salary & Merit Eligibility Dates

Salary Review Date

Salary review dates coincide with employee performance evaluations. Performance evaluations are presented at the end of the employee's probation period and then annually thereafter within one week before or after January 31.

Merit Increase Eligibility

Consideration of a merit increase is based upon the results of the performance evaluation as set forth in the Performance Evaluation Policies in this handbook or in accordance with the provisions of the applicable salary resolution and/or MOU.

Salary adjustments shall be made at the start of the pay period following the employee's salary review date unless otherwise authorized by the General Manager.

I. Salary in Other Circumstances

Special Salary Adjustments

Notwithstanding anything in these Policies to the contrary, in order to correct gross inequities or to reward outstanding achievement and performance, the General Manager, upon recommendation of the department head, may adjust the salary rate of an incumbent of a particular position to any step within the salary range for that class. If the incumbent is a member of a recognized bargaining unit, the increase in salary is subject to meet and confer.

Salary on Promotion

An employee who is promoted shall be assigned to the lowest step of the new salary range which allows an increase of approximately five percent (5%) over the employee's current salary at the time of promotion. The department head may recommend assignment to a higher salary step based on special circumstances, subject to approval by the General Manager. The promotion date will be effective at the

beginning of an established pay period.

Salary on Demotion

An employee who is demoted shall have their salary set at a salary step in the range for a lower class as follows:

- Involuntary Demotion - Salary may be set at any salary rate which is less than employee's salary rate at the same time of demotion. If the involuntary demotion is a result of reclassification and the salary of the employee is greater than the highest step of the new pay range, the employee will be "Y-rated."
- Voluntary Demotion - Salary will be set at the highest salary rate which does not exceed the employee's salary rate at the time of demotion.
- Next Merit Increase - An employee may be eligible for the next merit increase in accordance with their next performance evaluation.
- Probationary Period - An employee who is demoted shall not be required to serve a new probationary period, except that if demoted to a classification in which the employee has no previous experience, a probationary period of twenty-six (26) weeks will be required.

Salary on Transfer

Typically, the employee's salary will not change due to transfer unless the position is considered a promotional transfer, in which case the employee may be eligible to receive a promotional salary increase.

J. Additional Compensation

Employees may be eligible for the following types of additional compensation in accordance with the applicable salary resolution and/or MOU:

- Acting or Interim Pay
- Call Back Pay
- Standby Duty
- Leave Cash-Out

K. Payroll Deductions

Purpose

The District complies with applicable laws and will make only required or authorized deductions from employees' wages. Amounts withheld vary according to earnings, marital status, and the number of exemptions claimed.

Eligibility

This policy applies to all employees.

Procedures

The following deductions, if applicable, will be made from employees' gross wage payments:

- Deductions to pay the employee portion of local, state and federal taxes.
- Deductions to retirement plans such as CalPERS.
- Authorized deductions in writing by the employee, including deductions to cover insurance premiums or payments for other employee benefits.
- Deductions required pursuant to a withholding order for support, an earnings assignment order, earnings withholding order, or other similar court order.
- Deductions required pursuant to a wage garnishment order.
 - Note: A garnishment is a court order requiring the District to remit part of an employee's wages to a third party in payment of a just debt. Because garnishments involve the District in its employees' private financial affairs, it is requested that you handle your finances appropriately.

All deductions will be itemized on employees' paycheck stubs. Employees with questions regarding any deductions taken from their paychecks should immediately contact Human Resources.

M. Changing Your Employee Information

The District is required by law to keep current all employees' names and addresses on file.

Employees are responsible for notifying the District within 30 days in the event of a name or address change. Submit a Change of Address form within 30 days of any employee information changes.

You are solely responsible to notify the Director of Administration of changes in your personal status including, but not limited to:

- Name
- Marital status
- Address and/or telephone number
- Number of eligible family members
- Emergency contact information
- Changes to deferred compensation*
- Tax payroll deductions*

* For changes to your 457 contributions, submit a 457 deferred compensation contribution form. Due to 457 plan guidelines, the effective date cannot be earlier than the beginning of the following month.

*For changes on your tax withholdings, submit a W4 Federal Tax form or DE4 CA Tax form. The District will make an effort for requested changes to be effective for the current pay period. However, due to the timeliness of submission, the change may not take effect until the pay period following submission.

N. Performance Evaluations

The General Manager will prescribe and implement a system for assessing the work performance of employees. The performance appraisal process provides a means for discussing, planning, and reviewing the performance of each employee. Performance appraisals are considered in granting merit increases, promotions, transfers, demotions, discharges, and other disciplinary actions. It is critical that supervisors/managers are objective in conducting performance reviews and in assigning overall performance ratings.

Performance Evaluation Intervals

Regular Employees

- All regular employees will receive an annual performance evaluation annually within one-week (before or after) January 31st. Annual evaluations rate the preceding calendar year.

Probationary Employees

- Initial probationary employees will participate in an informal performance evaluation meeting with their supervisor/manager upon the third (3rd) and sixth (6th) month subsequent to the date of hire.
- Initial probationary employees will receive a formal performance evaluation nine (9) months subsequent to the date of hire.
- Initial probationary employees who successfully complete their probation, shall convert to the January 31st review date upon completion of the probationary period.
- Promoted or transferred employees will receive a formal performance evaluation six (6) months after the promotion or transfer date and shall convert to the January 31 review date upon completion of the probationary period.

Performance Evaluation Meeting

The supervisor/manager will meet with the employee to discuss the performance evaluation. The employee shall sign the formal performance evaluation to acknowledge its contents and that they have met with their supervisor/manager to discuss the evaluation. The employee's signature shall not mean that he or she endorses the contents of the evaluation.

The employee may comment on the evaluation in a written statement, which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within ten (10) working days after the employee receives the evaluation.

A request for reconsideration of the evaluation may be made utilizing steps outlined in an applicable MOU or salary resolution.

Any employee receiving a Not Meeting Expectations rating will be given a time period of ninety (90) days to bring their performance up to a Meets Expectations level or they will be subject to further disciplinary action up to and including termination.

Performance Evaluation Merit Increases

Any merit increases awarded as part of a performance evaluation will take effect on the first pay period following January 31st, or, if applicable, the first pay period following the date of completion of their probationary period.

Section 9. Employee Benefits

A. Benefits Overview

The District offers a broad, comprehensive set of employee benefit programs to supplement your regular wages. Examples of insured benefits are group insurance plans such as Medical, Dental, Vision, and Life insurance. Examples of uninsured benefits are vacation, sick, and holiday pay. These supplemental benefits increase the employee compensation package by as much as 40%.

Benefit eligibility may be dependent upon your employee classification (i.e. full-time versus part-time) and on length of continuous employment. Benefit eligibility requirements may also be imposed by the plans themselves.

The District will provide benefits as set forth in the applicable MOU and/or salary resolution. For information regarding employee benefits and to answer any questions contact Human Resources.

B. Group Insurance Plans

The District provides group medical, dental, vision, life, LTD, and Employee Assistance Program plans for eligible employees and eligible dependents on the first day of the month following one month of continuous employment.

The District will provide contributions toward group insurance premiums as set forth in the applicable MOU and/or salary resolution.

- **Persons Eligible:** Regular full-time employees working a minimum of 40 hours per week and their eligible dependents.
- An eligible dependent is defined as the following:
 - Spouse;
 - Children to their 26th birthday including children placed in the home for adoption;
 - Unmarried children who were enrolled before age 26 and are incapable of self-sustaining employment due to physical or mental condition. A physician must certify in writing within 60 days this condition and it is subject to carrier approval.
 - Children eligible for coverage as a result of a valid qualified medical child support order.
 - Grandchildren if claimed as a deduction on employee's IRS tax return.
 - Domestic partner as defined by the State of California for state registration requirements.
 - Those designated according to the law.

Eligibility must be proven to enroll dependents (i.e., birth certificate, marriage license, State of CA Declaration of Domestic Partnership (NP/SF DP-1 etc.). It is mandatory to report changes in dependent status within thirty (30) days of the event (such as adding a dependent due to birth or adoption of a child, marriage, or removing a dependent due to divorce or death).

C. COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members by allowing them to continue their group health insurance under the employer's plan at affordable group rates. Employees are notified at hiring of their rights under this law and it is the employee's responsibility to notify the District of any qualifying event

(defined below) within 60 days of the event. Specifics of COBRA include:

1. **Qualifications:** Any employee/eligible family member who loses regular group eligibility because of a qualifying event is eligible for enrollment under COBRA.
2. **Qualifying Event:** Qualifying event is defined by COBRA regulations and includes loss of coverage due to: termination of employment; reduction of hours; death of employee; employee's Medicare entitlement; divorce or legal separation; child ceasing to be eligible; bankruptcy of employer; and the expiration of leave. It is the employee's or eligible family member's responsibility to inform the District within 60 days when a qualifying event takes place.
3. The District will send written notification, upon notification to the District, to the employee/eligible family member of their right to elect continued coverage, the election period, and premium payments.
4. **Cost:** The employee/eligible family member must pay a full monthly premium for each coverage selected plus a 2% administrative charge to the District by the first day of each month that the premium(s) are due.
5. **Coverage Available:** At the time of the qualifying event, whichever health insurance(s) the employee/dependent is enrolled in will be considered the coverages available.
6. **Open Enrollment Purpose:** COBRA continuees have the same rights under the plan as active employees. This includes rights during open enrollment periods. When an open enrollment period occurs, COBRA continuees must be informed of their rights. The Open Enrollment Notification should inform COBRA continuees of the open enrollment period, the options available during the open enrollment period and the monthly premium rates for those options. It defines COBRA continuees as possible electees, electees and continuees. Possible electees are individuals in their 60-day election period; electees are individuals who have elected but have not yet paid; continuees are individuals who have elected and paid.
7. **Special Note:** There can be no interruption of coverage under COBRA.
8. **Employee Notification:** Because of the complexity of COBRA regulations, the District may at its sole discretion contract with an outside firm to carry out the notification, payment, and explanation of COBRA.

D. Retirement

CalPERS

The District has contracted with the California Public Employees' Retirement System (CalPERS) in order to provide retirement benefits to employees. The District and CalPERS members are subject to the benefits and regulations as prescribed by CalPERS.

Due to changes in the law, and the implementation of the Public Employee's Pension Reform Act (PEPRA) effective January 1, 2013, (PEPRA), the District has two tiers of employees:

- **Persons Eligible:** Regular full-time employees, part-time employees reaching the minimum hour requirement, and employees who are already CalPERS members. All employees are required to submit a Reciprocal Self-Certification Form to Human Resources within 10 days of their date of hire.
 - **Employee Contribution*:**
 - Classic: 7% of regular bi-weekly earnings (overtime earnings are not included).
 - PEPRA: Varies based upon annual CalPERS actuarial report. The contribution is based upon regular bi-weekly earnings (overtime earnings are not included).
- *The employee contribution percentage subject to regulations as prescribed by CalPERS.

- **Employer Contribution:** Varies according to experience rating.
- **Vesting Provisions:** You become vested after completion of five years of public service, be it with Joshua Basin Water District or another public employer who participated in CalPERS. Vesting means funds may be left on deposit for future retirement. Should you leave the District and wish to withdraw your contributions, you may request a refund from CalPERS. The employer contributions are only paid upon retirement.
- **Benefits Provided:** Your minimum retirement age depends on your retirement formula: Classic 50 or PEPRA 52. There is no maximum retirement age. Your retirement benefit is based on a retirement formula using your total service credit, your age at retirement, and your highest average annual compensation during any consecutive 12- or 36-month period throughout your career at a CalPERS covered employer. You may have more than one retirement formula based on your membership date, your membership category, and each of the employers you have worked for that contract with CalPERS. For more information, visit www.calpers.ca.gov.
- **Unused Sick Accruals upon Retirement:** The District's CalPERS contract allows you to convert any unused sick leave hours to service credit when you retire. You must retire within 120 days from your last day of employment for this to apply.

For more information refer to the CalPERS website, the CalPERS contract with Joshua Basin Water District, and/or Human Resources.

Social Security

The District participates in Social Security. The District and employees are subject to the benefits and regulations as prescribed by the Social Security Administration.

Tax-Deferred Compensation Program

The District provides the opportunity for all employees to enroll in a payroll tax deferral plan called, "Deferred Compensation 457". All contributions to this plan are made by the employee on a voluntary basis. Contributions are made by payroll deduction. Such amounts deducted are not included currently in your taxable income. Thus, if you elect to participate in this plan and have amounts deducted from your pay, you will see a reduction in salary, but not to the extent of the total amount deducted. You may contribute into the plan the annual maximum allowed by law.

The District may provide contributions towards the 457 plan for eligible employees as set forth in the applicable MOU and/or salary resolution.

E. Worker's Compensation

The District provides workers' compensation coverage. The cost of this coverage is completely paid for by the District. This coverage protects you if you are injured or disabled on the job. It also provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. Compensation payments begin from the first day of your hospitalization or after the third day following the injury if you are not hospitalized.

If you are injured while working, you must immediately report such injuries to your manager, or another manager, regardless of how minor the injury might be. If you have any questions regarding workers' compensation coverage, you should contact the Director of Administration. Workers' Compensation leave will run concurrently with other appropriate leaves such as Family Medical Leave.

Coordination of Benefits

Accrued Sick Leave may be used for the three-day waiting period, and to bring the employee's compensation up to, but not greater than, the employee's regular gross pay, at the discretion of the General Manager. Employees needing follow-up medical appointments will be charged the time off from their accumulated Sick Leave. Any overpayment of benefits will require reimbursement to the District.

Accrual of Leaves Continues and Holidays While on Paid Leave

During the time the employee is in paid status while absent from work by reason of injury or illness covered by Workers' Compensation, they shall continue to accrue sick leave, vacation, other leave benefits, and paid holidays as though they were not on leave of absence.

Unpaid Leave and Continuation of Health Care Benefits

Any employee subject to this Policy who exhausts their sick, vacation, floating holidays, and other accruals while absent from work by reason of an injury or illness covered by Workers' Compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with state and/or federal law.

F. External Employee Training - Training Programs, Seminars, Conferences, Lectures, Workshops, Meetings, etc.

Purpose

The District recognizes the mutual benefits derived from personal growth and increased work competence when employees attend training programs, seminars, conferences, lectures, workshops, cross-training activities, and/or meetings that provide specific training in subjects directly related to District operations or to the employee's position (or one to which he or she may reasonably aspire).

Eligibility - *The eligibility provisions below apply only to non-represented employees, as Tuition Reimbursement for represented employees is outlined in their respective MOU.*

To request attendance for an external event, an employee must have successfully completed probation (unless the training is a job requirement) and not have any disciplinary action within the last 12 months. Department heads may determine that attendance to an external educational event is necessary to the employee's job function, at which time, the Department head, with the General Manager's approval may waive the disciplinary provision.

Procedure - *The procedures and additional requirements below apply to all employees.*

Attendance in external employee training, whether required by the District or requested by individual employees, requires written approval. Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

To obtain approval, a written training request form detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance. Requests must be approved in advance by the employee's supervisor, the Director of Administration, and are subject to budgetary restrictions.

Additional Requirements

- The employee is responsible for registration, arranging transportation and lodging, if needed, and ordering of any necessary materials.
- It is the employee's responsibility to provide your supervisor and the Director of Administration with transcripts/certificates after completion of the training.

Reimbursement for Training Programs, Seminars, Conferences, Lectures, Workshops, Meetings, etc.

For attendance at events required or authorized by the District, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. For more information refer to the staff reimbursement policies and discuss with your supervisor in advance.

NOTE: While the District generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, external education and/or training does not qualify for reimbursement under this policy unless prior written approval is obtained as described previously, even if such sessions generally may lead to improved job performance.

G. Off Duty Education - Tuition Reimbursement

Purpose

The District believes that formal education has a positive impact on an employee's contribution to the District, the District supports self-development and educational efforts by providing reimbursements for many of the expenses associated with continuing education courses.

Eligibility - The eligibility provisions below apply only to non-represented employees, as Tuition Reimbursement for represented employees is outlined in their respective MOU.

Participation in the program is strictly voluntary. Full-time, regular employees are eligible for benefits under this policy. Employees may pursue a degree or take individual courses at approved and accredited educational institutions under this program, provided the course of study is related to the employee's current position or a probable future assignment, and the District approves the course(s). Items that are eligible for reimbursement include tuition, books, required fees, and parking.

Participating employees must have successfully completed probation, not have any disciplinary action within the last 12 months and must be employed at the District during the time the course is started and completed.

The course of study shall not interfere with the employee's performance of his/her employment responsibilities.

All tuition reimbursements received by an employee in the 12 months preceding a voluntary termination of employment will be required to be repaid to the District.

Employee's receiving a federal or state veteran's educational benefit are not eligible for this program.

Procedures - The procedures below apply to all employees.

1. To obtain approval, any employee wishing to apply for tuition reimbursement must submit a District Tuition Reimbursement form before the start of the course. The form will detail all relevant information, including course start and end dates, name of the educational institution, location, cost, anticipated expenses, and the nature, purpose, and justification for attendance.

2. Requests must be approved in advance by the employee's supervisor. The Director of Administration must approve the course of study and related costs before the start of the course based on the availability of funds and the appropriateness of the course content.
3. Once the course is completed, the employee must present evidence of course completion with evidence of the final grade (i.e., transcripts) and supporting expense documentation for all eligible items in which reimbursement is being requested (i.e., receipts for expenditures). Reimbursement requests must be submitted no later than 30 days after completion of the course(s). Reimbursement will not be made on requests submitted more than three (3) months after completion of the course(s).

Reimbursement

Reimbursement benefit caps are as set forth in the applicable MOU and/or salary resolution. The amount of eligible reimbursement shall be determined on the following basis, or equivalent, for the course grade, received:

- Grades "C" or higher and Passes in a pass/fail course(s) = 100% refund subject to budgetary caps.
- Grades below a "C" or a Fail in a pass/fail course will not be eligible for reimbursement.

An annual tuition reimbursement budget may be set by the board each fiscal year. The approved budget will be apportioned in two equal parts for courses completed in the six-month periods between July – December, and January – June. Tuition reimbursement requests will be considered in the order they are received. In the event approved tuition reimbursement requests exceed available budgeted funds, the employee will not be eligible for reimbursement for the expenses that exceed the budget. However, at the discretion of the General Manager, reimbursements may be delayed, and approval of new requests deferred until sufficient funds are available in the next six-month period or the next fiscal year.

NOTE: While the District generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, external education and/or training does not qualify for reimbursement under this policy unless prior written approval is obtained as described previously, even if such sessions generally may lead to improved job performance.

H. Employee Certifications

All full-time, regular employees required by job position to obtain or maintain an operation certificate issued by the California State Water Resources Control Board, or the American Water Works Association, will be reimbursed for the tuition, books, and courses associated with obtaining and maintaining said certificate, in accordance with the Tuition Reimbursement policy.

