



**STOCKTON
EAST WATER
DISTRICT**

PROVIDING SERVICE SINCE 1948

www.sewd.net

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SPECIAL MEETING NOTICE

The Administration Committee
of the Stockton East Water District
Board of Directors will meet at

10:00 a.m., Thursday, March 28, 2024

at the District Office, 6767 East Main Street, Stockton, CA

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call Administrative Staff at (209) 948-0333 for assistance so the necessary arrangements can be made.

AGENDA

	<u>Page No.</u>
1. Roll Call - Chairperson Sanguinetti, Director Nakaue, Director Watkins, Director Panizza (Alternate)	
2. Public Comment	
3. Water Supply Contract Terms	01
4. Review and Consideration of Draft Legislative Position Policy Memo	05
a. Stockton East Water District Policy Manual – Draft Legislative Position Policy No. 5005	07
5. Stockton East Water District Employee Handbook	13
6. Adjournment	

Certification of Posting

I hereby certify that on March 25, 2024, I posted a copy of the foregoing agenda in the outside display case at the District Office, 6767 East Main Street, Stockton, California, said time being at least 72 hours in advance of the meeting of the Stockton East Water District Administration Committee Meeting (Government Code Section 54954.2). Executed at Stockton, California on March 25, 2024.

Priya Ram, Finance Director
Stockton East Water District

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Water Supply Contract Meeting Agenda

April 11, 2024

Name	Title
Justin Hopkins (JMH)	Stockton East Water District
Juan Vega (JV)	Stockton East Water District
Ken Jenkins (KJ)	California Water Service Company
Tony Carrasco (TC)	California Water Service Company
Mel Lytle (ML)	City of Stockton
Mitch Maidrand (MM)	City of Stockton
Robert Granberg (RG)	City of Stockton - Consultant
Fritz Buckman (FB)	San Joaquin County
Alex Chetley (AC)	San Joaquin County

I. Announcements

- A. Restroom
- B. Refreshments
- C. Emergency Evacuation
- D.

II. Continued Business

- A. Contract Participants
 - 1. SEWD, CWS, COS
 - 2. San Joaquin County remain?
 - 3. Other potential participants: City of Lathrop, Morada
- B. Contract items
 - 1. Recitals
 - i.
 - 2. Water Quality
 - i. TTHM, Cl₂ residual, TOC targets and notification systems
 - ii.
 - 3. Water Quantity and Reliability
 - i. Minimum of 40,000 acre-feet made available by SEWD – to be evaluated
 - ii. Development of GW supply ideas/plans
 - iii.
 - iv.

4. Budgeting
 - i. Independent annual budgeting process
 - ii.
5. Payment
 - i. Monthly payment for fixed costs; volumetric payment for variable costs
 - ii.
6. SEWD's 'Must Haves' (JMH)
 - i.
 - ii.
7. Term of Contract
 - i.
8. General Provisions
 - i.
- 9.

C. Remove groundwater charges

1. Groundwater Equalization Rate
- 2.

D. 2025 Urban Water Management Plan Update

1. Coordinated effort
2. COS 2020 UWMP and Water Master Plan
- 3.

III. New Business

A. Draft Schedule (MM)

- 1.

B.

IV. Agenda Planning

A. Next meeting May 9, 2024 – need to reschedule due to SJCOG OneVoice

B. Meeting location: Public Works, 1810 E. Hazelton Ave, Stockton, CA

C.

V. Follow-up Items

A.

Attendees:

Stockton East Water District (SEWD) – Justin Hopkins (JM), Juan Vega (JV)

San Joaquin County (SJC) – Fritz Buchman (FB), Alex Chetley (AC)

City of Stockton (COS) – Mel Lytle (ML), Mitch Maidrand (MM), Robert Granberg (RG)

California Water Service Company (CWS) – Jeremiah Mecham (JM), Tony Carrasco (TC), Ken Jenkins (KJ)

Goals:

All

1. To the extent possible, keep negotiating parties at staff level; staff get guidance from elected officials.
2. Simplify, simplify, simplify.
3. Develop a water supply reliability study inclusive of SEWD, SJC, COS, and CWS supplies. SEWD is currently developing as part of master plans and the scope of the study was previously provided.
4. Improve water quality parameters.