If the District pre-pays for tuition, books and/or other course required costs, and the employee does not sit for and pass the certification test within three (3) testing cycles, the District may require reimbursement by the employee. Similarly, if the District pre-pays for an employee to attend a certification test preparation class or seminar and the employee's attendance is canceled for personal reasons, the District may require reimbursement by the employee.

The actual cost for the certification will be 100% percent reimbursed by the District. The District will not reimburse for certification tests that an employee does not pass. No late fees will be reimbursed for certifications not renewed in a timely manner.

Employees who do not obtain or maintain certifications required by the position may be subject to disciplinary procedures, up to and including termination.

I. Employee Recognition and Awards Program

Purpose

The District strives to recognize individuals and groups for superior achievements which reinforce the District's goals and objectives for performance improvement and staff development.

Policy

By recognizing the truly significant contributions of its employees, the District endeavors to build and maintain a highly motivated workforce and contribute to employee job satisfaction. Awards are based on budget availability and the final approval of the General Manager. Contingent on availability of funds, the District will administer the Employee Recognition and Awards Program in accordance with the following categories, eligibility requirements, and procedures. A line item in each year's budget will establish maximum annual expenditures, as approved by the Board.

Definition

This policy describes the Employee Recognition and Awards Program. Employees may be recognized for substantial District or job-related contributions in the areas defined below.

Performance Award Categories

The Outstanding Service Award - Recognizes a substantial contribution to the District.

Examples: Performing duties of a substantial nature, often for an extended period; sustained dedication to quality service for internal/external customers; creating efficiencies that save the District's resources; creating effective work procedures that increase overall performance; substantial leadership skills that lead to the success of a major District activity.

The Safety Award - Recognizes when employees go beyond the call of duty to maintain a safe workplace.

Special Achievement Award Categories

The Professional Goal Attainment Award

Recognizes a staff member who has achieved a job-related educational or professional goal such as completing a formal program of study or to earning an industry-recognized certification.

Milestone Anniversary Award

Recognizes the contributions, knowledge, and experience of long-term employees. In appreciation of this dedicated service, the District recognizes employees as they reach milestone anniversaries of employment. Active employees become eligible for this award in the year in which they complete 5, 10, 15, 20, 25, 30, and every five years of service thereafter.

Retirement Award

In appreciation of this dedicated service, the District recognizes employees as they retire. Retirement recognition awards are given upon retirement after completion of 20 years of employment without a break in service.

Eligibility

Performance Award Categories

In order for employees to be eligible for the Performance Award Category, they must have successfully completed probation, must be on active service, and not have had a formal disciplinary action within the preceding 12 months of the award date.

Special Achievement Award Categories

In order for employees to be eligible for the Special Achievement Category, they must have successfully completed probation and must be on active service.

Procedures - Human Resources (HR) oversees the administration of the Employee Recognition and Awards Program. Awards will be presented by the supervisor and the General Manager. Special achievement awards will be presented during a District-wide meeting or event closest to the date of achievement. The General Manager may arrange for a special award presentation. Awards will be documented and placed in the awarded employee's personnel file.

1. The supervisor must complete the award recommendation form and submit it to HR. The supervisor may recommend the award type.

Award Types:

- a. Performance Award Category: May include a certificate, trophy, paid time off, cash award, step increase, and/or another comparable award type.
- b. Special Achievement Category: May include a certificate, trophy, and/or another comparable award type (\$150 max value)

2. Completed forms will be submitted by HR to the General Manager for final approval.
3. After General Manager approval, HR will coordinate the award recognition process.

J. Long Term Disability Insurance (LTD)

The District provides and pays 100% of the premium for long-term disability insurance for regular full-time employees.

1. Eligible Employees: Regular full-time employees.
2. Waiting Period: The employee will be enrolled in the LTD program the first of the month following 30 days of continuous employment.
3. Benefits Provided: Long term disability insurance provides you with income protection if your disability continues beyond the 90-day elimination period. Check the policy for detailed information. Note these benefits are taxable. Any overpayment of benefits will require reimbursement. This long-term disability plan may be restrictive to income from other sources. Check the policy for further information.
4. Benefit Percentage: 60% percentage of a person's income insured for benefit. (Example: Employee earns \$5,000 per month and receives 60% of this amount in a disability benefit \$5,000 x .60% = \$3,000 monthly benefit.)
5. Benefit Period: Most LTD policies pay benefits until normal retirement age-provided the claimant continues to meet the definition of disability.
6. Employee Contribution: None.
7. Employer Contribution: Total cost for the employee.
8. Where to File Claims: As provided by the carrier or see the Director of Administration.

Section 10.1 Paid Leaves

A. Vacation Leave

Vacation Leave

Eligible employees accrue vacation leave while in paid status in accordance with the provisions of the applicable MOU and/or salary resolution.

Limitations on Vacation Leave Accrual

Vacation leave accruals are credited as they are earned each pay period. No employee may accrue more than the equivalent of two times the employee's annual vacation leave accrual rate. When an employee reaches the equivalent of two times their annual vacation accrual rate, they shall cease earning vacation leave until their leave balance falls below the equivalent of two times the employee's annual vacation leave accrual rate. Vacation leave will not accrue during leaves of absence unless required by law.

Scheduling and Use of Vacation Leave

Vacation leave may not be used until it is earned. The employee and their supervisor/manager will schedule the times when an employee may take vacation leave. The scheduling will be based on the employee's preference and the District's operational needs. An employee shall provide a minimum of one week's written advance notice, unless waived by the supervisor, when requesting vacation time off. The District may, at its discretion, require an employee to use accrued vacation.

Accrued vacation leave may be used in a minimum of quarter (1/4) hour increments.

Leave greater than ten (10) days business days must be approved by the General Manager, and upon the discretion of the General Manager, may need to be requested under the Leave of Absence policy.

Compensation In-Lieu of Vacation

Although all employees are encouraged to use their accrued vacation, an employee may be granted compensation in lieu of vacation at full pay with the approval of the General Manager.

All of the following terms must be satisfied in order to qualify for compensation in lieu:

- Compensation in lieu may be granted one (1) time per calendar year. Under special circumstances such as an unforeseen emergency, a second request in a calendar year may be granted, with approval from the General Manager. No more than two (2) per calendar year is permitted.
- The employee must have taken forty (40) hours paid vacation within the preceding twelve months of the request; and
- At least forty (40) hours of vacation accruals remain in the employee's vacation account balance after the compensation in lieu is deducted from the accrual balance.

Approved compensation-lieu hours will be deducted from the employee's vacation accruals.

Unused Vacation Leave Upon Separation

Any employee separating from the District who has accrued vacation leave shall be paid for all accrued vacation at their rate of pay at the time of separation

B. Holidays

Regular Employees are eligible to receive holiday pay for beginning after their 1st day of employment.

- New Year's Day (January 1)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve (December 31)
- Three (3) Floating Holidays (Discretion of Employee)

If a holiday falls on a Sunday, the Monday following shall be treated as the holiday. If a holiday falls on a Friday or Saturday, the preceding workday shall be treated as the holiday.

Holiday Pay Eligibility

To be eligible for holiday pay, the employee must be a Regular Employee who is scheduled to work on the day on which the holiday is observed. The regular employee shall be paid the number of hours the employee was scheduled to work had it not been a holiday.

Full-Time Regular Employee Example: A regular employee is scheduled to work ten (10) hours on the observed holiday will receive ten (10) hours of holiday pay, or the employee is scheduled to work eight (8) hours on the observed holiday will receive eight (8) hours of holiday pay.

Part-time Regular Employees who are regularly scheduled to work on a holiday shall receive holiday pay or floating holiday pay on a pro-rated basis by comparing their regularly-scheduled hours to a full-time (40 hour) per week schedule. For example, if a part-time regular employee is regularly scheduled five (5) hours per day Monday – Thursday (twenty 20 hours per week), the employee would be entitled to receive five (5) hours of paid holiday time for an observed holiday, or fifteen (15) hours of floating holiday time per calendar year.

Effect of Holiday on Vacation Leave

If one or more holidays fall within an approved vacation leave, such holiday shall not be charged as vacation leave.

Floating Holidays

Regular Employees who are entitled to holidays receive three (3) floating holidays per calendar year. Floating holidays must be used during the calendar year they are granted. Floating holiday time does not carry-over. Any floating holiday time not used within the calendar year will be cashed out in January of the following year.

Floating Holidays may be used in a minimum of quarter (1/4) hour increments. Floating Holidays may be taken at the discretion of the employee, but he/she must have the prior approval of the supervisor, subject to the same criteria used to approve other accrued time-off requests.

New Regular full-time and part-time employees whose date of hire is on or before June 30 shall accrue three (3) floating holidays for that calendar year. New Regular full-time and part-time employees whose date of hire is on or after July 1 shall accrue 1-1/2 floating holidays in their first calendar year, and three (3) floating holidays in the following calendar year and thereafter.

"In Lieu Of" Holidays

Employees who participate in an alternative workweek schedule may be entitled to take an "in lieu of" holiday, if a paid holiday falls on or is observed on a day that is an employee's regular day off (RDO). In all cases, the employee's supervisor must approve and track the "in lieu of" holiday arrangement.

The "in lieu of" holiday is administered the following ways:

- For overtime-eligible employees, the "in lieu of" holiday must be taken within the same workweek as the observed paid holiday and must be approved by the employee's supervisor.
- For FLSA exempt employees, the "in lieu of" holiday should be taken within the same pay period as the paid holiday. Under special circumstances, overtime-exempt employees may be given permission by their supervisor to take the "in lieu of" holiday during the pay period directly preceding or succeeding the holiday. Note- the RDO remains the same for timekeeping purposes, it is the holiday that moves creating the "in lieu of" holiday.

C. Sick Leave

Purpose

The District recognizes that employees will need days off from work from time to time to address their medical needs, the medical needs of a family member, or reasons permitted by law.

Purposes for Sick Leave

Sick leave is paid leave from work that can be used for the following purposes:

- The diagnosis, care or treatment (including preventive treatment) of an existing health condition for the employee or the employee's family members to include:
 - A child (regardless of age), including a biological, adopted or foster child; legal ward; or a child to whom the employee stands in loco parentis; a biological, adoptive or foster parent; stepparent; legal guardian of an employee; the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; and a sibling.
- An employee who is a victim of domestic violence, sexual assault, or stalking to:
 - i.) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii.) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Sick Leave Accrual Rates & Terms

Accrual & Carryover rules for Different Categories of Employees:

- Regular full-time employees accrue eight (8) hours of sick leave for each calendar month of paid status (3.69 hours accrued each pay period). Accrued sick leave carries over from year to year. No accrual limit applies.
- Part-time or temporary employees are provided a lump sum of twenty-four (24) hours of sick

leave at their date of hire and each year thereafter on their anniversary date. Unused sick leave does not carry over to subsequent years.

Sick Leave Use

Sick leave provided by the District is available for use upon hire. Sick leave may not be used until it is earned. Accrued sick leave may be used in a minimum of quarter (1/4) hour increments.

Sick Leave Request:

To request to use sick leave if the need for leave is foreseeable, an employee must give the supervisor/manager reasonable advance notice. If the need for sick leave is not foreseeable, the employee shall provide notice of the need for the leave as soon as practicable.

If the employee is to be absent on sick leave for more than one day, the employee must keep their supervisor/manager informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this policy without good reason may result in the employee being treated as absent without leave.

Certification

A certificate from a health care provider may be required, by the District, for any sick leave in excess of three (3) working days. The certificate shall cover all days for which sick leave is taken. The District may require additional certificates for longer periods of absence, or for repeated absences, as determined at the discretion of the General Manager.

The District may require employees to provide a physician's certification to support any absence that involves the illness of the employee or their family member if the District suspects that there is an abuse of sick leave by the employee.

All employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

Sick Leave on Separation from Employment

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits only as may be permitted under applicable retirement system laws and regulations.

Leave Use more than ten (10) Business Days

Absences greater than ten (10) business days must be requested under the Leave of Absence Policy.

Sick Leave Reinstatement:

If an employee separates and is rehired within one year from separation, may have unused accrued sick leave reinstated, up to a maximum 40 hours.

D. Administrative/Management Leave

Employees who are exempt from FLSA overtime will receive forty (40) hours paid administrative/management leave each calendar year. Additional leave may be authorized by the General Manager or District Board. Administrative/Management leave must be used during the calendar year in which it is received as it does not carry-over to the subsequent year. Unused administrative/management leave will be paid out in January of the following year. Newly hired or newly promoted employees who are exempt from FLSA overtime will receive a prorated amount of

administrative/management leave for the year in which they are hired.

E. Jury and Witness Duty Leave

Purpose

The District encourages all employees to accept their civic responsibilities and supports employees in the performance of these duties. The District provides leave to eligible employees who are called to serve as jurors or who are summoned to appear as witnesses in a judicial proceeding, pursuant to a subpoena or other court order.

Eligibility

All employees shall notify the District as soon as practicable of the need for leave under this policy when they are called to jury service or summoned to witness duty, including providing appropriate documentation.

Pay

Regular full-time employees are eligible to receive their regular pay for time served on a jury or to appear as a witness in a judicial proceeding. Part-time and temporary employees will be excused from work serve jury duty or to appear as a witness in judicial proceedings, however, they are not eligible to receive their regular pay.

Procedures

Employees requesting leave under this policy should comply with the following requirements:

- On receiving a jury summons, subpoena or other court order requiring an appearance in a judicial proceeding as a witness, the employee should notify their supervisor/manager. Employees must submit appropriate documentation, including a copy of the jury summons, subpoena or other court order with a completed Time Off Request form as soon as practicable.
- Employees must report for work during their regularly scheduled work shift when they are relieved from jury duty.
- The employee must surrender the jury pay to the District, independent of any mileage reimbursement if the employee's personal vehicle is used. If a District vehicle is used, the mileage reimbursement will be surrendered to the District.

F. Bereavement Leave

Objective

The Bereavement Leave Policy establishes uniform guidelines for providing paid time off to employees for absences related to the death of immediate family members.

Eligibility

Active regular full-time employees are eligible for benefits under this policy.

Procedures

A regular full-time employee who wishes to take time off due to the death of an immediate family member should notify their supervisor/manager as soon as possible. If an employee leaves work early on the day, they are notified of the death, that day will not count as bereavement leave.

In addition to bereavement leave, an employee may, with their supervisor's approval, use available accruals from vacation, floating holiday, or administrative leave (if applicable) for additional approved time off as necessary. Employees may be required to provide documentation with regard to their bereavement leave.

Bereavement pay is calculated based on the base pay rate at the time of absence for the hours the employee was normally scheduled to work.

Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed up to four (4) working days off from regularly scheduled duty with regular pay.
- Employees are allowed up to four (4) hours of bereavement leave to attend the funeral of a fellow employee or board member provided such absence from duty will not interfere with normal operations of the District.

"Immediate family" consists of the following: employee's spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a domestic partner.

Under special circumstances, the General Manager may authorize bereavement time for the death of an individual not specified as an employee's immediate family member, as herein defined.

G. Military Leave - Regular Employee

Military leave will be granted in accordance with the provisions of state and federal law. Military orders must be presented to your immediate manager and arrangements for leave made as early as possible before departure.

Regular full-time employees on temporary military leaves of absence will be paid their normal wages for up to ten (10) working days per calendar year.

Should you either voluntarily or involuntarily leave your employment to serve in the armed services, you shall be entitled to reinstatement according to State and Federal law in effect at the time of your release from active service.

H. Inclement Weather

In the event the General Manager deems it necessary to close the District due to inclement weather, department heads will be phoned, and they will contact employees. You should make the effort to come into work unless you are notified otherwise. If you are unable to do so, you need contact your supervisor/manager, or department head.

If the District is officially closed through a management decision, you will be paid for the day with no effect on your paid time off. If, however, the District is not closed and you do not come to work, you shall be required to use your available paid leaves (other than sick leave) or make other arrangements with your supervisor/manager.

I. Time Off to Vote

Any employee, if he or she does not have sufficient time outside of working hours to vote, may request up to two hours of paid leave either at the beginning or end of scheduled working hours to enable him or her to vote. The employee must request time off to vote from his or her supervisor at least two days prior to election day.

J. Organ or Bone Marrow Leave (Statutory)

Purpose

The District provides eligible employees up to 30 days in a 12-month period of paid leave to donate an organ to another person, and up to five days in a 12-month period of paid leave to donate bone marrow to another person.

Eligibility

To be eligible, employees must have been employed with the District for 90 days immediately preceding the commencement of leave. Additionally, the District may require written certification that the employee is a bone marrow or organ donor and that the procedure is medically necessary.

Employees will be required to use up to two (2) weeks of their earned accruals for leave to donate an organ, and up to five (5) days of their earned accruals for leave under this policy to donate bone marrow.

Procedures

Employees requesting leave under this policy should comply with the following requirements:

1. Employees should request leave under this policy with as much advanced notice as practicable.
2. In support of their request for leave under this policy, employees should complete a leave request form and provide Human Resources with appropriate written certification that they are an organ or bone marrow donor and that there is a medical necessity for the donation.
3. During leave under this policy, the District will maintain coverage for employees and their family members who participate in the District's group health plan on the same terms as if the employees had continued to work. If applicable, employees should make arrangements to pay their share of health plan premiums while on leave. In some instances, the District may recover premiums it paid to maintain health coverage or other benefits for employees and their families. Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the leave. Employees should consult the applicable plan document for all information regarding eligibility, coverage, and benefits.
4. Upon returning from leave under this policy, employees will typically be restored to their positions, or to equivalent positions, with equivalent pay, benefits, and other employment terms and conditions.

Employees with questions regarding this policy should contact Human Resources.

K. Paid Administrative Leave

The District has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the General Manager has determined that the employee's and/or District best interests warrant the leave. The employee does not have the right to appeal the decision to be placed on administrative leave with pay.

Section 10.2 Leave of Absence Policies (LOA)

A. Leave of Absence Rules

Leave of Absence

Several types of non-statutory unpaid leaves of absence are available to eligible employees under the Districts' policies. The types of leaves that are available include family and medical leave (FML), pregnancy disability leave (PDL), personal, and military.

Summary of Rules

A summary of the rules and restrictions applicable to all unpaid leaves of absence is provided below:

1. Absences of more than ten (10) business days must be requested under the Leave of Absence policy. An exception may be made if the requested time off is for leave (other than sick leave), is in excess of ten (10) business days, but less than twenty (20) business days, with the approval of the General Manager.
2. All Leave of Absences in this section are considered "unpaid/inactive status," regardless if wage replacement is utilized.
3. Unpaid/Inactive status: You may be eligible to use your earned accruals for wage replacement (i.e., use of sick, vacation, or other earned accruals) during the leave of absence, however, utilizing accruals during a leave of absence does not change the status of the leave from Unpaid/Inactive to Paid/Active.
4. Accruals: All accruals including sick, vacation, floating holiday, administrative, etc. will not accrue for the period of the leave of absence.
5. Holiday Pay: If a paid holiday falls during the period you are on leave of absence, you will not be eligible for the holiday pay.
6. Reminder: The period that you are on a leave of absence, even if wage replacement is utilized, is not considered time worked for purposes of calculating overtime, earning accruals, receiving paid holidays, or other paid status benefits. When you return from a leave of absence, the eligibility and accrual dates will be adjusted forward to reflect the period of the leave. An exception would be if the time off is forty (40) hours or less during the two-week pay period.
7. Health Insurance: You will be required to pay for the entire cost of group health insurance for the period of any FML or any statutory leave of absence beyond the end of the third calendar month following the month in which the leave begins. You will be required to pay for the entire cost of group health insurance for any personal leave of absence for the entire period of the personal leave beyond the end of the calendar month in which the leave begins. For employee's who have exceeded the District's group health maintenance period and for personal leave of absences, employee's will be offered COBRA to continue their group health insurance. COBRA is at 102% cost to the employee. For a personal leave of absence, you must arrange for all necessary payments with the Financial Department before your leave commences.
8. Disability Insurance, SDI, etc.: If the employee is receiving benefits from a paid disability plans such as Worker's Compensation, State Disability (SDI), or supplemental disability insurance, the employee must notify the District of the award date, amount of benefit received, and any changes that may occur during the leave. If the employee uses their accruals to supplement partial wage replacement benefits, they must not receive more than he/she would normally earn at work.
9. Returning From Leave of Absence: When you are placed on pregnancy disability, family or military leaves of absence, the District guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless it would substantially undermine the

District's authority to operate the business safely and efficiently.

10. **Personal Leave:** When you are placed on a personal leave of absence, an effort will be made to hold your position open for the period of the approved leave. However, the District will not guarantee reinstatement after a personal leave of absence.
11. The District will attempt to reasonably accommodate employees who are released for partial or modified duty by their treating physician.

Misrepresentations: Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

B. Family and Medical Leave (FML)

Employers with 50 or more employees within a 75-mile radius are statutorily required to offer FMLA/CFRA. The District is not statutorily required offer leave benefits under FMLA/CFRA.

Purpose

The District generously offers this discretionary FML benefit to its employees, though not required to do so. The purpose of the FML is to provide you with the right to take time off from work to bond with a child, to care for a family member, or to recover from a serious illness without jeopardizing your job.

Eligibility

A Regular Employee is eligible for FML if the employee:

- worked for the District for at least 12 months; and
- worked at least 1,250 hours in the past 12 months.

Amount of Leave

12 weeks / 60 days / 480 hours of non-statutory unpaid leave in a 12-month period for family care responsibilities and for the employee's own serious medical condition.

Calculating the 12-month period

The 12-month period is measured rolling-forward from the date the leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. Under most circumstances, leave under federal and state law will run concurrently (at the same time) and the eligible employee will be entitled to a total of 12 weeks of FML in the designated 12-month period. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

Procedures

Requested leaves must be submitted before the leave begins. See the Director of Administration for appropriate forms and specific information. When leaves are foreseeable, the employee must provide at least 30 days advance notice. If the leave is not foreseeable, the employee must provide notice as soon as practicable.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify

the District at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operation of the District. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse. If the employee cannot provide 30 days' notice, the District must be informed as soon as is practical.

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

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, or parent-in-law who has a serious health condition;
- For a serious health condition that makes the employee unable to perform his or her job;
- For any "qualifying exigency" (defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; or
- An employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member.

Leave for Employee's Own Health Condition

Reasons for leave may involve the following:

- "Inpatient care" of at least one day
- Period of incapacity of more than three days, followed by treatment by a healthcare provider
- Treatment of chronic condition
- Treatment for substance abuse
- Pregnancy-related treatment

If the FML request is made because of the employee's own serious health condition, the District may require, at its expense, a second opinion from a health care provider that the District chooses.

If the second opinion differs from the first opinion, the District may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the District and the employee.

The District requires the employee to provide certification within fifteen (15) days of any request for FML, unless it is not practicable to do so. The District may require recertification from the health care provider if additional leave is required. (For example, if an employee needs two weeks of FML, but following the two weeks needs intermittent leave, a new medical certification may be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for FML, the District may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FML.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification for the health care provider stating;

- Date of commencement of the serious health condition;
- Probable duration of the condition, and
- Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The District will require certification by the employee's health care provider that the employee is fit to return to his or her job. The physician must stipulate whether employee can perform essential functions with or without accommodation. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

Leave to Care for a Family Member

If the leave is needed to care for your sick child, spouse, parent, grandparent, grandchild (18 years old or younger unless a legally dependent adult grandchild), sibling, or parent-in-law, the employee must provide a certification from the health care provider stating:

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

Spouses Both Employed by the District

When both parents are employed by the District and request simultaneous leave for the birth or placement for adoption or foster care for a child, the District will not grant more than a total of 12 workweeks combined FML leave for this reason.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

Use of Accrued Leave

- If the employee is on FML for the employee's own or serious medical condition or to care for family members serious medical condition, the employee shall use sick leave. If the sick leave is exhausted, the employee shall use vacation, floating holiday, or other accrued leaves. (check this for legality)
- If the employee is receiving benefits from a paid disability plan such as Worker's Compensation, State Disability (SDI), or supplemental disability insurance, the employee shall use sick leave to supplement any wage replacement benefits. If the sick leave is exhausted, the employee shall use vacation, floating holiday, or other accrued leaves to supplement any wage replacement benefits. All wage replacement benefits used shall not exceed 100% of what the employee would normally earn at work.

- All requests for wage replacement must be made in writing (email is acceptable) to the Director of Administration before the close of the relevant pay period(s). If such request is not received timely, the District will use first use floating holiday, administrative/management leave (if applicable), and then vacation accruals.

Maintenance of Health Benefits

The District will maintain coverage under any group health benefit plans for the duration of the leave (for a maximum period of three (3) calendar months following the month in which the leave begins) on the same terms as if he or she had continued to work. Employees that normally receive cashback from the difference in health benefit premiums from the Cafeteria Plan, will not receive the cashback during FML leave.

For any benefit plan costs in excess of the District's health benefits contribution, the employee must continue to make any normal contributions to the cost of the health insurance premiums. Payment contributions can be made through payroll deduction or by direct payment to the District. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. Depending on the particular plan, the District will inform the employee whether the premiums should be paid directly to the carrier or to the District.

In some instances, the District may recover premiums it paid to maintain health coverage or other benefits for employees and their families. If the employee fails to return to work after the leave; the reason for the failure to return is something other than the continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.

Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy.

Reinstatement for employees on FML

The District guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless granting such leave would substantially undermine the District's ability to operate the business safely and efficiently. Employees on FML will be credited with all service prior to the commencement of their disability, but not for the period of their disability.

An employee who returns to work for at least 30 days is considered to have "returned to work."

C. Pregnancy Disability Leave (Statutory)

Purpose

The District provides female employees with job-protected unpaid leave, up to four months, for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth).

Eligibility

All employees who experience disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth) may request leave or a reasonable accommodation under this policy.

Amount of Leave

For the purposes of leave under this policy, "four months" mean the number of days the employee would normally work within four calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

Employees who take time off for pregnancy disability leave and who are eligible for FML will also be placed on FML that runs at the same time as their pregnancy disability leave.

Procedure

- **Request PDL:** you must notify your manager and the Director of Administration as soon as possible, at least 30 days in advance if foreseeable. The written notice should specify the commencement date of the leave, the expected duration of the leave, and be accompanied by a signed physician's certification statement. The District has ten calendar days to respond to the request. The Director of Administration will provide appropriate paperwork that coincides with FML.
- **Certification:** The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: 1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave.

Use of Accrued Leave

An employee who is granted a PDL is required to utilize accrued sick leave concurrently with the leave taken under this policy. If sick leave has been exhausted, the employee may request use of vacation, floating holidays, or other earned accruals.

If SDI benefits have begun, the employee may choose to supplement those benefits with accrued paid sick leave. For any portion of the leave that occurs after all sick leave benefits have been exhausted, the employee may choose to use other accrued leaves such as vacation or floating holidays. The employee is responsible to inform the District of which leaves they choose to use.

Use of wage replacement accruals and SDI benefits combined may not exceed 100% of regular pay.

All requests for wage replacement must be made in writing (email is acceptable) to the Director of Administration before the close of the relevant pay period(s).

Maintenance of Health Benefits

The District will maintain coverage under any group health benefit plans for the duration of the leave (maximum of 17 1/3 weeks for PDL) on the same terms as if he or she had continued to work.

Employees that normally receive cashback from the difference in health benefit premiums from the Cafeteria Plan, will not receive the cashback during FML leave.

For any benefit plan costs in excess of the District's health benefits contribution, the employee must continue to make any normal contributions to the cost of the health insurance premiums. Payment contributions can be made through payroll deduction or by direct payment to the District. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

Depending on the particular plan, the District will inform the employee whether the premiums should be paid directly to the carrier or to the District.

In some instances, the District may recover premiums it paid to maintain health coverage or other benefits for employees and their families. If the employee fails to return to work after the leave; the reason for the failure to return is something other than the continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.

Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy.

Reinstatement For employees on PDL

The District guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless granting such leave would substantially undermine the District's ability to operate the business safely and efficiently. Employees on PDL will be credited with all service prior to the commencement of their disability, but not for the period of their disability.

An employee who returns to work for at least 30 days is considered to have "returned to work."

D. New Parent Leave Act (Statutory)

Purpose

An eligible employee can take NPLA to bond with a new child within one year of the child's birth, adoption or foster care placement.

Eligibility

An employee is eligible for NPLA if the employee:

- worked for the District for at least 12 months; and
- worked at least 1,250 hours in the past 12 months.

Amount of Leave

12 work weeks

Procedure

- You must notify your manager and the Director of Administration as soon as possible, at least 30 days in advance if foreseeable. The written notice should specify the commencement date of the leave, the expected duration of the leave, and the expected return date. The District has ten calendar days to respond to the request.

Use of Accrued Leave

This leave is unpaid. The employee can choose to use accrued sick, vacation, floating holidays, or other earned leave, if desired.

All requests for wage replacement must be made in writing (email is acceptable) to the Director of Administration before the close of the relevant pay period(s).

Maintenance of Health Benefits

The District will maintain coverage under any group health benefit plans for the duration of the leave (for a maximum period of three (3) calendar months following the month in which the leave begins) on the same terms as if he or she had continued to work. Employees that normally receive cashback from the difference in health benefit premiums from the Cafeteria Plan, will not receive the cashback during NPLA leave.

For any benefit plan costs in excess of the District's health benefits contribution, the employee must continue to make any normal contributions to the cost of the health insurance premiums. Payment contributions can be made through payroll deduction or by direct payment to the District. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. Depending on the particular plan, the District will inform the employee whether the premiums should be paid directly to the carrier or to the District.

In some instances, the District may recover premiums it paid to maintain health coverage or other benefits for employees and their families. If the employee fails to return to work after the leave; the reason for the failure to return is something other than the continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.

Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy.

Reinstatement

For employees on NPLA the District guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless granting such leave would substantially undermine the District's ability to operate the business safely and efficiently. Employees on NPLA will be credited with all service prior to the commencement of their leave, but not for the period of the leave.

An employee who returns to work for at least 30 days is considered to have "returned to work."

E. Military Spouse Leave (Statutory)

Regular Employees that work more than 20 hours per week and have a spouse in the Armed Forces, National Guard, or Reserves that have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from military deployment. Employees must request this leave in writing to the Director of Administration within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment. At the employee's request, they may use accrued paid leaves, other than sick leave.

F. School Activity Leave (Statutory)

School or Licensed Day Care Activity Leave

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed childcare facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed childcare facility; find, enroll, or re-enroll a child in a school or with a licensed childcare provider; or to

pick up a child due to a childcare provider or school emergency. The employee must provide reasonable advance notice to his/her supervisor of the planned absence. The employee must provide documentation from the school or licensed childcare facility as verification that the employee participated in school or childcare facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the District at the same District work site, only the first parent requesting will be entitled to leave under this provision.

Child Suspension Leave

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to his or her supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

School activity leave is unpaid unless the employee uses paid leave other than sick leave.

G. Victim of Crime Leave (Statutory)

In accordance with state law, an employee who is a victim crime as defined in California Labor Code is entitled to take time off from work to seek relief (such as a temporary restraining order) or other assistance to help safeguard the health, safety, or welfare of the employee, and/or immediate family member including their spouse, child, sibling, or parent. The employee must provide reasonable advance notice of the intent to take leave for this reason (unless advance notice is not feasible), and the employee must provide a copy of the notice for each scheduled proceeding. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave.

H. Personal Leave of Absence

General

Employees who have been continuously employed with the District for at least one (1) year, may, due to special circumstances, request a personal leave of absence without pay, for a reasonable period of time up to forty-five (45) calendar days. Requests for leaves of absence will be considered on the basis of length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact on the District.

Requests

A request must be submitted in writing and be approved in writing by the General Manager before leave begins. A request for an extension of a leave of absence must be submitted in writing and approved in writing by the General Manager before the extended period begins. It is your responsibility to report to work at the end of the approved leave. If you fail to report to work on the day after your leave expires, you will be considered to have voluntarily resigned.

Status of Employee Benefits During A Personal Leave:

The District does not pay for group insurance premiums during any portion of a nonstatutory, unpaid leave of absence beyond the end of the month in which the leave begins. Accordingly, the premiums beyond that point for such coverage are your complete responsibility and offered through COBRA. In order to keep the insurance in force, premiums for the period of the leave must be paid according to the schedule outlined in the COBRA notification form.

Use of Accrued Leave

An employee who is granted a Personal Leave of Absence is required to utilize accrued paid accruals (wage replacement) concurrently with the leave taken under this policy. Use of sick leave accruals will only be authorized if the personal leave of absence is for the employee's own serious health condition or to care for their family member as described in the FML policy.

All requests for wage replacement must be made in writing (email is acceptable) to the Director of Administration before the close of the relevant pay period(s). If such request is not received timely, the District will first use floating holiday, administrative/management leave (if applicable), and then vacation accruals.

A Personal Leave of Absences is considered unpaid, regardless if wage replacement is utilized. All insurance and retirement benefits, sick leave, and vacation credits will not accrue for the period of the leave.

I. Reinstatement

Under most circumstances, upon return from FML, PDL, NPLA, Military leave, an employee will be reinstated to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave.

For example, if an employee on FML would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and the no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FML will not result in the loss of any employment benefit that the employee earned before using FML.

J. Carryover

Leave granted under any of the reasons provided by FML and/or NPLA will be considered as part of the 12-workweek entitlement in a 12-month period; PDL provides a 17 1/3 workweek (693 hours) entitlement in a 12-month period. The period is measured forward from the date any employees first leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

K. Fit-for-Duty Exam

If leave taken was for the employee's own serious health condition, and the employee's health care provider imposed certain job restrictions on a return to work notice (i.e. ability to lift a certain amount of weight), the employee may be required to submit for a fitness-for-duty exam before an employee returns to work. This exam is intended to ensure the employee is safely able to return to work.

L. Catastrophic Leave Donation Policy

Policy

Employees may contribute a portion of their accrued sick leave to another employee when such employee or their immediate family member has suffered a catastrophic injury or illness.

Eligibility

This policy applies to all regular full-time and part-time employees of the District. This program does not apply to temporary employees or elected officials.

Procedure

For such a contribution to take place the following conditions shall apply:

Recipient Employee

- The recipient's own leave accruals must be exhausted first in order to be eligible for catastrophic leave wage replacement;
- Catastrophic leave is subject to the availability of the funds available within the bank;
- Catastrophic leave cannot be used with any leave in conjunction with Workers' Compensation;
- Catastrophic leave must be used in conjunction with the leaves the recipient is qualified for under the Leave of Absence policies.

Contributing Employees

- Donations to the bank may not drop the donor's remaining accrued balances below forty (40) hours for vacation or eighty (80) sick leave. Any leave that is donated is irrevocable;
- Donations must be made in whole hour increments, with two (2) hours being the minimum donation from any employee;
- The contribution will be based on the contributing employee's dollar value which will be adjusted proportionally to the receiving employee's rate;
- Donations that are not used will remain in the Catastrophic Leave Sharing Bank for future requests.

Section 11. Safety and Health

A. Safe Workplace Policies

Illness Injury Prevention Program (IIPP)

The District greatly values the safety and health of all of its employees and is committed to providing a safe and healthful workplace. This will be accomplished through the establishment, implementation, and maintenance of an effective Injury & Illness Prevention Program (IIPP). Please refer to the District's IIPP or talk to your supervisor for more information.

Heat Illness Prevention Program (HIPP)

The District greatly values employee health and safety. Employees who work outside are be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors/managers are trained in the recognition and prevention of heat illness. Employees who work outside are encouraged to frequently drink water. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time. Please refer to the District's HIPP or talk to your supervisor for more information.

Ergonomics

The District encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. It is our intention to reduce exposure to ergonomic hazards through modifications to equipment and process and employee training. Any necessary, reasonable adjustments to minimize workplace repetitive motion injuries will be considered and made. If you require any adjustments or have any concerns or questions about ergonomics, be sure to discuss the matter with your supervisor/manager or the Director of Administration.

B. Return to Work

In an effort to minimize serious disability due to on-the-job and off-the-job injuries and illnesses and to reduce workers' compensation costs (if applicable), the District has developed a Return-to-Work program.

This policy is consistent with the District's responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities. Managers will assist by directing the employee to appropriate care and assisting in proper reporting of the injury or illness while maintaining a positive and constant flow of communication with the injured worker. They will also assist in arranging work which meets "light duty" restrictions, as needed, to reduce lost time. The District management staff will work with the workers' compensation carrier (if applicable) and the physician to assist with the assessment of the employee's ability to return to work. Together they will actively encourage the treating physician to release the injured worker to work as soon as possible.

By this joint effort, the District will help the injured/ill worker recover at a more rapid rate, gain production for wages paid, minimize the employees' wage loss, and reduce workers' compensation costs.

C. Security

Security

Security is important to everyone. You are asked not to discuss District security, security services, security devices, or protective measures with any individual not employed by the District. Additionally, neither the District nor its insurance carriers take any liability for your personal belongings. You are encouraged to secure personal belongings to the best of your ability. The building is secured with electronic security keypads for access before and after hours. You will be given a confidential code, not to be shared with anyone. Since the District retains the right to search its property or facilities at any time (including employee-assigned desks, files and computer systems), if you have anything of a private nature that you wish not to be subjected to discovery during such searches, these items should be kept in your personal briefcase, purse, or lunch bag.

Awareness & Notification

Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to your supervisor/manager or law enforcement when necessary. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around your workstation that may be accessible. The security of facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual to potential security risks. You are required to immediately notify your supervisor/manager when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing. Do not share passwords, security codes, or other security information with anyone other than the District assigned IT personnel.