SEWD

1. Extend existing contract.
2. Ensure fixed costs are reimbursed regardless of water volume delivered.
3. Maximize use of SEWD surface water every year full supplies are available.
4. Buttress SEWD's ability to operate as an independent special district.
5. Combine SEWD, COS, and CWS into singular GSA – not in contract but potentially through a JPA.

SJC

1. Remove groundwater equalization rate assessment.
2. Potentially exclude SJC from the contract.

COS

1. Develop new contract, not based on existing contract.
2. Keep the new contract strictly to wholesale of surface water and remove all groundwater charges.
3. Do not factor Delta Water Treatment Plant production into cost allocation methodology.
4. Guarantee access to 40TAF of SEWD supply annually.

CWS

1. Allow for groundwater banking credits.
2. Receive guaranteed pressure(s).
3. Provide a minimum guaranteed supply of surface water in drought years to avoid use of groundwater.

Questions:

1. RG – Does SEWD enabling legislation allow service to CWS as a non-governmental entity?
 - a. Yes, per the 1971 District Act, Section 5(b), SEWD shall have the power to “sell treated and untreated water under its control to any municipal corporation, political subdivision of the State of California, public utility, or other person at such charges and rates as shall be set by the Board by contract, agreement, rule, or otherwise, for use within the district.”

Provided documents:

- Contract Between Zone 7 Water Agency and California Water Service Company for a Municipal & Industrial Water Supply

- Water Supply Development and Operating Agreement between South San Joaquin Irrigation District and City of Lathrop

Next Steps:

1. Develop high level contract items.
2. RG to distribute draft contract framework.
3. JMH to provide talking points discussed throughout the meetings.

Memorandum

To: Administration Committee
From: Justin M. Hopkins – General Manager
Date: March 15, 2024
Re: Review and Consideration of Legislative Position Policy

Background

The purpose of this policy is to guide Stockton East Water District (District) officials and staff in considering legislative or regulatory proposals that are likely to have an impact on the District, and to allow for a timely response to important legislative issues.

Summary

As the District engages in legislative matters, and with associations that represent the District, it is helpful to have a policy in place for staff to take positions on bills in a more timely and efficient manner. By outlining policy goals, principles, procedures, and priorities, the District will be better positioned to respond to and advance the District's interest with consistency.

Financial Impact

The proposed policy will have no financial impact.

Recommendations

District staff recommends the Administration Committee direct presentation of the Legislative Position Policy to the Board of Directors and recommend the Board of Directors approve the Legislative Position Policy.

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No. 5005 Legislative Position

Approved by Board of Directors:

April __, 2024

Contents

- A. Policy 1
- B. Purpose 1
- C. Scope 2
- D. Legislative Advocacy Procedures 2
- F. Advocacy Priorities 4

A. Policy

Regulatory engagement is a strategic outcome of the Stockton East Water District (District), defined to leverage industry associations and lobbying efforts to better understand and impact regulatory and legislative changes. This Legislative Position Policy applies to ensure the District engages with local, regional, state, and federal representatives and interest groups to enhance the District’s ability to monitor, shape, and ultimately meet legislative and regulatory requirements, to the District’s best interests.

B. Purpose

The purpose of the policy is to guide District officials and staff in considering legislative or regulatory proposals that are likely to have an impact on the District, and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited,¹ the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions which will affect the public agency expending the funds.²

The purpose for identifying Legislative Advocacy Procedures is to provide clear direction to District staff regarding monitoring and acting upon bills during state and federal legislative sessions. Adherence to Legislative Advocacy Procedures will ensure that legislative inquiries and responses will be administered consistently with “one voice” as to the identified Advocacy Priorities adopted by the Board of Directors. The Legislative Advocacy Procedures and Advocacy Priorities will provide the General Manager, or other designee, discretion to advocate in the District’s best interests in a manner consistent with the goals and priorities adopted by the Board of Directors. This policy is intended to be manageable, consistent, and tailored to the specific needs and culture of the District.

¹ Cal. Gov. Code § 54964.

² Cal. Gov. Code § 53060.5; *Stanson v. Mott* (1976) 17 Cal. 3d 206.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

C. Scope

The Board of Directors recognizes the need to protect District interests and local control, and to identify various avenues to implement its strategic and long-term goals. It is the policy of the District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors.