The Districts' workplace security program is described in detail in the Illness and Injury Prevention Program (IIPP).

Bomb Threats and/or Threatening Calls

Should you receive a threatening phone call, remain calm and try to write down the exact wording of the emergency/threat. Be sure to notify a manager immediately, and if appropriate, phone 9-1-1. Follow the procedures outlined in the District Emergency Response Plan (ERP).

D. Disaster Service Worker

Purpose

All regular District employees are designated by law as "Disaster Service Workers" ("DSW"). In the event of a declaration of emergency, any employee of the District may be assigned to perform activities either within or outside their regular scope of duties for the purpose of promoting the protection of public health and safety or the preservation of life and property.

All District employees performing duties as a DSW shall be considered to be acting within the scope of disaster service duties while assisting any unit of the organization or performing any act contributing to the protection of life or property or mitigating the effects of an emergency.

Response

What to do in an Emergency

If you are at work:

During a declared emergency while at work, report immediately to your supervisor/manager, or department head and follow instructions pursuant to the District's disaster plan.

If you are at home:

During a declared emergency while you are at home, first ensure the safety of yourself and your family, then call your respective supervisor. If you cannot get in contact with your supervisor/manager, contact a department head or the General Manager for instructions. If phone lines and other communication methods are down for more than one (1) hours following a major disaster, immediately report to the District's EOC.

E. Driving on the Job

Purpose

The District maintains a Driving Record Review Program. As part of this program, it has enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program. This is a free service for public agencies that provides driver record reports on employees, applicants, temporary employees, and volunteers.

Policy

Driving on the Job

Those who operate vehicles (District or personal) on District business shall possess and maintain a valid California driver's license.

Those who operate vehicles (District or personal) on District business shall comply with all District rules and traffic laws regarding the operation of motor vehicles; including that all vehicle occupants wear their seat belts.

Those individuals without a valid driver's license will not be allowed to operate a District vehicle or drive on District business.

Driving Records

Pull Notice driving records are reviewed at least annually for all those who operate vehicles (District or personal) on District business.

Infraction(s) indicated on the driving record will be reviewed using the following factors: the nature and gravity of the offense; the time since the conviction; and the nature of the job position. If the individual poses an unreasonable risk to the District, its employees, or its customers and vendors driving privileges may be revoked. If driving is an essential job function of the position, and the employee cannot be reasonably accommodated, this may result in disciplinary action up to and including termination.

If the employee's license is suspended or revoked, and driving is an essential job function of the position, and the employee cannot be reasonably accommodated, may result in disciplinary action up to and including termination.

Cellular Phone or Device Safety

The use of cellular phones while driving on District business is considered a dangerous distraction and is prohibited. If your job requires you to keep your cell phone turned on while driving, you must safely pull off the road and stop before conducting business. Under no circumstances may a driver initiate or answer a cellular phone call or text message while driving a vehicle on District time.

Traffic Violations

If an employee receives a traffic violation while operating a District vehicle or while driving a personal vehicle on District business, they must report it to the Director of Administration no later than the next regularly scheduled working day. Employees will be personally responsible for any traffic citation incurred with the exception of citations issued for faulty District equipment, any other "fix it" ticket beyond the employee's control such as improper District vehicle maintenance, or any other employer caused citation.

Accidents

If an accident should occur while operating a District vehicle or while driving a personal vehicle on District business, the employee must stay with at the scene (unless it is unsafe to do so, such as the employee is injured and needs medical attention) until a traffic accident report is prepared by the local law enforcement agency. The accident must be brought to the attention of the General Manager as soon as practicable.

If law enforcement determines a report is not required, the employee shall collect information from the involved parties including but not limited to insurance documentation, driver's license information, names and contact information of all parties involved, including witnesses at the scene.

F. District Uniforms

Mandatory District Uniforms

All field employees are required to wear District-provided uniforms. The purpose of the uniform is to both protect the employee and present an identifiable, professional, and neat image to the public. Uniforms are provided to all field employees and the value thereof will be allocated to employee earnings for applicable CalPERS and taxation purposes, in accordance with State and Federal law. The value of uniforms is as set forth in the applicable MOU and/or salary resolution.

Uniforms shall be worn during working hours in accordance with the following:

1. **Pants** - Eight pairs of uniform pants are provided by the District annually.
2. **Shirts** - Twelve uniform shirts are provided by the District annually. Shirts are an identifiable part of the uniform and must be worn during your paid working hours. District logos shall be on all uniform shirts.
3. **Jackets** - Approved lightweight and heavy jackets will be provided and shall be worn when an employee chooses to wear something that covers his/her approved shirt. If heavier gear than that provided by the District is required for severe weather conditions, employees may provide their own jackets with supervisor approval.
4. **Hats** - The District will provide uniform hats for field personnel. Wearing a hat is strongly recommended especially to help prevent heat illness-related issues. However, hats are not required.

Uniforms should be purchased each year in July. The provision for uniforms is not a clothing allowance to be used at the employee's discretion. Supervisors/managers will ensure uniform purchases do not exceed the annual approved budget without prior approval from the General Manager. Uniforms are to be returned as part of the exit process when the employee separates from employment.

Uniform Standards

It is the employee's responsibility to launder, maintain, and ensure that the condition and appearance of the uniforms are free from excessive fading, stains, holes, or unkempt appearance.

Additional uniforms may be provided during the year (at the discretion of the supervisor) if the uniforms have sustained excess wear and tear due to variations in job functions. It is the employee's responsibility to wear proper PPE to ensure safety and to avoid prematurely damaging District provided uniforms. It is the employee's responsibility to inform their supervisor should replacements be needed.

District provided uniforms are not to be worn outside paid working hours except while traveling to and from work. The running of basic errands after work before going home shall not be a violation of this policy (basic errands do not include the purchase of alcohol or cannabis products).

Voluntary Uniforms

The office staff is not required to wear uniforms, however, at the employee's discretion and cost, they may choose to purchase clothing with the District logo. Maintenance and presentation standards are to be consistent with the uniform standards set forth above and the District's Dress Code policy.

At the District's discretion, the District may purchase District logo'ed items for office employees to wear to when representing the District.

G. Safety Boot Policy

All Field employees are required to wear lace-up (no pull-on or zipper insert) protective footwear with a minimum ankle support of five inches while performing normal District activities. In addition, protective footwear must meet the requirements of the American National Standards (ANSI) standards: ASTM F2412-2005, ASTM F 2413-2005 as referenced by the Occupational Safety and Health Act (OSHA).

The District will provide a boot allowance as provided in an MOU or applicable salary resolution each calendar year for eligible field employees.

Under certain conditions where protective footwear is damaged or is deemed to be unsafe, and the employee has already exhausted his/her annual boot allowance, the supervisor/manager, with the concurrence of the General Manager, may authorize reimbursement for an additional pair of protective footwear up to the amount of the annual boot allowance or the actual costs of the footwear, whichever is less.

Employee responsibility: Except under the circumstance described above, the employee will be responsible for the difference between the cost of the protective footwear and the amount of the annual boot allowance.

The employee will be responsible for wearing protective footwear during working hours.

The employee will be responsible for the reasonable care and maintenance of his or her protective footwear.

The employee will be responsible for informing the supervisor when protective footwear needs to be replaced.

When safety boots are not billed directly to the District, but rather the employee incurred the expense, the employee must complete a reimbursement form. The reimbursement form and original receipt of purchase must be submitted to their immediate supervisor within 30 days of purchase.

Section 12. Employee Relations

A. Code of Ethics

This section applies to all officials and employees of the District.

1. Each official and employee has an obligation to meet the highest ethical and professional standards and to enhance the public's respect and trust for the District and its operations.
2. Employees of the District have responsibilities unique from their counterparts in private industry. Employment with the District carries an obligation of personal integrity and conduct that serves to establish public respect, confidence, and trust.
3. Employees represent the District and the quality of District service is judged through their performance and conduct. The ratepayers of Joshua Tree have the right to expect that District employees will provide services in an efficient, thorough and courteous manner. It is intended that the rules and procedures which follow will assist employees in maintaining high ethical standards and proper job performance, and in avoiding potential conflicts of interest both in fact and appearance.
4. The District, as a condition of employment, expects to receive from the employee:
 - Initiative and a conscientious effort to perform productive work.
 - Cooperative, positive, responsive, and courteous relations with fellow employees, supervisors/managers, subordinates, and the public.
 - A continuous effort to strive for greater knowledge and skill on the job in order to maintain performance at a high level.
 - Compliance with all policies, regulations, rules of conduct and ordinances established by the District.
 - Responsible work habits demonstrated by:
 - Dependability, promptness, reliable attendance, and performing required duties competently.
 - Keeping informed of developments and matters affecting job performance,
 - Being flexible and adaptable to change.
 - Accepting constructive suggestions and criticism.
 - Neat and clean grooming and attire appropriate to the job assignment. Prescribed uniforms and safety equipment must be worn where applicable.
 - Effectively implementing the official policies of the District when serving in their official capacity with customers, clients, and the public and/or when identifying themselves as District employees in the course of their work.

B. Rules of Conduct

Employees are expected to conduct themselves in a manner to further the District's objectives. The following examples are given in order to provide you some guidance concerning unacceptable behavior, other types of conduct that threaten security, personal safety, employee welfare, and District operations also may be prohibited and will result in disciplinary action up to and including termination. If the District chooses to correct an employee who engages in unacceptable behavior, the employee may be subject to corrective action up to and including termination. Please note that it is impossible to provide an exhaustive list of behaviors that are not acceptable. The following is therefore intended to simply provide some examples:

1. Poor performance, inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily, sleeping or malingering on the job, or an intentional slowdown of work;
2. Unavailability for work (i.e. excessive absenteeism or tardiness) and/or violation of District punctuality and attendance policies. (Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy);
3. Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
4. Failing to observe working schedules, including rest and lunch period;
5. Working overtime without authorization or refusing to work assigned overtime;
6. Violation of dress standards;
7. Misuse of the District's monies;
8. Conducting personal business during working hours and/or using District property for personal matters;
9. Making or accepting personal telephone calls of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances;
10. Installing unauthorized software in the District's computer(s) and/or server system;
11. Misuse of electronic systems (email, internet, fax, computers, mobile devices, etc.);
12. Disclosing anything of a personal or confidential nature concerning a customer or employee unless the specific work duties require the giving or exchanging of such information;
13. Committing a fraudulent act or a breach of trust under any circumstances;
14. Willful failure to report to supervisor any significant omissions, errors or mistakes or accidental damage affecting work assignment, property or equipment;
15. Falsification of forms, records, or reports including, but not limited to, timesheets, employment applications and member records;
16. Giving false or misleading information during the application and/or selection process;
17. Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any timecard, either your own or another employee's;
18. Theft of property of the District, an employee, a customer, supplier, contractor, or visitor;
19. Unauthorized possession or removal of property, records, or other materials without prior authorization;
20. Unauthorized opening of or tampering with mail, locks, doors, cabinets, etc.;
21. Unauthorized duplication of keys;
22. Failing to exercise proper custodial responsibility of District keys or property;
23. Permitting another person to use your assigned keys or security codes to enter District property without authorization;
24. Deliberate or willful destruction or damage to property, records, materials, etc. of the District, an employee, customer, or visitor;
25. Unauthorized use or misuse of District equipment, time, materials, or facilities;
26. Possessing or bringing firearms, weapons, open containers of alcohol, marijuana or illegal drugs or chemicals on or to the District's property and/or violating the District's drug and alcohol policy;
27. Reporting to work under the influence of drugs and/or alcohol and/or marijuana;
28. Smoking in restricted areas;

29. Non-compliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard;
30. Sexual harassment or other unlawful harassment of an employee, contractor, vendor, visitor and/or violating the District's anti-harassment or equal employment opportunity policies;
31. Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Division of Motor Vehicles. This rule applies only to those employees who must maintain such a license as a condition of their employment;
32. Failure to report involvement in an accident occurring on the District's premises, or involving the District's equipment, or giving false information in accident or insurance reports;
33. Failing to promptly report work-related injury or illness;
34. Soliciting or accepting tips or gifts for District services;
35. Soliciting, collecting funds, circulating, or posting literature of any nature on District property without authorization;
36. Failure to withdraw from and/or to report outside activities or interests which are a conflict of interest of the District;
37. Threatening, intimidating, and/or the inability to get along with co-workers, supervisors/managers, vendors, customers, visitors and/or Board Members;
38. Causing, creating, or participating in a disruption of any kind during working hours on District property;
39. Provoking a fight or fighting during on District property;
40. Participating in horseplay or practical jokes on District time or on District premises;
41. Any action indicating a disrespect or disregard for the District, its employees, its vendors, suppliers, or customers;
42. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management, or other disrespectful conduct toward a manager;
43. Using discourteous conduct or abusive treatment; using threatening, intimidating, inappropriate language at any time on District premises;
44. Engaging in conduct or behavior that is detrimental to the good reputation of the District or would adversely impact the public opinion of the District.

C. Reasonable Accommodation

Reasonable Accommodation

Absent undue hardship or direct threats to the health and safety of employee(s), the District provides employment-related reasonable accommodations to:

1. qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions (Gov. Code § 12940(m)); and
2. employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider (Gov. Code § 12945(3)(A)); and
3. employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work (Labor Code § 230(f)(4)); and
4. employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement (Gov. Code § 12940(l)).

Supporting Documentation or Certification

Reasonable Medical Documentation of Disability

If the disability or the need for reasonable accommodation is not obvious, the District may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the District will:

- 1) explain the insufficiency;
- 2) allow the employee or applicant to supplement the documentation; and
- 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided. (2 Cal.Code Regs § 11069(c)(2) & (d).)

Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the District will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer. (2 Cal.Code Regs § 11050(b)(3).)

Certification of Victim Status

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:

- a) a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- b) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking. (Labor Code § 230(f)(7).)

Fitness for Duty Examinations

Applicants

After a conditional offer of employment has been extended to an applicant, the District may require

the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification. (Gov. Code § 12940(e) &(f).) An applicant or employee who is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration. (2 Cal.Code Regs § 11071(b)(2).)

Current Employee

Human Resources may require an employee to submit to a fitness-for-duty examination to determine if the employee has a disability and is able to perform the essential functions of his or her job when there is significant evidence that:

- 1) the employee's ability to perform one or more essential functions of his or her job has declined; or
- 2) could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties or is still capable of performing those duties in a manner that does not harm him or herself or others. The District shall be obligated to provide cause and one or more examples prompting a fit-for-duty exam. (Gov. Code § 12940(e) &(f).)

Role of Health Care Provider

The District may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request a District-selected health care provider to do so at the District's expense. The District will allow an employee paid time off to attend the exam. The District will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of his/her position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the District with non-confidential information regarding whether:

- 1) the applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act;
- 2) the applicant or employee is fit to perform essential job functions;
- 3) workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
- 4) there are any reasonable accommodations that would enable the employee to perform essential job functions; and
- 5) the employee's continued employment poses a threat to the health and safety of him or herself or others.

Should the health care provider exceed the scope of the District's request and provide confidential health information, without valid consent of the applicant or employee, the District will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the District has requested. (2 Cal.Code Regs § 11069(c) & (d).)

Authorization for Use of Medical Information

During the course of a fitness for duty examination, the District will not seek or use information

regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

Medical Information from the Employee or Applicant

If an employee or applicant submits medical information to the District from his or her own health care provider, Human Resources will not forward that information on to the health care provider who conducted the examination for the District, without the employee or applicant's written authorization. Upon receipt of the written authorization, Human Resources will request the District-paid health care provider to determine whether the information alters the original fitness for duty assessment.

D. Interactive Process

An interactive good faith communication process between the District and a disabled employee is required in selecting an appropriate reasonable accommodation, if one exists. This is a timely individual process where management and the employee discuss the request and effective reasonable accommodation(s).

When to Initiate the Interactive Process

In general, the District will initiate an interactive process when:

- 1) an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or
- 2) the District otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or
- 3) the District becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, FML leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; or
- 4) an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or
- 5) an employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or
- 6) an employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work; or
- 7) an employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
- 8) an employer is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices.

Interactive Communication

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, Human Resources will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and his or her designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. Human Resources will document these communications in writing.

Potential Accommodations for Applicants or Employees with Disabilities

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain his or her current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The District will consider accommodations that the applicant or employee suggests but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to:

- making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including: acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, and/or the provision of qualified readers or interpreters;
- job restructuring;
- part-time or modified work schedules;
- paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave;
- preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system;
- reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or
- reassignment to a temporary position, if the individual agrees.

Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to: the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. The range of potential accommodations includes, but is not limited to:

- transfer to a less strenuous or hazardous position for the duration of the pregnancy;
- change in or restructuring of work duties, such as modifying lifting requirements;
- providing more frequent breaks;
- providing seating;
- time off for medical appointments;
- transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four-month pregnancy disability leave entitlement.

Potential Accommodations for Employee-Victims of Domestic Violence, Sexual Assault, or Stalking

Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the District will consider the exigent circumstance or danger facing the employee. The District will consider the preferences of the employee to be accommodated, but has the right to select and implement any accommodation that it deems effective. The range of potential safety

measure accommodations includes, but is not limited to:

- transfer, reassignment, modified schedule;
- change in work telephone number;
- change in location of work station, if possible;
- installation of locks;
- assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace;
- the implementation of a safety procedure(s);
- adjustment to job structure, workplace facility, or work requirement; and
- referral to a victim assistance organization.

Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice

Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement. The District will consider the preference of the employee or applicant but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to:

- job restructuring or job reassignment (but not segregation from other employees or the public);
- modification of work practices, including dress or grooming standards;
- allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with his or her religious observances;
- allowing alternatives to union membership or payment of union dues.

Determination

After the interactive process communications, Human Resources will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming him or herself or others; and if the accommodations would pose an undue hardship on the District's finances or operations. Human Resources will inform the applicant or employee of his or her determination in writing and provide supporting documentation, applicable work examples if any, and reasoning for making its determination. Human Resources will use their discretion based upon the particular facts of each case.

Access to Medical Information Regarding Fitness for Duty

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by Human Resources, the District's legal counsel, first aid and safety personnel in case of emergency, and supervisors/managers who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to state and federal law.

E. Workplace Violence and Weapons

Purpose

The purpose of this policy is to (1) promote a safe work environment for all employees;(2) establish and maintain a workplace that is free from violence, threats of violence, harassment, intimidation, and other disruptive behavior; and (3) encourage and foster a workplace that is characterized by respect and the use of acceptable conflict resolution techniques.

Affected Individuals

This policy applies to all District employees whether on District property or off-site if engaged in District business or if there is a nexus to the workplace. Additionally, all persons who perform any services for the District, regardless of their employment status, are covered by this policy.

Policy

It is the District's policy to provide a safe work environment for its employees. The District expects its employees to maintain a workplace free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. All employees are responsible for maintaining a safe work environment.