This policy provides the General Manager, or other designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Directors to set Advocacy Priorities to provide policy guidance. The Board of Directors shall establish various Advocacy Priorities and, so long as the position fits within the Advocacy Priorities, staff are authorized to take a position without board approval.

Whenever an applicable Advocacy Priority does not exist pertaining to legislation affecting the District, the matter shall be brought before the Board of Directors at a regularly scheduled board meeting for formal direction from the Board of Directors. Generally, the District will not address matters that are not pertinent to the district's local government services, such as social issues or international relations issues.

The goals of this policy include:

- Advocate the District's legislative interests at the State, County, and Federal levels.
- Inform and provide information to the Board of Directors and district staff on the legislative process and key issues and legislation that could have a potential impact on the district.
- Serve as an active participant with other local governments, the Association of California Water Agencies, the California Special Districts Association, and local government associations on legislative and regulatory issues that are important to the district and the region.
- Seek grants and funding assistance for District projects, services, and programs to enhance services for the community.

D. Legislative Advocacy Procedures

It is the policy of the District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors. This process involves interaction with local, state, and federal government entities both regarding specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state, and national organizations is encouraged and supported by the District.

Monitoring legislation is a shared function of the Board of Directors, Political Consultants, and General Manager or designated staff. The Legislative Advocacy Procedures are the process by which staff will track and respond to legislative issues in a timely and consistent manner. The General Manager, or other designee, will act on legislation utilizing the following procedures:

STOCKTON EAST WATER DISTRICT POLICY MANUAL

1. The General Manager or other designee shall review requests that the District take a position on legislative issues to determine if the legislation aligns with the district's current approved Advocacy Priorities.
2. The General Manager or other designee will conduct a review of positions and analysis completed by the California Special Districts Association and other local government associations when formulating positions.
3. If the matter aligns with the approved priorities, the District response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of the District, including but not limited to letters, phone calls, emails, and prepared forms, will be communicated through the General Manager or designee. The General Manager or designee shall advise staff to administer the form of advocacy, typically via letters signed by the General Manager, or designee, on behalf of the Board of Directors.
4. All draft legislative position letters initiated by the General Manager or designee shall state whether the district is requesting "support", "support if amended", "oppose", or "oppose unless amended" action on the issue and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect the District, e.g. "the funding the district will lose due to this bill could pay for X capital improvements."
 - a. Support – legislation in this area advances the district's goals and priorities.
 - b. Oppose – legislation in this area could potentially harm, negatively impact or undo positive momentum for the district, or does not advance the district's goals and priorities.
5. The General Manager may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the General Manager or designee.
6. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing the District shall be included as a copy or "cc" on the letter. The appropriate contacts at the California Special Districts Association, Association of California Water Agencies, and other local government associations, if applicable, shall be included as a cc on legislative letters.
7. A position may be adopted by the General Manager or designee if any of the following criteria is met:
 - a. The position is consistent with the adopted Advocacy Priorities;
 - b. The position is consistent with that of organizations to which the district is a member, such as the California Special Districts Association; or
 - c. The position is approved by the Board of Directors.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

8. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Directors at the next regularly scheduled Board Meeting.

F. Advocacy Priorities

1. Revenue, Finances, and Taxation

Ensure adequate funding for special districts' safe and reliable core local service delivery. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies. Protect and preserve special districts' property tax allocations and local flexibility with revenue and diversify local revenue sources.

Support opportunities that allow the district to compete for its fair share of regional, state, and federal funding, and that maintain funding streams. Opportunities may include competitive grants and funding programs. Opportunities may also include dedicated funding streams at the regional, state, or federal levels that allow the district to maximize local revenues, offset and leverage capital expenditures, and maintain district goals and standards.

2. Governance and Accountability

Enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preferences of each community.

Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.

Promote local-level solutions, decision-making, and management concerning service delivery and governance structures while upholding voter control and maintaining LAFCO authority over local government jurisdictional reorganizations and/or consolidations.

3. Human Resources and Personnel

Promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees.