Violence, threats, harassment, intimidation, and other disruptive behavior in the District's workplace will not be tolerated.

Available conflict resolution techniques, such as problem-solving, grievance procedures and appeals processes, will be used to appropriately resolve conflicts that arise in our workplace.

The District strictly prohibits persons from possessing weapons including, but not limited to, firearms, explosives, knives, chemical sprays (e.g., mace, pepper spray), clubs and incendiary devices on District premises, in District vehicles, in private vehicles parked on District property (except as otherwise permitted by law), and in the possession of District employees while on duty performing District related business assignments, unless required for performance of the job. An employee who wishes to carry a legal chemical spray for purposes of self-defense must gain prior written authorization from the department head.

Prohibited Conduct

Persons who engage in prohibited conduct will be subject to disciplinary action, up to and including termination, and may also be subject to legal action by law enforcement authorities. A non-inclusive list of behaviors that are considered unacceptable is set forth below:

- a. Causing physical injury to another person.
- b. Making threatening remarks, whether with intent to harm or in jest.
- c. Aggressive, hostile or harassing behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- d. Intentionally damaging District property or property of another individual.
- e. Possession of a weapon while on District property or while on District business, unless required by the job. (Knives used as work tools and having a blade length of three and one-half (3½) inches or less are only considered weapons when used or displayed in a threatening manner).
- f. Committing acts motivated by, or related to, sexual harassment or domestic violence.
- g. Harassing or threatening phone calls, e-mails, text messages, or notes.
- h. Stalking.

Reporting Procedures

Any person observing an emergency incident that requires the direct intervention of public safety personnel (i.e. law enforcement or emergency medical services) should immediately call 911.

Any situation involving the commission or threat of violence, harassment, intimidation, other disruptive behavior, possession of a weapon or any other potentially dangerous situation must be promptly reported to a supervisor and/or the Human Resources Department. Supervisors/managers are required to report all such incidents to Human Resources.

Risk Reduction Measures

Employees at Risk

Employees are expected to exercise good judgment and to notify their supervisor/manager or and/or Human Resources if a co-worker, or other person on District property or business, exhibits behavior that could be a sign of potentially dangerous situations. Such behavior includes, but is not limited to, the following:

- Discussing the use of weapons as a means to perpetrate violence against another person.
- Bringing weapons to the workplace.
- Displaying overt signs of resentment, hostility, and/or anger.
- Making threatening statements or remarks.
- Displaying irrational or aberrant behavior

Hiring

Human Resources takes reasonable measures to conduct background investigations in order to review candidates' backgrounds and to reduce the risk of hiring individuals with a history of violent behavior.

Enforcement

Reports of threats, threatening conduct, harassment, or any other act of aggression or violence will be appropriately resolved. In general, this policy will be enforced as follows:

- Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination, and may also be subject to legal action by law enforcement authorities.
- Non-employees engaged in violent acts on District premises will be reported to the proper authorities and fully prosecuted.

F. Alcohol and Drug-Free Workplace Policy

Purpose

The District recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its workforce and can present a risk to the health and welfare of its employees and members of the public.

This provision provides guidelines for the detection and deterrence of alcohol abuse and drug use. It is the policy of the District to maintain a safe, healthful and productive environment for all employees. To that end, the District will prohibit any substance abuse (alcohol, illegal drugs, prescription drugs, or other substance which could impair an employee's ability to safely and effectively perform the functions

of the particular job), which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's and/or its employees' reputation.

Violations of the Alcohol and Drug-Free Workplace Policy by an employee may result in discipline up to and including termination. Job applicants may be denied employment for violations of this policy.

This provision recognizes the serious duty entrusted to the employees of the District and the knowledge that drugs and alcohol hinder a person's ability to perform duties safely and effectively.

Policy

Employees shall not:

1. Report to work under the influence of alcohol or drugs;
2. Possess alcohol or drugs while on duty or assigned standby or utilize such substances while they are subject to District duty or assigned standby;
3. Sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty or assigned standby; or
4. Have their ability or work impaired as a result of the use of alcohol or drugs.

While the use of medically prescribed medications and drugs is not per se a violation of this section, when there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician will be required. While it is not the District's intention to know of every prescription drug an employee uses, it is the District's policy that the employee is responsible for notifying their supervisor/manager before beginning work when taking prescription medications which the employee has been cautioned may interfere with the safe and effective performance of duties or operation of District equipment.

Employees are required to notify the District of any criminal drug statute conviction no later than five (5) calendar days after such conviction.

The District has established a voluntary employee assistance program to assist those employees who voluntarily seek help for alcohol and drug problems. Employees should contact the Human Resources Department for additional information.

The District reserves the right to search, without employee consent, all areas, and property of which the District maintains joint control with the employee or full control. The District may only search an area or property of joint control or full District control with reasonable cause as long as one of the following occurs: 1) the area/property is searched in the employee's presence, 2) the area/property is searched with the employee's consent, 3) a valid search warrant has been obtained, or 4) the employee has been notified that a search will be conducted. If the situation allows, the District will attempt to notify represented employees before performing a search to allow the employee time to obtain a representative.

Violations of this section shall be grounds for disciplinary action. Disciplinary action can include, but is not limited to, supervisor/manager counseling, professional counseling, and discharge from District service. A manager and/or supervisor/manager may direct an employee to submit to a drug and/or alcohol analysis when a manager or supervisor/manager has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. Refusal to submit immediately to an alcohol and/or drug analysis when directed by District management may constitute insubordination and may be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from

engaging in further work. The employee will immediately be suspended from duty (with pay) and driven by a supervisor/manager or Department Head to the District's specified laboratory. Represented employees shall be entitled to have a representative present.

Application

This section applies to all District employees and all applicants for positions with the District. The policy applies to alcohol and to all substances, drugs, or medications, legal or illegal which could impair an employee's ability to effectively and safely perform the functions of the job.

Management Responsibilities and Guidelines

Managers and supervisors are responsible for consistent enforcement of this policy.

Managers and supervisors may direct an employee to submit to a drug and /or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol.

Managers and supervisors shall complete reasonable suspicion training every three years.

Reasonable suspicion is a belief based on objective and articulated facts sufficient to lead a reasonable person to suspect that an employee is under the influence of drugs or alcohol to the extent that the employee's ability to perform the functions of the job is impaired or to the extent that the employee's ability to perform their job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Slurred speech;
- b. Alcohol on breath;
- c. Inability to walk a straight line;
- d. An accident involving District property;
- e. Physical altercation;
- f. Behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority;
- g. Possession of alcohol or drugs;
- h. Information obtained from a reliable person with personal knowledge.

Any manager or supervisor directing an employee to submit to a drug and or alcohol analysis should immediately 1) document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs and 2) contact Human Resources and the employee's department head.

Any manager or supervisor encountering an employee who refuses to submit to a drug and/or alcohol analysis shall remind the employee of the requirements and consequences of this policy. Any employee refusing to submit to a drug and/or alcohol test shall not be forced to submit to such testing. However, a refusal will be treated as a positive test for purposes of this policy. The manager or supervisor should detain the employee for a reasonable time until an authorized District representative or law enforcement representative can transport the employee to a medical facility or home, as appropriate.

Managers and supervisors shall not physically search employees. Managers and supervisors shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an

employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the District.

Managers and supervisors shall not confiscate, without consent, prescription drugs or medications from an employee who has a prescription.

Any manager or supervisor who abuses this provision shall be subject to disciplinary action.

Employee Responsibilities

An employee must:

- a. Not report to work or be subject to duty while their ability to perform job duties is impaired due to alcohol or drug use, on or off duty;
- b. Not possess or use alcohol or drugs (illegal drugs and legal drugs without a prescription) during working hours or while subject to duty, or at any time while on District property;
- c. Not directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either the employee or both employees are on duty or subject to being called;
- d. Submit immediately to an alcohol and drug analysis when directed by a responsible District representative(s);
- e. Notify their supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of District equipment; and
- f. Provide within 24 hours of request a current valid prescription for any drug or medication identified when a drug screen/analysis is positive. The prescription must be in the employee's name.

Drug and/or Alcohol Analysis Process

The drug and/or alcohol analysis may test for any substance which could impair an applicant or employee's ability to effectively and safely perform the functions of their job, including, but not limited to prescription medications, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

Generally, a urine sample is obtained in accordance with the third-party testing agency procedures. Alternatively, a blood sample may be obtained at the request of the applicant/employee. Typical procedures are outlined below, though actual procedures may vary based on the testing agency's protocol:

- a. At the designated medical facility, the applicant/employee (donor) shall provide proper photo identification and complete and execute all forms provided by the facility, including a medical records release form, drug and alcohol consent form, and an acknowledgment of receipt of notice of privacy practices.
- b. The custody and control form is filled out by the testing agency and the donor.
- c. The donor prepares for specimen collection by removing any hat, coat, and/or contents of pockets and washing his/her hands in full view of the testing agency representative.
- d. The donor proceeds to the restroom where the testing agency representative places bluing agent into the toilet bowl and secures all water sources to prevent donor access.
- e. The donor is given a bottle to provide a urine sample of at least 30 ml. The donor is instructed to

not flush the toilet or wash his/her hands until after the specimen is given to testing agency representative.

- f. The testing agency representative checks the specimen for color, odor, contamination, temperature, and quantity, and documents the relevant information on the custody and control form.
- g. In full view of the donor, the specimen is secured in a container and sealed with tamper-evident tape. The donor certifies the sample on the custody and control form.
- h. The specimen is delivered by courier to the designated laboratory.
- i. The sample container will always be refrigerated or frozen, maintained in a secure location, and the chain of custody will be maintained.
- j. Specimens that are screened "none detected", are placed in a tray for disposal after two (2) weeks.
- k. Positive samples are kept refrigerated until confirmatory analysis. If the result of the conforming test is "none detected", the sample is discarded as specified above.
- l. Positively confirmed samples are maintained in a locked freezer for one (1) year.
- m. A sample of the positive specimen in a quantity suitable for laboratory testing will be provided to an employee who has submitted a written request to the Human Resources Department within 90 days of specimen submission.
- n. A confirmatory analysis after an initial positive result will be conducted with gas chromatography/mass spectrometry.

Results of Drug and/or Alcohol Analysis

Pre-Employment Physicals

- A positive result from a drug and/or alcohol analysis may result in denial of employment of the applicant.
- If a drug screen is positive at the pre-employment physical, the applicant must provide within 24 hours of the request, a valid prescription of the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide a prescription, or if the drug is one that impairs the applicant's ability to perform the job duties, the applicant may not be hired.

Drug and/or Alcohol Testing For Cause During Employment

- A positive result from a drug and/or alcohol analysis may result in disciplinary action, including, but not limited to, counseling, referral, diversion, reprimand, suspension, and discharge.
- If the drug screen is positive at any testing, the employee must provide within 24 hours of request a valid current prescription for the drug identified in the drug screen. The prescriptions must be in the employee's name. The employee will be subject to disciplinary action if 1) the employee does not have a valid prescription, or 2) the prescription is not in the employee's name, or 3) the employee has not previously notified their supervisor/manager of the need for the identified drug.
- If an alcohol or drug analysis is positive for alcohol or drugs, the District shall conduct an investigation to gather facts. Should this investigation indicate disciplinary action is required, it

could include but is not limited to, counseling, referral to qualified health care professionals and or programs, substance abuse diversion, reprimand, suspension, and dismissal. Depending upon the issues identified in the investigation any of these actions may be taken; progressive discipline may not be appropriate. The decision to discipline or discharge will be carried out in conformance with these Rules.

Confidentiality

Laboratory reports or test results shall not appear in an employee's personnel file. Information of this nature, however, will be included in a separate confidential medical folder. The employee's reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and the employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Department of Transportation Anti-Drug and Alcohol Misuse Prevention Program

Employees covered by the Department of Transportation (DOT) Anti-Drug and alcohol misuse Prevention Program should review the District's Drug and Alcohol Testing Policy for DOT and Safety Sensitive Employees.

G. DOT and Safety Sensitive Drug and Alcohol Testing Policy

Employees in safety-sensitive positions and those who are required to maintain Commercial Driver's Licenses of Class A, B or any license with a hazardous materials endorsement, shall be required to participate in the Federal Omnibus Transportation Employee Testing Act of 1991.

Pursuant to DOT regulations, the District has implemented six types of drug and alcohol testing for employees assigned to safety-sensitive positions: (1) pre-employment; (2) reasonable suspicion; (3) post-accident; (4) random; (5) return-to-duty; and (6) follow-up.

- 1. Pre-Employment Testing for External Applicants for Certain Jobs:** All applicants for driving positions must submit to urine drug tests. A Covered employee/applicant is not required to submit to a urine drug test if: (1) the district can verify that the Covered Employee has participated in a valid drug testing program within the preceding thirty (30) days; (2) while participating in that program, was either tested within the past six (6) months or participated in a random selection program for the previous twelve (12) months; and (3) no prior employer has knowledge that the Covered Employee violated any part of the regulations within the last six months.
- 2. Reasonable Suspicion Testing:** Reasonable suspicion for requiring a Covered Employee to submit to drug and/or alcohol testing shall be deemed to exist when a covered Employee manifests physical or behavioral symptoms or reactions commonly attributed to the use of controlled substances or alcohol. Such conduct must be witnessed by at least one supervisor/manager trained in compliance with current federal regulations. Should a supervisor/manager observe such symptoms or reactions, the Covered Employee must submit to testing.
- 3. Post-Accident Testing:** The Covered Employee must submit to drug and alcohol testing and time

he/she is involved in an accident where: (1) a fatality is involved; or (2) the covered Employees receives a citation for a moving violation arising from the accident, and any party involved requires immediate treatment for an injury away from the accident scene, or if any vehicle involved incurs "disabling damage" (i.e. must be towed away). Following any accident, the Covered Employee must contact the District as soon as possible. The Covered Employee will be presented with an information card setting forth certain instructions for post-accident drug and alcohol testing. The Covered Employee shall follow the instructions contained on the information card as well as any additional instructions from the District or its representatives.

Any time a post-accident drug or alcohol test is required, it must be performed as soon as possible following the accident. If no alcohol test can be made within eight (8) hours, attempts to perform an alcohol test shall cease. If testing is not done, the reasons for not testing will be documented. If no urine collection can be obtained for purposes of post-accident drug testing within thirty-two (32) hours, attempts to make such collection shall cease.

In the event that federal, state, or local officials conduct breath or blood tests for the use of alcohol and/or urine tests for the use of controlled substances following an accident, these tests may meet the requirements of this section, provided the tests conform to applicable federal, state, or local requirements. The District may request testing documentation from such agencies and may ask the employee to sign a release allowing the District to obtain such test results.

In the event a Covered Employee is so seriously injured that the Covered Employee cannot provide a sample of urine, breath or saliva at the time of the accident, the covered employee must provide necessary authorization for the District to obtain hospital records or other documents that would indicate the presence of controlled substances or alcohol in the Covered Employee's system at the time of the accident.

4. **Random Testing:** The District is required to conduct random drug and alcohol testing of Covered employees. Random selection provides an equal chance for each Covered employee to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. The District will test, at a minimum 25 percent of the average number of Covered Employee positions in the employer consortium in each calendar year or at a rate established by the DOT for a given year. The District will select, at a minimum 10 percent of the average number of Covered Employees positions in the employer consortium in each calendar year for random alcohol testing, or at the rate established by the DOT for the given year. Random selection, by its very nature, may result in Covered employees being selected in successive selections or more than once per calendar year. Alternatively, some covered Employees may not be selected in a calendar year.

If a Covered Employee is selected at random, for either drug or alcohol testing, a District official will notify the Covered employee. Once notified, every action the Covered Employee takes must lead to a collection. If the Covered Employee engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test.

5. **Substance Abuse Evaluation, Return to Duty, and Follow-up Testing:** Any covered employee who engages in prohibited conduct shall be provided with the names, addresses, and telephone numbers of qualified substance abuse professionals (SAPs). If the Covered employee desires to

become requalified, the Covered Employee must be evaluated by a SAP and must submit to any treatment the SAP prescribes. Following evaluation and treatment, if any, in order to become requalified, the Covered Employee must submit to and successfully complete a return-to-duty drug and/or alcohol test. Such Covered Employee may also be subject to follow-up testing. Follow-up testing is separate from and in addition to the District's reasonable suspicion, post-accident, and random testing procedures. The schedule for follow-up testing shall be unannounced and in accordance with the instructions of the SAP. Follow-up testing may continue for a period of up to sixty (60) months following the Covered Employee's return to duty. No fewer than six (6) tests shall be performed on the first twelve (12) months of follow-up testing. The cost of any SAP evaluation or prescribed treatment shall be borne by the Covered Employee.

Other Safety-Sensitive Employees

Other Safety-Sensitive employees include those who apply for promotion to, or are in, positions including, but not limited to, the operation of dangerous or heavy equipment and the handling of hazardous or otherwise dangerous materials. Such employees may be subject to reasonable suspicion, random, and post-accident testing as described above.

H. Policy Against Discrimination, Harassment, and Retaliation; and Complaint Procedure

Purpose

The District has a strong commitment to prohibiting and preventing discrimination, harassment, and retaliation in the workplace. The District has zero-tolerance for any conduct that violates this Policy. Conduct need not arise to the level of a violation of state or federal law to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment, and retaliation. The District encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible. Any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

Covered Individuals and Scope of Policy

The individuals covered by this Policy are: applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, accommodations, and training.

Definitions

Protected Classification

This Policy prohibits harassment, discrimination or retaliation because of an individual's protected classification. "Protected Classification" includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information,

marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, military and veteran status, and/or any other basis protected by local, state, or federal law. (Gov. Code § 12940(a).) This Policy prohibits discrimination, harassment or retaliation because: 1) of an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

Protected Activity

This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes: making a request for an accommodation for a disability; making a request for accommodation for religious beliefs; making a complaint under this Policy; opposing violations of this Policy; or participating in an investigation under this Policy.

Discrimination

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy. (Gov. Code § 12926(o).)

Harassment

Harassment includes, but is not limited to, the following types of behavior that are taken because of a person's actual or perceived protected classification:

- Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race-oriented stories and jokes.
- Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- Visual acts, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.
- Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment. (Gov. Code §12940(j); 2 Cal.Code Regs § 11091(b)(1).)

Guidelines for Identifying Harassment

Harassment includes any conduct which would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcome or unwanted should be followed:

- It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate

reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.

- Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.
- Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

Retaliation

Retaliation occurs when adverse conduct is taken against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: disciplinary action; counseling; spreading rumors about a complainant or about someone who supports or assists the complainant; shunning or avoiding an individual who reports harassment or discrimination; or making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

Complaint & Investigation Process

A covered individual who believes he or she has been subjected to discrimination, harassment or retaliation should first tell the offending person to stop the behavior (if they are comfortable doing so). The covered individual may make a complaint -- orally or in writing -- to any supervisor, manager, or department head, without regard to any chain of command. Any supervisory or management employee who receives a harassment complaint should immediately notify Human Resources. Upon receiving notification of a harassment complaint, Human Resources will complete and/or delegate the following steps: *(If Human Resources is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the following steps.)*

1. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: a) the complainant; b) the accused; and c) other persons who have relevant knowledge concerning the allegations in the complaint.
2. Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
3. Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
4. If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.

5. Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

Proactive Approach

The District takes a proactive approach to potential Policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

The District encourages employees to report any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to his or her immediate supervisor/manager, or department head, or Human Resources.

Option to Report to Outside Administrative Agencies

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet, in the government section of the telephone book or employees can check the posters that are located on District bulletin boards for office locations and telephone numbers.

Confidentiality

Every effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss his or her interview with a designated representative. The District will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

Responsibilities

Each non-manager or non-supervisor is responsible for:

1. Treating all individuals in the workplace or on worksites with respect and consideration.
2. Modeling behavior that conforms to this Policy.
3. Participating in periodic training.
4. Cooperating with the District's investigations pursuant to this Policy by responding fully and truthfully to all questions posed during the investigation.
5. Taking no actions to influence any potential witness while the investigation is ongoing.

In addition to the responsibilities listed above, each manager and supervisor/manager is responsible for:

1. Informing employees of this Policy.
2. Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.

3. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
4. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
5. Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
6. Assisting, advising, or consulting with employees and the Human Resources regarding this Policy.
7. Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination while maintaining confidentiality to the greatest degree possible.
8. Implementing appropriate disciplinary and remedial actions.
9. Reporting potential violations of this Policy of which he or she becomes aware to Human Resources, regardless of whether a complaint has been submitted.
10. Participating in periodic training and scheduling employees for training.

I. Whistle-blower Protection

Policy

The District prohibits all of the following:

1. taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(b));
2. preventing an employee from disclosing information to a government agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(a));
3. retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(c)); and
4. retaliating against an employee because the employee's family member has, or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

Policy Coverage

This Policy governs and protects District officials, officers, employees, temporary, or applicants for employment.

Definitions

(a) "Protected activity" includes any of the following:

- Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates state or federal law or a violation or noncompliance with a local, state, or federal rule or regulation.
- Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation into alleged unlawful activity.
- Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity.
- Associating with another covered individual who is engaged in any of the protected activities enumerated here.
- Making or filing in good faith and with reasonable cause an internal complaint with the District regarding alleged unlawful activity.
- Providing informal notice to the District regarding alleged unlawful activity.
- Calling a governmental agency's "Whistleblower hotline" in good faith.
- Filing a written complaint under penalty of perjury that the District has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety. (Labor Code §§ 53296(c) & 53297(d).)
- Refusing to participate in any activity that the employee reasonably believes would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation. (Labor Code § 1102.5(c).)

(b) "Adverse action" may include, but is not limited to, any of the following:

- Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity.
- Refusing to hire an individual because of actual or potential protected activity.
- Denying promotion to an individual because of actual or potential protected activity.
- Taking any form of disciplinary action because of actual or potential protected activity.
- Extending a probationary period because of actual or potential protected activity.
- Altering work schedules or work assignments because of actual or potential protected activity.
- Condoning hostility and criticism of co-workers and third parties because of actual or protected activity.
- Spreading rumors about a person because of that person's actual or perceived protected activity.
- Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

Complaint Procedure

An applicant, employee, or temporary employee who feels they have been retaliated against in violation of this Policy should immediately report the conduct according to the complaint procedure in the District's Policy Against Discrimination, Harassment or Retaliation so that the complaint can be resolved fairly and quickly. Supervisors and Managers have the same responsibilities as defined in the Policy Against Discrimination, Harassment or Retaliation.

J. Dress Codes and Other Personal Standards

Employees of the District are required to dress appropriately for the jobs they are performing. Therefore, failure to follow the dress regulations contained in this section shall be grounds for discipline.

General Guidelines

The general dress code guidelines are as follows:

- All clothing must be neat, clean, and in good repair. Employees shall not be financially responsible for replacement of uniforms and other issued clothing items due to normal wear and tear during course of employment.
- Prescribed uniforms and safety equipment must be worn.
- Footwear must be appropriate for the work environment and functions performed.
- Hair must be neat, clean and well-groomed.
- Beards, mustaches, and sideburns must be maintained in a neat and well-groomed fashion.
- Jewelry is acceptable except where it constitutes a health or safety hazard.
- Good personal hygiene is required.
- Dress must be appropriate to the work setting particularly if the employee has public contact.
- Any visible tattoos shall not be obscene, sexually explicit, discriminatory to any legally protected category (including, but not limited to, national origin, race, religion, sex, and sexual orientation), extremist, and/or gang-related. Any nonconforming tattoos will be covered with clothing or a bandage while at work.
- For employees working with the public, no objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the mouth, with the exception earrings unless such piercing, jewelry, or other aforementioned item is related to any Bonafide religious organization. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer.
- Sweats, dirty or wrinkled, see-through, and/or provocative clothing is prohibited.

If an employee has a question about how any provision of this policy applies to them, the employee should immediately raise the matter with their supervisor/manager for consideration and determination.

Departmental Standards

Each department head has the right to set more detailed and stringent dress code guidelines for employees in their department. The department head may also make exceptions for individual employees based on a specific job function or special requirements.

K. Information Systems

Purpose

To ensure that District departments have ready access to all relevant data stored in the District's information system and that the information system is used for authorized District business.

Definition

The "information system" includes all District information systems, standalone or networked, including, but not limited to, desktop and laptop computers, personal digital assistants, electronic mail, landline and wireless telephones, smartphones, voice mail, compact discs, USB Flash drives, memory cards, computer tapes and diskettes, audio and video equipment, servers, networks, and any other peripheral information equipment or medium of information storage. The information system also includes all data and software applications, or programs created or developed by District employees, which shall be considered District property.

Policy

It is the District's policy that the information system shall be used for District business only, unless otherwise approved by the General Manager, the department head or their designee.

1. No Expectation of Privacy - The information system is District property and employees shall have no privacy rights related to the system and the information stored therein. The contents of all communications may be reviewed in the course of business by the General Manager, the employee's department head, Human Resources management staff, the Information Technology staff or consultant, or the employee's supervisor/manager without the consent of the sender or recipient.
2. Network Passwords - In order to ensure each user's security, the District has established rules for selecting a network password. Passwords selected by users must meet the following requirements:

An employee shall not share their network password with anyone, excluding the Information Technology consultant. Every effort should be made to keep an employee's network password secure (e.g., passwords should not be written on a piece of paper, sent in an e-mail, or saved in a non-encrypted file).

Information system equipment is provided to assist an employee in the performance of their job and is not personal to the employee. Accordingly, management may be granted access to the equipment being used by the employee or the information stored therein. Management also has the right to disable an employee's access to the District's network, or any other component of the District's information system.

Duplication

The District's software and software manuals shall not be duplicated or reproduced in any manner unless authorized in writing by the General Manager. Manuals shall remain on-site to prevent unintentional unauthorized access.

Return of Property

Upon termination of employment, all computer hardware, software, data, and manuals must be immediately returned to Human Resources.

Personal Equipment and Software

Employees may not bring their own personal information equipment or related peripheral equipment or any medium of information storage to work for work-related purposes without permission of the department head. In the event such personal equipment is at work and is being used for work-related purposes, this entire policy shall apply to the employee's personal information equipment, as if it were

District property. Employees are prohibited from downloading and/or installing any software programs or applications on their personal device unless authorized in writing by the General Manager.

Violations of Policy

Disciplinary action, up to and including termination, may be imposed for violation of any provision of this policy.

L. Internet Use

Purpose

The purpose of this policy is to define who is authorized to use District resources for access to the Internet and to define the acceptable use of the District's network and associated software and equipment. Any restriction on use contained in this policy is intended to protect the District and its resources.

Scope and Applicability

Covered Employees

This policy applies to all employees and all persons retained by the District to provide it with services (e.g., contractors). As required to perform District business, the General Manager and department heads may authorize employees or contractors to access the Internet via District systems and/or equipment.

District Property

Associated security, communications, networking, and computer systems and components used to access the Internet are owned or operated by the District.

District Rights

The District, as the provider of access to the Internet and associated resources, reserves the right to specify how those resources will be used and administered. Specifically, the District reserves the right to:

- Remove a user's access to the Internet to prevent further unauthorized activity.
- Monitor Internet access for any purpose including, but not limited to, review, audit, and disclosure of all matters transmitted through the District's network or placed in its storage.
- Access and retrieve deleted electronic mail (e-mail) and any messages and communications that are stored in the system.

No Expectation of Privacy

Internet use should not be considered personal to the employee. No employee should have the expectation of privacy in any e-mail they create, receive, send or delete, in any website they visit, or in any electronic communication sent through the District's network. Internet use is subject to review by District management and members of the public upon request.

In response to information requested under the California Public Records Act, it may be necessary for the District to examine electronic communications records that users may consider to be personal to determine whether they are public records that are subject to disclosure. All communications transmitted via the District's information systems are subject

to monitoring, at the District's discretion. The District may be required to produce information transmitted through or stored on its information systems pursuant to a court order, subpoena, or statute.

Acceptable Use

The District provides designated employees with access to the Internet to share and obtain information and facilitate the performance of official District business.

District employees must use the official District e-mail system when sending business communications via e-mail, rather than using a personal e-mail account. Electronic communications should conform to the same standards of propriety and respect as any other verbal or written communication at the District. Employees are expected to use common sense and judgment to avoid any communication which is disrespectful, offensive, or illegal.

Authorized reasons for using the Internet include:

- Communication with professional associations, governments, universities, businesses and/or individuals associated with the facilitation of District business, research and education efforts as authorized by the applicable department head.
- Distribution of information to the general public whereby such information is made available under any District guidelines and policies for the release of information and the California Public Records Act.
- Incidental communications among authorized users and professional colleagues which facilitates work assignments and professional development.
- Visiting websites to gather information and perform research as required for the employee's duties.
- Nominal personal use during authorized breaks and lunch periods, provided that such use does not interfere with the employee's job duties and does not violate any provision of this policy. Examples may include checking and sending personal e-mail and viewing news-related websites.
- Nominal use for employee association activity during authorized breaks and lunch periods provided that such use does not interfere with the employee's job duties and does not violate any provision of this policy.

Wireless Connections

The District provides WIFI to operate multiple wireless devices. A "guest" WIFI connection may be used by employees, consultants, customers, and others. However, there should be no expectation of privacy. District equipment should not be connected to the "guest" WIFI.

Unacceptable Use

The information sources accessible via the Internet are worldwide and are constantly growing in kind and number. It is not possible for any Internet access provider to fully manage the types of information accessible by its systems and users, especially with regard to content limitations. Nevertheless, the District, at its sole discretion, reserves the right to restrict access to any data source. These restrictions do not constitute an implication of approval of other non-restricted sources.

Without exhausting all possibilities, the prohibited uses of the Internet include, but are not limited to, the following

- Illegal, fraudulent or malicious activity.
- Political activity.
- Religious promotion.
- Activity on behalf of or with organizations or individuals who have no business with the District.
- Transmission of material in violation of applicable copyright laws or patents.
- The generation, storage, transmission or other use of data or other matter which is abusive, profane, or offensive to a reasonable person.
- Personal social activity or personal business that is likely to significantly impact the employee's time or the District's resources or reflect poorly on the District. Examples may include, but are not limited to, visiting social networking websites or blogs; performing extensive or frequent financial transactions; performing work related to the employee's outside employment; viewing pornographic material; downloading or uploading software, games, or shareware; or visiting websites that contain content that is abusive, profane, or offensive to a reasonable person.
- Unauthorized employee association activity, including coordinating job actions and any activity that that is likely to significantly impact the employee's time or the District's resources.
- Any intentional actions that could cause interference to the District's electronic network or otherwise interfere with the work of others, such as
- Introduction of, or experimentation with, malicious computer code such as computer worms or viruses.
- The sending of messages that are likely to result in the loss of recipients' work or system.
- Posting items on the Internet that do not reflect the policies of the District.
- Operating a business through any District Internet link.
- Sending communications, files or programs containing abusive, offensive or harassing statements, including comments based on age, ancestry, citizenship status, color, creed, disability (mental or physical), exercise of rights relating to Family Care and Medical Leave, gender expression, gender identity, genetic information, marital status, medical condition, national origin, political affiliation (or political beliefs), pregnancy, race, religion, sex, sexual identity, sexual orientation, veteran status, or any other classification protected by law, whether actual or perceived.
- Creating, sending, receiving or retaining lewd, obscene or sexually-oriented messages or images or defamatory comments.

Social Media

Communicating with the ratepayers of Joshua Basin Water District and the public is a priority for the District. The use of social media provides an effective and efficient way to reach out to a diverse audience and is a reasonable business use of communicating information. The General Manager will designate an individual (or individuals) to be responsible for creating, maintaining, updating, and monitoring social media resources on behalf of the District. The General Manager may authorize access to social media websites for designated employees for business use only.

Violations and Enforcement

The use of the Internet is a privilege, not a right, which may be revoked at any time for any reason. Users may be subject to random internal audits of Internet use. Violations of this policy will be evaluated on a case-by-case basis by the applicable department head, Director of Administration, or General Manager. A violation may result in disciplinary action, up to and including dismissal, and may include referral of a case to appropriate authorities for civil or criminal prosecution.

M. Communications Equipment

Purpose

The District recognizes the need for telephones, cell phones, smartphones, tablets, and other mobile devices in the workplace and has established the following policy for their use. The policy is to be used to establish procedures for their authorization and use in order to contain costs, ensure departmental and personal accountability/responsibility, comply with Internal revenue service (IRS) regulations and prevent improper use of these items.

General Provisions

Technology can significantly enhance local service delivery. Cell phones and smartphones are often practical and economical and can enhance productivity. For those employees who are assigned radios, issuance of cell phones and smartphones can help reduce radio traffic and ensure that adequate radio capacity is available when needed. Issuance of a District cell phone and/or smartphone is at the sole discretion of management. Failure to comply with procedures set forth in this policy may result in the loss of use of the equipment and/or disciplinary action. Prohibited uses of telephones, cell phones, and smartphones include, but are not limited to, the following:

- Any illegal use or activity.
- Threats.
- Defamation.
- Obscene, suggestive or offensive messages or communication.
- Commercial promotional purpose.
- Personal business related to outside employment.
- Violating any District policy.
- Political or religious endorsements or activities.
- Recording of conversation unless allowed by law.

Telephone, cell phone, smartphone, tablet, and other mobile device records and logs are a matter of public record and may be subject to public records requests/review.

General Telephone Usage

Landline telephones in District facilities are for District business. Personal telephone calls are to be kept to an absolute minimum. Occasionally, personal calls may be necessary. Every effort must be made to limit personal calls to five (5) minutes or less. Frequent and/or repeated personal calls may result in disciplinary action. Long-distance charges for personal use of office phones must be reimbursed to the District. Department heads may institute a more stringent policy if appropriate.

Cell phones, Smartphones, Tablets, and other Mobile Devices

Authorization for District-Issued Equipment

Employees are eligible for a District-issued cell phone, smartphone, tablet, or other mobile device if a valid business need exists. Each department head shall authorize/designate the employee(s) in his/her department who should be issued District-owned cell phones or smartphones due to business need in the course of their regular job duties. Issuance of equipment is at the sole discretion of the District and

may be revoked at any time. A Electronic Issuance form must be completed, submitted and approved by the Human Resources Department prior to issuance of equipment.

The following criteria are among those that may be considered before authorization for District equipment is granted:

- **Management** – the employee is in a managerial role and a critical component of their job responsibilities, regardless of location and work schedule, is contact with staff, citizens and other agencies.
- **Work Location** – the requirements of the job regularly take the employee away from their primary work location, either to serve the public or to complete work assignments, and the department head believes a cellular telephone, smartphone, tablet, or other mobile device is a critical tool for performing the job. Employees who are regularly assigned to a desk with a landline phone and who do not meet the other criteria will ordinarily not be assigned a cell phone or smartphone.
- **On-Call or Standby** – the employee is either regularly or occasionally scheduled to be on call or on standby, or is frequently expected to respond to District matters during non-business hours.

Off Duty Use of Cell Phones, Smartphones, Tablets, and other Mobile Devices

Use of a cellphone, smartphone, tablet, or other mobile devices for work-related purposes, such as checking and responding to e-mail and engaging in phone conversations, may be considered hours worked under the Fair Labor Standards Act (FLSA). Employees who are not exempt from the overtime provisions of the FLSA should obtain advance approval from a supervisor/manager prior to using a cell phone or smartphone for business purposes while off duty unless the use is considered "de minimis".

For non-exempt employees, all hours worked must be reported on the employee's timesheet. If off-duty time spent on work activities is considered "de minimis" under the FLSA, the hours should not be reported on the employee timesheet. Since the District's increment of time for timesheet reporting is fifteen (15) minutes, hours worked of less than seven and one-half (7.5) minutes per day is considered de minimis.

Damage, Theft, or Loss of District-Issued Equipment

Employees are responsible for maintaining adequate physical protection of the equipment issued to them by the District. Employees shall immediately notify their department head and Human Resources if any District-owned cell phone, smartphone, tablet, or other mobile device is damaged, lost or stolen. Human Resources will review the circumstances surrounding the damage or loss of District equipment. Should it be determined that the employee was negligent, careless, and/or reckless for the damaged or lost equipment, the employee may be charged for the repair or replacement cost.

No Expectation of Privacy

Employees should have no expectation of privacy in any correspondence using the District's communication equipment or in any message or communication, they create, receive, send or delete when communication occurs during the course of their job or through District-owned equipment. This includes phone conversations, voicemail, e-mail, calendars, and documents. Employees should not communicate their private, privileged, or confidential information via the District's communication equipment. Employees who do communicate their private, privileged, or confidential information via the District's communication equipment will be deemed to have waived any privilege or privacy rights in

those communications.

All communications transmitted via the District's communication systems are subject to monitoring, at the District's discretion. In response to the information requested under the California Public Records Act, it may be necessary for the District to examine electronic communications records that users may consider to be personal to determine whether they are public records that are subject to disclosure. The District may be required to produce information transmitted through or stored on its information systems pursuant to a court order, subpoena, or statute.

In accordance with California law, employees and any other individuals on a phone call will be provided with notice if the call may be recorded. Employees will be notified if their live phone calls will be monitored for training or quality assurance purposes.

Personal Phones in the Workplace

During work hours, employees are required to turn off their personal cell phones /smartphones or switch them to silent/vibrate mode. Employees who need to use their personal phone to attend to personal matters should do so during designated breaks or while at lunch, except in the event of an emergency. Use of a personal phone for personal business must not interfere with work performance.