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Maintain special districts' ability to exercise local flexibility by minimizing state mandated contract requirements. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

4. Infrastructure, Innovation, and Investment

Encourage prudent planning for investment and maintenance of innovative long-term infrastructure. Support the contracting flexibility and fiscal tools and incentives needed to help special districts meet California's changing demands. Promote the efficient, effective, and sustainable delivery of core local services.

Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.

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**STOCKTON EAST WATER DISTRICT
EMPLOYEE HANDBOOK**

EFFECTIVE APRIL 1, 2020

**Approved by the Board of Directors
March 3, 2020**

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STOCKTON EAST WATER DISTRICT EMPLOYEE HANDBOOK

STATEMENT OF PURPOSE

This Employee Handbook for the administration of the personnel system of the Stockton East Water District (District) has, as its objectives, the provision of a fair and equitable system of personnel management in the District, and the provision of efficient and economical services to the public. It shall supersede all previous handbooks. It is intended to be an overview of the District's employment rules and procedures, which ensure equal treatment for those who compete for original employment and promotion, and defines the obligations, rights, privileges, benefits, and prohibitions placed upon all District employees. **The District has an at-will relationship with its employees and reserves the right to change or modify this Employee Handbook at any time.** Within the limits of administrative feasibility and legal principles, recognition will be given to the fact that employees differ and are distinct from one another, and that no two individuals react alike to performance reviews, rewards and discipline or to motivation and encouragement. For this reason, considerable latitude will be given to the General Manager in the interpretation of this Employee Handbook.

RULES AND REGULATIONS

Section 1.00. General Provisions

- 1.01. Title. This Employee Handbook will be known, and may be cited, as the "Rules and Procedures" and may be referred to in this document as the "Manual."
- 1.02. Administration. Unless otherwise directed by the Board, the General Manager will be responsible for all personnel matters. The General Manager or their designee may delegate as many of the day-to-day functions as they deem appropriate.
- 1.03. Non-Discrimination. The District is committed to a policy of equal employment opportunity for applicants and employees. Employment decisions will comply with all applicable laws prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Immigration and Nationality Act, California's Fair Employment and Housing Act, and all other applicable State and Federal laws.

Furthermore, the District believes that all persons are entitled to equal employment opportunity and does not unlawfully discriminate against its employees or applicants because of race, color, religious creed, national origin, ancestry, medical condition (including genetic characteristics), marital status, age (40 years or older), sex, gender (including gender identity or gender expression), sexual orientation, pregnancy, mental or physical disability, military/veteran status, reproductive health decisionmaking or any other legally protected status. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination.

1.04. Policy Against Harassment. The District is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the District maintains a strict policy prohibiting unlawful harassment on the basis of race, color, religious creed, national origin, ancestry, medical condition (including genetic characteristics), marital status, age (40 years or older), sex, gender (including gender identity or gender expression), sexual orientation, pregnancy, mental or physical disability, military/veteran status, reproductive health decisionmaking, or any other legally protected status.

Harassment of an applicant, employee, volunteer, or unpaid intern by a supervisor, management employee, Board member, or co-worker, or any other person present in the workplace on any of the bases listed above or retaliation against anyone making an allegation of harassment will not be tolerated.

Disciplinary action up to and including termination will be taken for behavior described as follows.

Harassment includes, but is not limited to:

- A. Verbal Harassment. For example, derogatory or unwanted nicknames, comments, offensive language or slurs on any of the bases listed above.
- B. Physical Harassment. For example, assault, touching, impeding or blocking movement or any physical interference with normal work or movement when directed at an individual on any of the bases listed above.
- C. Visual Forms of Harassment. For example, derogatory posters, notices, bulletins, memos, cartoons or drawings on any of the bases listed above.
- D. Sexual Harassment. Unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature that is conditioned upon an employment benefit, unreasonably interferes with an individual's work performance, or creates an offensive or hostile work environment.

On occasion, a person may not be aware that their behavior is offensive or potentially could constitute harassment. Any individual (employee or applicant) who believes that they have been sexually harassed should immediately inform the offender that their behavior is unacceptable and is to cease. If an employee believes they are the subject of sexual harassment but feels threatened or has difficulty expressing disapproval to the offender, the employee should seek informal assistance and counseling from their supervisor. In addition, an individual may seek at their own expense advice and counseling outside of the District (e.g., employee organizations, private counseling and community counseling centers). When an individual's efforts to resolve a sexual harassment complaint informally do not satisfactorily resolve the situation, the individual should make a complaint (verbal or in writing) of the incident and the name(s) of the individual(s) involved to the supervisor nearest them in the chain of command who is not involved in the harassment.

Supervisors will immediately report to the General Manager any incident of harassment that they witness or are told about. In the event the General Manager is the person of whom the complaint

is made, the supervisor will immediately report any incident of harassment to the Assistant General Manager or designated committee or representative(s) appointed by the Board.

As soon as practical and within a reasonable amount of time of receiving such a report, the General Manager or their designee (unless either is the person complained of, in which case the Assistant General Manager or designated committee or representative(s) appointed by the Board will substitute for that person) will interview the complainant. The General Manager, Assistant General Manager or designated committee or representative(s) appointed by the Board will report all complaints of harassment to the Board of Directors in closed session at the next regular meeting. If, in the Board's opinion, there are grounds to investigate further, the Board or designated committee or representatives of the Board will promptly thereafter interview the person of whom the complaint is made and all other persons who may be considered necessary, such as percipient witnesses. If in the opinion of the investigators the matter can then be resolved by appropriate warnings, correction action short of the imposition of discipline, or conciliation between the parties, they will do so.

The interviews and investigations will be directly related to the harassment issue under investigation; a record, including a written record or audio recordings, may be kept, and the General Manager or their designee will maintain a confidential holding file documenting any investigations made and the resolutions thereof.

If it is inappropriate to resolve the matter by appropriate warnings, corrective action short of the imposition of discipline or conciliation, and the investigators feel the imposition of discipline is required, such discipline will be imposed pursuant to the procedures established in this Manual.

In the event the imposition of discipline is required, all rights to representation, hearings, and appeal granted by this Manual and applicable State or Federal law will be observed.

All investigations will remain confidential to the extent allowed by law. At no time will information concerning a complaint be released to anyone not involved with the investigation except that the General Manager will report to the Board of Directors in closed session the fact of, and the resolution of, any such investigation if allowed to do so pursuant to Government Code Section 54957, and the investigators may consult with legal counsel as necessary. Such reports as may be required by the Government Code will be made. The purpose of this provision is to protect the confidentiality of the employees, to encourage the reporting of incidents of harassment, and to protect the reputation of any person wrongfully charged with harassment.

The making of a knowingly false complaint of harassment will be grounds for discipline.

Harassment as described above violates Title VII of the Civil Rights Act of 1964, the California Government Code, and regulations of the Equal Employment Opportunity Commission and the California Civil Rights Department. It is the right of any employee to file a charge of discrimination or harassment directly with the California's Civil Rights Department and the Federal Equal Employment Opportunity Commission. The nearest office is listed in the telephone book.

The District also provides required sexual harassment training for all employees to the extent required by law. More information on such training is available on the California Civil Rights Department's website (<https://calcivilrights.ca.gov/shpt/>).

Violation of this policy against harassment may constitute cause for discipline, up to and including termination.

- 1.05. Immigration Law Compliance. The District is committed to full compliance with the Federal Immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law, and requires that every individual provide satisfactory evidence of their identity and legal authority to work in the United States no later than three (3) business days after they begin work. Accordingly, all newly hired employees must comply with this procedure.
- 1.06. Age Requirements. The minimum age requirement for regular employment by the District is eighteen (18) years of age. The District is governed by the proscriptions in the Amendments to the Age Discrimination Employment Act of 1975 ("ADEA"). (Refer to Government Code Sections 11135 and 12941, E.O. 11141).
- 1.07. Fair Employment Practices. Any technique or procedure used in recruitment and selection of employees will be designed to measure only the job related qualifications of applicants. No questions in any tests, or in any application forms, or by any Department Manager will be so framed as to attempt to elicit information concerning any protected category as referenced above in Section 1.03. Nothing herein contained will be construed to preclude the execution of loyalty oaths if permitted by law. (Refer to FEHA, ADEA, Title VI, Title VII, E.O. 11135, 11246, Equal Pay Act, L.C. 1197.5, Rehabilitation Act, Veterans' Act, Labor Code 1101-1105).
- 1.08. Dissemination of the Employee Handbook. Copies of this Employee Handbook will be provided to all employees. Copies will be on file in the Administration Department and in each Department Manager's office. Where additional Departmental rules and procedures are in force, copies of such rules and procedures will also be available to employees of that department. Employees will be required to sign an Acknowledgement of Receipt of Employee Handbook.
- 1.09. District Rights. The General Manager or their designee may authorize, and have the exclusive right in accordance with applicable laws and regulations to take, certain actions, including, but not limited to, the following:
 - A. Directing of employees in the performance of their duties.
 - B. Hiring, promoting, transferring, classifying and assigning employees.
 - C. Disciplining or dismissing employees.
 - D. Determining and effectuating methods of implementing Board Policy.