Hands-Free Phone Use While Driving

All employees who drive either a District vehicle or personal vehicle for District business during work hours must comply with the State of California's hands-free driving and no texting laws. These laws prohibit individuals from using a handheld wireless telephone or writing, sending, or reading a text-based communication while operating a motor vehicle. The District expects employees to use their cell phones/smartphones in hands-free mode while driving or after they have pulled off the road and parked their vehicle. Failure to comply with this law may result in disciplinary action.

Return of District-Issued Equipment

Employees who leave District service are required to return all District-issued equipment. Employees who have authorization for District-issued equipment rescinded are required to return all District-issued equipment.

N. Outside Employment

No employee shall engage in outside employment which is inconsistent, incompatible, in conflict with or which will lessen their effectiveness as a District employee.

Approval Process

To gain approval for outside employment, an employee must first submit a request in writing with their department head. Outside employment is not permitted until the employee receives authorization from the department head and Director of Administration.

Restrictions

No District-owned equipment, vehicles, tools or supplies shall be used by any employee while the employee is engaged in any outside employment or activity. No work related to outside employment shall be performed while an employee is being compensated by the District for performing work. Employees shall not use the influence of District employment for personal gain nor perform work

subject to District inspection.

An employee will not engage in outside employment while on Industrial Disability Leave (workers' compensation leave) status with the District.

Revocation

Approval may be rescinded at any time if, in the judgment of the department head, the outside employment is inconsistent with, incompatible with, in conflict with, or harmful or unfavorable to the employee's duties as a District employee.

O. Gifts or Gratuities

No official or employee shall accept a fee, compensation, gift, payment of expenses or any other thing of monetary value in any circumstances in which acceptance may result in or create the appearance of any one or more of the following:

1. Use of public office and/or employment for personal or private gain.
2. Preferential treatment of any person.
3. Loss of complete independence or impartiality.
4. Making a District decision outside of official channels.
5. Reduction of public confidence in the integrity of the District and/or its employees.

Employees who are designated in the District's conflict of interest code shall follow all guidelines in accordance with applicable state law.

P. Customer Relations

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

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

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

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

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

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

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor/manager, department head or the General Manager to intervene.

Section 13. Staff Expense Reimbursement Guidelines

A. Reimbursement of Expenses

Employees must seek authorization prior to incurring a business expense. Employees who have incurred business expenses are required to submit all receipts with a reimbursement request form to Finance department no later than the 30th of the month in which the expense was incurred. The District will reimburse employees for substantiated incurred business expenses on or before the 30th of the following month of the submitted and approved reimbursement request.

If you have any questions about the District's expense reimbursement policy, contact the Finance Department.

B. Credit Card and Credit Account Use

Credit card and/or Credit accounts will be issued to specific employees who either travel on a regular basis on District business or have the need to frequently purchase supplies or services. Credit cards and/or Credit accounts should be used only for the legitimate approved business of the District, and in compliance with District policies. Employees who are issued a credit card or credit account is charged with the safekeeping of the account and must immediately report any suspected compromise.

- No personal items may be charged on the business credit card;
- All charges must be in line with District policies and guidelines, or as approved by management;
- Receipts must contain an explanation of how the expense is District related if not indicated on the actual purchase slip; and
- Receipts must be turned in to the finance department within 30 days.

C. Mileage

The mileage reimbursement rate to operate privately-owned vehicles for District business will be the allowable IRS rate in effect at the time the expense is incurred. The mileage distance should be calculated from destination to destination. An accurate amount of total mileage must be maintained and submitted for approval.

Those driving private vehicles on District business will be required to complete one (1) hour of defensive driving classes every year. You will also be enrolled in the state of California PULL program that monitors driving records for public employees. In addition, you are required to provide the District with proof of insurance coverage for your personal vehicle at least annually. You are expected to practice good defensive driving techniques and operate the vehicle in a safe and responsible manner.

D. Air Travel

It is a requirement to book flights timely in order to avoid last-minute charges, unless approved in advance by management. Employees may make their own reservations. Employees are normally expected to use the least expensive fare when choosing flights.

E. Car Rentals

The District's policy is to allow you to rent a mid-size automobile where you get the best rate and most convenient rental. When renting a car on District business, use your District issued credit card and do not purchase additional car rental loss and damage coverage as the District's policy already provides this coverage. Do not accept direct billing if offered because it negates this coverage.

F. Meals

The District will reimburse meals using the per diem rates applicable to the region of travel as published by the US General Services Administration (GSA:

<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

“Meals” include breakfast, lunch, and dinner occurring due to District business being conducted out-of-town. Alcoholic beverages shall not be reimbursed.

G. Lodging

The District will reimburse lodging using the per diem rates applicable to the region as published by the US General Services Administration (GSA: <https://www.gsa.gov/travel/plan-book/per-diem-rates>).

Employees should always try to get a government rate whenever possible. Management approval is required for lodging fees that are above \$250 per night, exclusive of taxes and fees.

H. Cab/Shuttle

At times it may be more cost-effective and/or convenient to utilize a cab, shuttle, or other services such as Uber and Lyft from the office/your home to the airport (consider mileage, parking fees, etc.). Please check these options if appropriate while traveling.

I. Expense Reports

Expense Reports should be submitted within one week of return. Receipts are required for all expenditures.

Section 14. Miscellaneous Policies

A. Personnel Records

Request to View Personnel Records

You have a right to inspect or receive a copy of the personnel records that District maintains relating to your performance or to any grievance concerning you under Labor Code § 1198.5(a). Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

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

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

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

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

Staff access to Personnel Records

Personnel files are confidential and are to be treated as such. Personnel files may not be taken outside of the main District office.

Access to personnel files is limited to the following:

- Human Resources personnel in the course of their normal duties;
- Managers and supervisors, with the written authorization of the Director of Administration, may only have access to a personnel file, or limited parts of it, on a need-to-know basis;
- Others only as specifically authorized by the Director of Administration, in the course of their duties, may be allowed access to file information, (i.e. representatives of government or law enforcement agencies, District auditors, etc.).

B. Employment of Relatives

Purpose

The District regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale.

Definitions

- “Relative” means child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, step-relatives, or in-laws of those enumerated by marriage or domestic partnership.
- “Spouse” means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law. (Fam. Code § 297 & 300.)
- “Supervisory relationship” means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her District appointment.

Policy

Employment of Relatives

The District shall not employ, appoint, promote, or transfer any person who is a relative of another District employee except with the express written authority of the General Manager.

Spouses or Domestic Partners or Marriage or Domestic Partnership After Employment

Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in the same department, do not have a direct supervisory relationship with one another, and are not in job positions involving a conflict of interest.

If any of the above conditions arise, the procedures below shall apply:

C. Guests and Visitors

Visits from friends and family are to be kept to a minimum, in order to preserve an appropriate work environment. It is extremely important that the impression left with District visitors is that of a professional organization with the highest standards of conduct.

Emergencies in which children must be in the office for an extended length of time are to be kept to an absolute minimum. On those occasions when children are present, they should not be allowed to disrupt others in the workplace. Your child is your responsibility and must be under your direct supervision at all times. Under no circumstances may children provide work for the District, unless the child is hired as an employee pursuant to District policies.

The District reserves its right in its sole discretion to deny such a request for reasons including, but not limited to, the requested guest or visitor has been disruptive in the past, there is a special event scheduled on the date(s) requested, or the work environment is not appropriate for the visitor or guest due to safety or other reasons.

D. Parking

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

Parking areas may be monitored with video or other surveillance for purposes of protecting District property only. This surveillance system is in no way intended to provide employees with personal

security.

E. Housekeeping

All employees are expected to keep their work areas (i.e. office, cubicle, assigned vehicle, etc.) clean and organized. People using common areas such as lunchrooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

F. Bulletin Boards

The District maintains bulletin boards located Main office hallway, main office lunchroom, field office break area.

Bulletin boards are used to provide information to employees concerning protected union items, events hosted by employees, fundraising, items for sale.

Employees may not post items on District bulletin boards unless the following conditions are met:

- Postings may be made by District employees only;
- The information to be posted must first be approved by the Director of Administration;
- Postings are limited to 8.5" x 11" in size;
- Bulletin boards will be updated monthly; and
- Posted items will be dated and will be removed after one month.

G. Audio/Video Recordings

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. Employees also may not use any audio or video recordings in work areas that the District has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of their employment, such as documenting health and safety issues.

The District uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas). The video surveillance does not include sound recording.

H. California Public Records Act Request (CPRA)

The District strives to comply with all applicable laws and provide the public with information as requested. Therefore, our goal is to respond promptly to any Public Records Request. Any employee receiving a request from the public for documents is to forward that request to the Executive Assistant immediately. The Executive Assistant will work with those necessary to fulfill the request. Employees are not to respond to CPRA requests independently.

I. Outside Relations / Media Contact

Employees may be approached for interviews or comments by the news media. Only people designated by the General Manager may comment to the media on District matters. All media requests, whether verbal or written, must be forwarded to the General Manager for handling.

This policy does not limit an employee's right to discuss the terms and conditions of their employment, or to try and improve these conditions.

Section 15. Discipline

A. Causes for Discipline

The causes for discipline set standards of conduct for all employees and is not an exhaustive list of all the grounds that could lead to discipline.

Such performance or conduct may involve but is not limited to:

1. Falsification of District records, including any material entries or omissions of information in an employment application or other District records.
2. Being under the influence of or possessing or using alcoholic beverages or illegal drugs or controlled substances on District premises or while on District business. Consumption of alcoholic beverages or illegal drugs prior to reporting for a work shift, during a work shift, including breaks and lunch hours, and including on-call duty time, shall be considered a violation of this standard.
3. Failure to submit to a drug or alcohol test after performing the conduct detailed in #2 above.
4. Failure to enroll in a state-certified alcohol or drug treatment outpatient program after having been found to be under the influence pursuant to the District's Alcohol & Drug Policy.
5. Failure to complete a state-certified alcohol or drug treatment outpatient program after having been found to be under the influence pursuant to the District's Alcohol & Drug Policy.
6. Abuse, damage or destruction of District property due to careless or willful acts.
7. Failure to observe fire prevention and safety regulations or practices, including reporting injuries, accidents or unsafe practices or conditions promptly.
8. Discourteous treatment of the public.
9. Inability or unwillingness to work in harmony with other employees.
10. Theft, fraud, carrying personal or concealed weapons or explosives, or violation of criminal laws on District premises.
11. Fighting, throwing things, horseplay, practical jokes or other disorderly conduct which may endanger the well-being of any employee or District operations.
12. Threatening, intimidating, coercing, using abusive or insulting language, or otherwise interfering with the performance of other employees.
13. Insubordination or refusal to comply with lawful instructions or failure to perform reasonable duties, which are assigned.
14. Use of District materials, time or equipment for unauthorized purposes or for personal use.
15. Disorderly or immoral conduct while on duty or while in District uniform, that negatively affects the image of the District.
16. Excessive, unexcused and/or repeated absenteeism or tardiness. For purposes of this article, this means three (3) unexcused absences during a year or two (2) consecutive unexcused absences in a row or five (5) tardies in a year, or (3) three consecutive tardies.
17. Operation of the District vehicle in an unlawful manner.
18. Conviction of a serious crime, including a misdemeanor or a felony, but not including traffic citations or other infractions not involving District vehicles.
19. Failure to immediately follow safe working practices or failure to report promptly an injury

within 24 hours of its occurrence.

20. Violation of any of the provisions of the District's Harassment and Discrimination Policy.

B. Types of Discipline

For just cause, the following disciplinary actions may be taken against any employee of the District by the General Manager or his designee. The District may impose the following types of counseling, reprimands, and discipline:

Minor Discipline

1. Informal Counseling:

For minor infractions an informal counseling will be provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem.

If the situation does not improve within a reasonable period of time (usually 30 days, depending on the seriousness of the issue), the employee's supervisor/manager may repeat the measure, or use the next step. The employee's supervisor/manager shall keep a written record of the date and substance of Informal Counseling, but the record will not become part of the employee's personnel file unless the situation leading to the warning is not corrected and more serious disciplinary procedures are deemed necessary. The written record will be retained in the supervisor/manager's file until the completion of the evaluation year, and then may be documented in the performance evaluation, as the supervisor/manager deems necessary.

Informal Counseling is not subject to the discipline procedures and discipline appeal procedures below.

2. Verbal Reprimand:

A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor/manager's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor/manager deems necessary.

If the situation does not improve within a reasonable period of time (usually 30 days) the employee's supervisor/manager may repeat the measure, or use the next step. A report of the verbal reprimand shall be placed in the employee's personnel file and this reprimand shall cite any counseling sessions that may have occurred. The employee has the right to have a written response attached to the verbal reprimand in the employee's personnel file, if the employee submits the response to the Director of Administration within 10 working days after the reprimand is received.

A verbal reprimand is not subject to the discipline procedures and discipline appeal procedures below.

3. Written Reprimand:

A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue for more substantial infractions or

repeated minor infractions if the situation does not improve within a reasonable length of time (usually 30 days), the employee's supervisor/manager may issue repeat reprimands, or take further action.

A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. The employee has the right to have a written rebuttal attached to the reprimand in the employee's personnel file, if the employee submits the rebuttal to the Director of Administration within 10 working days after the reprimand is received.

A written reprimand is not subject to the discipline procedures and discipline appeal procedures below.

4. Short-term Suspension From Duty:

For severe infractions or for persistent failure to correct deficiencies, which do not, however, justify major discipline, minor discipline in the form of a suspension from duty without pay of up to four working days may be ordered.

Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.

A short-term suspension from duty is not subject to the discipline procedures and discipline appeal procedures below. However, when suspension from duty without pay of four working days or less is imposed, and the employee has passed his/her probationary period, the employee is entitled to written notice (including copies of written materials upon which the notice is based) by the General Manager or designee, of the basis for the suspension without pay at the time of, or prior to, being suspended without pay. The employee shall not be entitled to any pre-disciplinary due process rights (i.e., no "Skelly" hearing) nor to a post-disciplinary evidentiary hearing.

The employee shall be entitled to post-evidentiary due process by being allowed to make a written and/or oral response to the General Manager or designee (as appropriate) regarding the notice within a reasonable time (ten working days or less) after receiving the notice.

When the employee requests to provide an oral response, the General Manager or designee shall conduct the proceeding as a "Skelly" meeting. The General Manager or designee shall issue a final decision on the suspension from duty without pay within ten working days of receiving the employee's response in writing and/or conducting the "Skelly" meeting, whichever occurs later. The General Manager or designee may affirm the discipline imposed; or, reduce or rescind the discipline imposed (and provide the employee with appropriate back pay).

Major Discipline

For more serious infractions of District Standards or for persistent failure to correct deficiencies noted in verbal warnings or written reprimands, major discipline may be imposed. The following actions may be taken by the appropriate level of management in response to the performance deficiencies of regular employees. Forms of major discipline include, but are not limited to:

Suspension from duty:

The District may suspend an employee from his/her position for at least five (5) working days without pay, for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation.

Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.

A suspension from duty is subject to the discipline procedures and discipline appeal procedures below.

Reduction in Pay:

The District may reduce an employee's pay for cause.

A reduction in pay for disciplinary purposes is a decrease in salary to a lower step within the salary range on the District's current salary schedule.

Employees who are exempt from the Fair Labor Standards Act (FLSA) overtime requirements are not subject to salary reduction. However for disciplinary purposes the District may decrease the employee's future accruals of vacation, floating holiday, or administrative leave.

Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation.

A reduction in pay is subject to the discipline procedures and discipline appeal procedures below

Demotion:

The District may demote an employee from his or her position to a lower position for cause.

Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation.

(Demotions resulting from organizational changes, or layoffs are not disciplinary).

A demotion is subject to the discipline procedures and discipline appeal procedures below.

Dismissal:

The District may dismiss an employee from his or her position for cause. Documents related to the dismissal shall become a part of an employee's personnel file when the dismissal is final.

A dismissed employee is entitled to the discipline procedures and discipline appeal procedures below.

C. District Notice and Employee Appeal Procedures for Major Discipline

The following discipline and appeal procedures only apply to the District's for-cause employees. All employees other than for-cause employees, namely temporary, at-will, and/or probationary employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below.

The following discipline procedures apply only to suspension from duty of five (5) days or greater, reduction in pay, demotion, or dismissal.

1. **"Skelly" Notice of Intended Disciplinary Action to Employee:** A written notice of the intended disciplinary action shall be given to the employee, which will include the following information:

- The level of the intended discipline;
- The specific charges that support the intended discipline;
- A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the intended discipline is based;
- Notice of the employee's right to respond to regarding the intended discipline within seven (7) working days from the date of the notice, either by requesting a Skelly conference, or by providing a written response, or both;
- Notice of the employee's right to have a representative of his or her choice at the Skelly conference; and
- Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

2. Notice of Appeal and Request for Hearing:

- Any regular employee may appeal a notice of major discipline and request a hearing before a hearing officer as provided for in these rules.
- The notice of appeal and request for a hearing must be in writing and must be filed with a written response to the allegations in the notice of disciplinary action with the District within seven (7) working days of receipt of the notice of disciplinary action.
- Appellant's written response must address each and every cause for discipline set forth in the notice of disciplinary action and must state specific facts or reasons as grounds for the appeal. The appeal may only address the allegations that were the cause of the disciplinary action.

D. Hearing Procedures for Major Discipline

The following appeal procedures only apply to the District's for-cause employees. All employees other than for-cause employees, namely temporary, at-will, and/or probationary employees, may be disciplined or separated at will, with or without cause, and without the disciplinary appeal, procedures listed below.

The following discipline procedures apply only to suspension from duty of five (5) days or greater, reduction in pay, demotion, or dismissal.

1. Hearing Officer

The District and the Appellant shall mutually agree upon an impartial hearing officer, or if they cannot agree, they shall request a list of at least seven (7) hearing officers from the American Arbitration Association. The District and the Appellant shall alternately strike names off the list until there is one hearing officer remaining, who shall serve as the hearing officer for the hearing, unless the District and the Appellant agree otherwise. Appellant shall strike the first hearing officer from the list. The hearing officer shall issue proposed findings of fact, conclusions of law and a decision where the major discipline involved is termination. In all major discipline matters other than termination, the hearing officer's decision is binding.

2. Hearing

- a. **Time and Place:** The District's representative will prepare procedures for conducting the hearing, and will determine the time and place of the hearing.

- b. **Purpose:** The purpose of the hearing is to make a final determination as to the appropriateness of the action taken.
- c. **Parties:** The Appellant and the District's representative shall attend the meeting; the appellant may bring a representative. Failure of the Appellant, with or without their representative, to appear in person at the time and place set for the hearing, shall be deemed a withdrawal of the appeal, unless otherwise excused by the hearing officer.

3. Order of the Proceedings

- a. The hearing shall be opened by the recording of the time, place and date of the hearing and the presence of the parties and representatives, if any. The District shall first present its case on which the disciplinary action was based.
- b. The hearing officer shall conduct the hearing.