- 1.10. Delegation of Powers by the General Manager. The General Manager, in their discretion, may delegate any of their authority set forth in these rules and procedures as they may deem appropriate and necessary.
- 1.11. Employee Organizations. Employees of the District will have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. Employees of the District also will have the right to refuse to join or participate in the activities of employees organizations and will have the right to represent themselves individually in their employment relations with the District. No employee will be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of their exercise of these rights.

In the event provisions of these Rules and Regulations contradict those included in a Memorandum of Understanding accepted by the Board of Directors and in effect between the District and any formally recognized employee organizations, the terms of the Memorandum of Understanding will prevail.

- 1.12. The Merit Principle. The personnel system of the District will be based on the merit principle. That is, appointments and promotions of all employees and officers of the District will be based on merit and fitness; that is, knowledge, experience, and ability.

Annual written evaluations of performance will be conducted and will provide the basis for compensation adjustments or position changes. The annual written evaluation will be presented to the employee and reviewed with the employee by their supervisor, and the employee will acknowledge receipt of the written evaluation on a copy of the evaluation, which acknowledged copy will be placed in the employee's personnel file. Employees who disagree with said evaluation will be given five (5) working days to respond in writing stating the reasons for disagreement. Said response may be reviewed with the employee, their supervisor, and the General Manager. The written response will become a permanent part of the employee's personnel file. At the discretion of the General Manager, more frequent evaluations may be conducted.

- 1.13. Definitions. Basic terminology used in the District's personnel system is defined and discussed directly below and in the following Sections:

- A. Employee. A person legally employed to perform the work of a position.
- B. Position. Any office of employment, whether occupied or vacant, representing a group of duties and responsibilities assigned to one person.
- C. Anniversary Date. Anniversary Date means the date an employee is first employed in an appointed position with the District.
- D. Appointment Date. Appointment Date means the date an employee receives a promotion or merit increase and the annual evaluation appraisal reoccurrence thereof.

- E. Class(es) of Positions. A group of positions having duties and responsibilities sufficiently similar that the same title, examples of duties, requirements, and salary range may be applied.
- F. Class Specification. The official description of a class of positions, specifying the title, duties, responsibilities and qualification requirements of the positions included in the class.
- G. Job Description. A description of the general duties of a particular position.

- 1.14. Classification Plan. The General Manager or their designee will ascertain the duties and typical duties and responsibilities of positions in each class and responsibilities of all positions in the classified service, and will recommend a classification plan for such positions. The classification plan will consist of classes of positions defined by class specifications, including title, a description of typical duties and responsibilities of positions in each class, and a statement of training, experience, and other qualifications to be required of applicants for positions in each class.

The classification plan will be developed and maintained so all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class.

The plan will be subject to the approval of the Board. After it has been adopted, it may be amended or revised from time to time by the Board, upon recommendation by the General Manager.

- 1.15. Pay Plan.

- A. Introduction. The basic pay plan will consist of a series of salary ranges of five (5) pay-for-performance steps. All regular classes of employment will be assigned to one of the salary ranges of the pay plan by a classification plan, approved from time to time, by the Board. Temporary employees may be employed, as deemed necessary, at hourly rates established by the General Manager.
- B. Salary Range. Advancement within the five (5) steps of the salary range will be interpreted and applied as follows:
 - 1) The first step is the minimum rate and will normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the General Manager may authorize hiring above the first step.
 - 2) The second step is an increase granted after one (1) year of continuous, satisfactory service.
 - 3) The third step is an incentive appointment and represents the middle value or the salary range at which a fully qualified, experienced, and ordinarily conscientious

employee may be expected to be paid after a reasonable period of satisfactory service. An employee may be advanced to the third step after completion of a year or more of continuous, satisfactory service at the second step.

- 4) The fourth step is reserved to reward employees whose work is above average for their class. An employee may be advanced to the fourth step after the completion of a year or more of continuous, above average service at the third step.
- 5) The fifth step is reserved as a reward for outstanding service. An employee may be advanced to the fifth step after completion of a year or more of continuous, outstanding service at the fourth step.

- C. Effective Date of Appointment. Appointment to steps two, three, four and five will be considered and, when recommended, granted upon the employee's appointment date, upon approval of the General Manager.
- D. Special Merit Appointment. The General Manager, in their sole discretion, may authorize appointment of an employee to any of the last four steps earlier than the employee would normally be eligible by virtue or length of service. Such action is reserved for very exceptional cases, and will be approved only after being carefully analyzed. Subsequent increases shall be considered annually thereafter.
- E. Computation of Compensation Rates. The biweekly rate of compensation will be determined by multiplying the monthly rate by 12 and dividing the product by 26. Multiplying the monthly rate by 12 and dividing the product by 2080 will determine the hourly rate of compensation.
- F. Pay Day. District employees will be paid every other Friday for an eighty (80) hour, biweekly pay period. If the payday falls on a holiday, salaries are paid on the preceding business day which is not a holiday, when feasible. Deductions on the salary paycheck are made for those payments, such as State and Federal income tax, authorized by law. Voluntary deductions may be made for other payments requested by the employee and approved by the Board, if such deductions are requested in writing.
- G. Personnel Working Above Classification. Assignment of personnel to work above classification is subject to approval by the General Manager. Personnel working above classification shall be compensated in accordance with the following:
 - 1) A department head may temporarily assign any Regular Employee to perform duties normally assigned to a classification with a higher salary.
 - 2) An employee assigned to work above their classification will be compensated beginning the first (1st) day of such assignment at a rate of pay which is five percent (5%) higher than the employee's current base salary, provided that such compensation is not higher than Step 5 of the salary assigned to the higher classification.

- 3) If a five percent (5%) increase is higher than Step 5 of the higher classification, the employee shall be paid at a rate equal to Step 5 of the higher classification.
- 4) Employees who are being paid for working in a higher classification are not eligible for merit increases in the higher classification.
- 5) Whenever an employee receives a merit increase in the employee's regular classification while working in the higher classification or the employee's regular salary is otherwise increased or decreased, the employee's pay for working above classification shall be adjusted so that the employee continues to be compensated at a rate which is five percent (5%) higher than employee's base salary or at a rate equal to Step 5 of the higher classification, whichever is less.

H. Special Compensation for Performing District Diving Duties. Additional compensation will be paid over the Diver's regular pay for performing District diving duties in accordance with the current Memorandum of Understanding (MOU).

I. Class A and B Driver's License. Employees driving District vehicles within the ordinary course of their employment with the District, and in possession of a valid California Department of Motor Vehicle Class A or B Driver's License, will receive a one-time increase in salary in accordance with the current MOU. Certain reasonable expenses incurred to obtain Class A and B Driver's Licenses will be paid by the District with the approval of the General Manager.

J. Cost-of-Living Salary Adjustment. Regular Employees will receive a Cost-of-Living salary adjustment in accordance with the current Memorandum of Understanding (MOU).

1.16. Salary Survey. A comprehensive salary survey will be conducted in accordance with the current Memorandum of Understanding (MOU).

1.17. Driving Record. The following policy will be applicable to each District employee.

The purpose of establishing a written Driver Record Review Policy is to minimize the District's exposure to vehicle losses and to maintain vehicle insurance at the lowest cost. This policy applies to all employees, volunteers and directors who drive on District business.

The District shall obtain Department of Motor Vehicles driving records of all employees authorized to operate vehicles (District or private) on District Business. The District shall obtain a copy of each authorized employee's driving record as soon as possible after date of hire, every one (1) year thereafter and immediately in the event of new activity (moving violation, accident, etc.).