4. Report of the Hearings

An electronic record of the proceedings shall be taken and maintained by the District. Costs for transcripts shall be borne by the requesting party.

5. Adjournment

The hearing may be adjourned or recessed upon the request of the hearing officer.

6. Confidentiality

The hearing shall be closed to the public unless the appellant requests an open hearing.

7. Closing of Hearing

The hearing officer shall inquire if either side has anything further to offer. Upon receiving negative replies, the hearing shall be closed.

8. Decision of the Hearing Officer

The hearing officer shall issue findings of fact, conclusions of law and a binding decision on all major disciplinary matters except termination. In termination matters, the hearing officer's decision is non-binding, subject to further review by the General Manager.

9. Final Decision

In all major disciplinary matters other than termination, the decision of the hearing officer in any appeal shall be binding. In termination matters, the General Manager shall review the record of the hearing, including the hearing officer's proposed findings, conclusions and decision. The General Manager shall, within 30 days of receipt of the hearing officer's proposed findings, conclusions and decision, issue his/her own written findings of fact, conclusions of law and final decision. The General Manager's decision shall be final.

10. Status of Appellant

The imposition of any major discipline, including but not limited to a discharge, shall not be stayed by any appeal filed by an employee following issuance of the notice of major discipline. Any salary or other benefits denied shall be reinstated, only if determined to be appropriate by the hearing officer or General Manager, following the completion of any such appeal hearing.

Section 16. Grievance Policy and Procedures

A. Grievance Policy

Policy

Any employee shall have the right to file a grievance as provided in these Policies without fear of reprisal. The goal of this procedure is to resolve complaints as soon as possible.

Eligibility

A grievant is a regular employee who is personally affected by an act or omission that occurred no more than five (5) calendar days prior to the initiation of the grievance, provided that the act or omission comes within the definition of "grievance" as described herein.

Definition

Subject to the exclusions listed in this policy, a "grievance" is defined as any dispute that:

1. Is job-related;
2. Is wholly or partially within the province of the District to rectify or remedy;
3. Concerns terms and conditions of employment;
4. Involves the interpretation, application, or alleged violation of these Personnel Rules or a current memorandum of understanding (MOU) between the District and recognized employee organization representing District employees; and
5. Is not subject to any other District dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.

Exclusions from the Grievance Procedure

The following matters are excluded from the definition of "grievance":

1. Issues that are subject to meeting and conferring, such as requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;
2. Requests for changes in the content of employee performance evaluations beyond steps I and II below, verbal or written warnings, reprimands or counseling memos;
3. Challenges to a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase;
4. Challenges to any disciplinary action; and
5. Challenges to examinations or appointment to positions.

Procedures

The steps of the grievance procedure are as follows:

1. **Step I Informal Resolution with Supervisor/Manager:** The employee shall first work in good faith to resolve the grievance informally through discussion with their immediate supervisor/manager within five (5) days of the occurrence of the grieved event. The supervisor/manager shall respond to the employee in writing within five (5) days of that meeting.

Submit a Statement of Grievance

The employee's complaint shall be presented in writing. To be considered a formal grievance, the statement of grievance shall include all of the following:

- The date or dates of the alleged violation;
- The specific provision of these Policies or an applicable MOU that was allegedly violated, misinterpreted, or misapplied;
- A description of all facts regarding how the alleged violation occurred;
- A description of how the grievant is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication;
- The documents or other evidence that support the grievance;
- A list of all persons who are witnesses or are involved;
- The desired solution or remedy;
- The person, if any, the grievant has chosen to be their representative;
- A Statement of the Grievance must be signed by the employee filing the grievance to certify that it is filed in good faith.

2. **Step II General Manager:** If the employee believes that the grievance has not been resolved through Step I, the employee may appeal to the grievance decision of the General Manager or his/her designee. Such appeal of the supervisor/manager's decision must be filed within seven (7) days of the conclusion of Step 1. The employee must submit the original statement of grievance along with:

- The date of attempts at informal resolution and the name of the supervisor/manager or individual involved;
- The supervisor/manager's conclusion, decision, or attempt of resolve; and
- The reasons explaining why the supervisor/manager's conclusion, decision, or attempt of resolve was not adequate.

The General Manager, or his designee, shall meet with all parties at least one time, and conduct such investigations, using uninvolved third parties, as they deem appropriate. The General Manager shall respond in writing within thirty (30) days after the date the grievance is received.

The decision of the General Manager shall be final, unless further steps are afforded in applicable MOU.

Timelines

Failure of the District to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review.

If a grievance is not presented or appealed within the time limits, it shall be considered settled on the basis of the preceding response, unless an extension of time to a definite date has been mutually agreed upon in writing.

Representation

An employee may have a representative of their choice present at all stages of the grievance procedure, except that no one may be represented by an employee they supervise, and no employee may be represented by his/her supervisor/manager or department head. If the employee's representative is a fellow employee, that employee will receive time off from their work assignment for the time of the grievance meeting plus reasonable travel time.

Delegation

The General Manager may delegate the Director of Administration or other non-involved department

heads or other management employees to act on his/her behalf in this process. The findings and recommendations rendered by the designee(s) will be advisory to the General Manager, whose ultimate decision will be final, unless further steps are afforded in applicable MOU.

Section 17. Separation From Service

A. Leaving the District

When you decide to leave for any reason, your manager, and/or the Director of Human Resources and Administration would like an opportunity to discuss the resignation with you before final action is taken. All employees leaving the District's employ shall meet with the Director of Administration on the last day of employment.

Resignation

Voluntary resignation results when an employee voluntarily resigns their employment at Joshua Basin Water District or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their supervisor/manager (unless the absence is protected by law).

Termination

A probationary status employee is at-will and may be dismissed without right of appeal.

A regular employee may be dismissed, under the authority of the General Manager for-cause purposes.

Dismissal of regular employees must be conducted in accordance with the District's disciplinary procedures or applicable MOU disciplinary procedures.

Employee Exit

Employee agrees that during the time between notification of separation and last day of employment, they will cooperate fully with the District in all matters relating to the winding-up of any pending work and the orderly transfer to the other District employees the work for which he has been most recently responsible. Employee further agrees that prior to the expiration of the "Notice Period," they will return all originals and hard copies of literature, correspondence, memoranda, reports, summaries, manuals, proposals, contracts and other documents of any kind which relate in any way to the business of the District.

Cooperation with Investigations

During employment the employee agrees to remain available to the District and its legal counsel, voluntarily upon the District's request and without the necessity of a subpoena or court order, in connection with the District's investigation, preparation, prosecution and/or defense of any actual or potential legal proceeding, regulatory action or an internal matter. The employee agrees to cooperate with the District to provide any information reasonably within their recollection and to provide truthful testimony as required. If an employee is called upon to provide cooperation after employment has been terminated, the District will reimburse the employee for reasonable out of pocket expenses actually incurred under this section.

Property Return Agreement

Upon employment with the District, employees that receive any District property, must complete an Equipment Issuance and Return Agreement. Property includes, but is not limited to, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job-related materials. All District property must be returned prior to departure.

Exit Interview

The Director of Administration is responsible for scheduling an exit interview with you on your last date of employment and for arranging the return of the District's property.

Benefits

Medical, Dental, and Vision benefits end on the last day of the month of your employment. Life coverages require "active" employment; therefore, coverage for this ends on your last day worked. COBRA notification will be provided to you at your exit interview.

Final Paycheck

You will receive your final paycheck on the next regularly scheduled payday or earlier if it is required by law. Unused vacation will be paid and calculated in accordance with the District's vacation policy.

CalPERS

You will be notified directly by CalPERS regarding your options.

Deferred Compensation Plan

If you are enrolled in a deferred compensation program, complete the forms and necessary and follow the instructions. You should contact the plan carrier to ensure you completely understand your options.

B. Employment References

District Employment Reference

All inquiries (written, telephone, fax, in-person, etc.) regarding a current or former District employee must be referred to the Director of Administration. No other manager, supervisor, or employee is authorized to release any information regarding a current or former employee on behalf of the District.

In response to an outside request for information regarding a current or former District employee, the Director of Administration will verify only an employee's name, dates of employment, and job title. No other data regarding a current or former District employee will be released unless the employee authorizes the release of such information in writing, or the District is required by law to furnish any information.

Personal Reference

If you are contacted to give a "personal" reference regarding a current or former District employee, you are permitted to do so and should emphasize to the inquirer that the reference is personal only and not on behalf of the District. Such a personal reference shall not be provided on District letterhead.

Failure to follow these directions may be cause for corrective action up to and including termination.

Confirmation of Receipt

Confirmation of Receipt of Employee Handbook

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

Employee's Signature _____

Employee's Printed Name _____

Date _____

Confirmation of Receipt of Discrimination, Harassment, and Retaliation Policy & Procedures

I have received my copy of the District's Policy Against Discrimination, Harassment, and Retaliation; and the Complaint Procedure. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

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

Employee's Signature _____

Employee's Printed Name _____

Date _____

RESOLUTION NO. 19-1012

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA BASIN WATER DISTRICT APPROVING THE JOSHUA BASIN WATER DISTRICT EMPLOYEE HANDBOOK

WHEREAS on August 10, 1988, the Board of Directors of Joshua Basin Water District established personnel administration rules by way of Resolution 88-277;

WHEREAS, on November 14, 1990, the Board of Directors adopted the of Joshua Basin Water District Personnel Rules by way of Resolution 90-333; superseding the personnel administration rules Resolution 88-277;

WHEREAS, on November 3, 1999, the Board of Directors amended the Personnel Rules Resolutions 90-333 to add Veteran’s Day Observance by way of Resolution 99-606;

WHEREAS, it is necessary to update, revise, and clarify personnel rule language with laws, regulations, and industry standard practices;

WHEREAS, the District staff and legal team worked cooperatively to develop a new Employee Handbook that contains a comprehensive collection of the District’s personnel rules; and

WHEREAS, the District’s negotiating team and the AFSCME negotiating team worked cooperatively to reach agreement to the personnel rules set forth in the new Employee Handbook;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Joshua Basin Water District hereby:

- 1) authorizes the Director of Administration to make any technical corrections if needed;
- 2) hereby adopts the new Employee Handbook, attached hereto, superseding the Personnel Rules Resolution 90-333.

ADOPTED, SIGNED AND APPROVED this 29th day of October 2019.

Tom Floen _____
Geary Hund _____
Robert Johnson _____
Mike Reynolds _____
Rebecca Unger _____

Robert Johnson President, Board of Directors

Mark Ban, General Manager and Board Secretary

JOSHUA BASIN WATER DISTRICT
MEETING AGENDA REPORT

Meeting of the Board of Directors

October 29, 2019

Report to: President and Members of the Board

Prepared by: Sarah Johnson

TOPIC: Wellness Program for eligible employees of the District.

RECOMMENDATION: Staff recommends that the Board of Directors adopt a wellness program for the employees of the District.

SUMMARY:

Designing and managing an employee wellness program is an important step in improving the health and productivity of employees and potentially improving the overall cost of employer-provided health care. Wellness programs can benefit employers by:

- Lowering health care costs.
- Reducing absenteeism.
- Achieving higher employee productivity.
- Reducing workers' compensation and disability-related costs.
- Reducing injuries.
- Improving employee morale and loyalty
- Improve Employee Recruitment and retention.

Because of the ever-increasing costs of health insurance and the importance of employee health, employers find implementing wellness programs benefits both the employee's health and the employer's bottom line.

A Wellness Reimbursement Program would be designed to encourage and support a well-rounded healthy lifestyle for employees. The program covers expenses for a variety of eligible wellness activities for gym memberships, fitness classes, massages, nutritional counseling, and much more (exclusions and limitations apply).

FISCAL IMPACT:

Reimbursements would be subject to budget availability set by the Board each year. Eligible employees may request reimbursement for eligible wellness expenses. The monthly cap is equal to the monthly premium rate for the Corporate Gym Membership which is \$23 per month per person. These amounts are considered a benefit in-kind and will be a taxable income for employees unless not required by local tax rules.

The cost for this program is not to exceed \$7728 annually.

STRATEGIC PLAN ITEMS:

3.0 - Value employees by providing a safe and respectful work environment for growth and collaboration.

3.1.7 - Prepare & Create Process for Succession Planning - Prepare for knowledge retention & future recruiting strategies.



Wellness Program Policy

Objective

The District encourages employees to achieve and maintain a healthy lifestyle through wellness and physical fitness.

Eligibility

Wellness reimbursement is available to full-time employees who have successfully completed probation. The employee must be employed by the District when eligible expenses are incurred (paid for) and submitted for reimbursement. Participation in the program is strictly voluntary.

Policy

The District will provide a corporate gym membership or reimburse for eligible wellness related activities and products, including but not limited to those outlined in the below chart.

Reimbursements are subject to budget availability set by the Board each year. Eligible employees may request reimbursement which set to a monthly cap equal to the monthly premium rate for the Corporate Gym Membership. These amounts are considered a benefit in-kind and will be a taxable income for employees unless not required by local tax rules.

Eligible Wellness Related Activities & Products:

You are required to use your best judgment in determining what you submit through the wellness reimbursement program. Below are some examples of what's covered and what's not. Please note, this is not an exhaustive list. If you have an item that doesn't fall into one of these categories, here are some questions to think through:

- Is this item or service directly benefiting me or my family's physical or emotional wellbeing?
- Does this item assist me in relaxing, getting my heart moving or learning a new activity directly related to my wellbeing?

Examples of Eligible Wellness Expenses	
Corporate Gym Membership	Employees may sign up to join 5-Star Fitness in Yucca Valley through the District's corporate account. Memberships fees paid on the employee's behalf and will not be reimbursed. Employees enrolled in the corporate gym membership that do not attend for 60 days or longer will be removed from the corporate membership account.
Memberships	Gym membership other than the corporate offering, initiation fees, registration fees, health center fees, tennis or swim clubs, rock climbing.
Lessons, Classes, Personal Services	Golf, swim, tennis, dance, Yoga, Pilates, spin, martial arts, meditation, massage, personal training kick boxing, nutritional classes and testing, weight management, karate, kick boxing, Tae Kwan Do.
Equipment	Shoes (for any sport), treadmill, snowboard, skis, bicycles, tennis racket, golf clubs, yoga mats, helmets, skates.
Exercise DVDs/Videos, Apps, Electronics, Wellness Products	Wii Fit, Health Apps, Fitness Trackers, Water Purifiers, Air Purifiers, masks, or similar.

Examples of Ineligible Expenses	
Exercise or sports attire (except fitness shoes)	Homeopathic visits, Hydrostatic testing, or similar
Camping Equipment	Vitamins, Supplements, Health Foods
Cell Phones & Tablets	Acupuncture, Chiropractic, or similar
Eyeglasses or Contact lens and cleaning solutions	Smoking Cessation programs
Co-Pays, deductibles, Co-Insurance	Prescription Medications
Tournament fees	Video games not related to exercise or health (Play Station, PS3, Xbox, Kinect, or other. video game console systems)
Health Spa Treatments and products other than massage	

Procedure

Eligible employee's wishing to apply for wellness reimbursement must receive approval in advance before they incur the wellness expense. To obtain approval, the employee must submit a District Wellness Reimbursement form to HR. The form must be submitted along with all relevant information including but not limited to, the description of wellness item, anticipated expenses, and/or other supporting documents that establish that the item is an eligible wellness expense. After approval, submit a receipt or proof of purchase.

Requests for wellness reimbursement must be submitted no later than 60 days after the incurred expense. Requests for wellness reimbursement is subject to minimum of and maximum dollar amounts as indicated on the Wellness Reimbursement form.

Approved reimbursements will be paid with the employee's normal paycheck.

Tax Liability

The amount reimbursed to employees will be reported as taxable income to the Internal Revenue Service and is subject to FICA, Medicare, federal, state, and local taxes.

Additional Information

Employees should consult with a physician before beginning a physical regimen.

Disclaimer: The District reserves the right to interpret, make changes, and/or to or withdraw from this plan at any time, subject to applicable legal requirements.

**JOSHUA BASIN WATER DISTRICT
MEETING AGENDA REPORT**

Meeting: Board of Directors

October 29, 2019

Report to: President and Members of the Board

Prepared by: Sarah Johnson

TOPIC: Office Hours

RECOMMENDATION: Staff recommends that the Board of Directors adopt the attached Resolution 19-1014 updating the office hours.

SUMMARY:

Effective the pay period beginning, 12/21/2019, District employees will move to a four ten work week (ten hours per day, four days per week Monday – Thursday) from the nine-eighty work week (nine hours per day Monday – Thursday, eight hours on Friday, with every other Friday off).

This change provides longer working shifts each day, which will allow the District office to be open longer each business day to serve the public.

The office is currently open to the public from 7:30 a.m. to 4:30 p.m. four days a week, excluding Fridays, Saturdays, Sundays, and holidays.

Effective 12/23/2019, the new office hours are proposed to be from 7:30 a.m. to 5:00 p.m. four days a week, excluding Fridays, Saturdays, Sundays, and holidays.

STRATEGIC PLAN ITEMS:

2.11 – Continuously update administrative policies and procedures

RESOLUTION NO. 19-1014

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA BASIN WATER DISTRICT, AMENDING ARTICLE 4, SECTION 4.04.10 OF THE ADMINISTRATIVE CODE

WHEREAS Article 4, Section 4.04.10 of the Joshua Basin Water District's (the "District") Administrative Code directs the General Manager to open the District's offices to the public during a specified period of time;

WHEREAS on August 1, 2018, the Board of Directors amended Article 4, Section 4.04.10 of the Administrative Code by way of Resolution 18-988 as follows:

"It shall be the duty of the General Manager to devote his entire time to the duties of his office. The General Manager shall see that the office is open to the public from 7:30 a.m. to 4:30 p.m. four days a week, excluding Fridays, Saturdays, Sundays, and holidays.";

WHEREAS Resolution 18-988 was passed to address the closure of the District's offices to the public on Fridays due to a reduced number of field and administrative staff present caused by a 9/80 work schedule;

WHEREAS the District will be instituting a new 4/10 work schedule whereby office hours will be extended for the public by thirty (30) minutes per day; and

WHEREAS such a change in office hours requires the Board of Directors to amend Article 4, Section 4.04.10 of the Administrative Code;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Joshua Basin Water District hereby:

- 1) amend Article 4, Section 4.04.10 of the District's Administration Code, effective December 23, 2019, as follows:

"It shall be the duty of the General Manager to devote his entire time to the duties of his office. The General Manager shall see that the office is open to the public from 7:30 a.m. to 5:00 p.m. four days a week, excluding Fridays, Saturdays, Sundays, and holidays."

ADOPTED, SIGNED AND APPROVED this 29th day of October 2019.

Tom Floen _____
Geary Hund _____
Robert Johnson _____
Mike Reynolds _____
Rebecca Unger _____

Robert Johnson President, Board of Directors

Mark Ban, General Manager and Board Secretary