A District employee who drives their private vehicle for District business must provide the District Proof of Insurance. Such employees must keep such Proof of Insurance current and maintain on file with the District a current Proof of Insurance at all times. The Proof of Insurance shall be placed in the employee's personnel file.

The District shall be responsible for ordering and interpreting all driving records. A copy shall be kept in the employee's personnel file.

If an employee's duties require driving a vehicle, the employee must maintain a driving record that will not cause the District's insurance rate to be increased or for the employee to become uninsurable. Any such actions could lead to disciplinary action up to and including termination.

- 1.18. Employment of Relatives. Relatives of present employees may be hired by the District only if (i) the individuals will not work in a direct supervisory relationship; (ii) the present employee is not in a position classified as "confidential"; and (iii) the employment will not pose difficulties for supervision, safety, security or morale. "Relatives" are defined to include spouses, children, sisters, brothers, mothers or fathers, grandparents, domestic partner or children-in-law, sisters-in-law, mothers-in-law, brothers-in-law or fathers-in-law.

In the event that a change in status occurs (as by marriage, promotion, job assignment, demotion, adoption) with respect to present employees, then the present employees will be permitted to continue employment with the District only if the employees do not work in a direct supervisory relationship with one another, neither is in a "confidential" position, and the relationship does not pose difficulties for supervision, security, safety or morale. If employees whose status changes do work in a direct supervisory relationship with one another, or one is in a confidential position, or the relationship poses difficulties for supervisors, safety, security or morale, then the District will attempt to reassign one of the employees to another position for which they are qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the District employment. The decision as to which employee will leave is left solely to the affected employees.

- 1.19. Electronic Communications Policy. The District uses various forms of electronic communication systems including, but not limited to computers, email, facsimile machines, text messages, internet, etc. ("Electronic Communication Systems"). The District's Electronic Communication Systems may be used by employees subject to the following:

- A. All Electronic Communication Systems are District property and the District retains the right to inspect such systems at any time.
- B. All Electronic Communication Systems are intended for official District business only. Minimal personal use of the District's Electronic Communication Systems is permitted so long as it does not interfere with timely and proper job performance.
- C. The Electronic Communication Systems are not to be used in any way that may be disruptive, offensive to others, harmful to morale or may reflect negatively on the District or its employees. For example, there is to be no display or transmission of sexually-explicit images, messages, or cartoons, or any transmissions or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on any protected category as referenced above in Section 1.03.

- D. Employees should consider all transmissions and communications sent or received using the District's Electronic Communication Systems, including those sent for District purposes using a personal email, cell phone, or text messaging account, to be non-confidential and of a permanent nature, such that the District will be able to retrieve and read or view them at a later time.
- E. The District monitors its Electronic Communication Systems periodically to ensure its equipment is being used for business purposes. Security features, including passwords and message-delete functions, do not neutralize the District's ability to access any message at any time. Employees must be aware that the possibility of such access always exists. As a result, Employees do not have a right of privacy in the communications, information, material, or images contained in or transmitted using any District Electronic Communication System.

Violation of this electronics communication policy may result in disciplinary action, up to and including termination.

- 1.20. Telephone Policy. Employees are requested to keep all personal telephone calls to a minimum. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Under no circumstances should an employee make or charge a long distance call to the District unless it is work-related, or the employee has permission from the General Manager, which includes arrangements for repayment to the District for any such costs.
- 1.21. Wireless Phone Policy. The use of District issued or personal wireless telephones while operating a District vehicle will be permitted only while the employee is using a "hands-free" device. This policy is intended to comply with Vehicle Code (VC) §23123, prohibiting all drivers from using a handheld wireless telephone while operating a motor vehicle. If no "hands-free" device is available, employees must safely park the District vehicle before using any District issued or personal wireless telephone.

The District will provide "hands-free" devices to all employees issued a District wireless telephone for conducting District business. The employee may elect to provide their own "hands-free" device, upon approval of the District. The District will reimburse the employee for the device up to the amount of the current District provided device. To receive the reimbursement the employee must submit an invoice for the device with a request for reimbursement.

- 1.22. Safety Policy. Every employee is responsible for safety. To achieve our goal of providing a completely safe work place, everyone must be safety-conscious. Employees must report any unsafe or hazardous condition directly to the employee's supervisor immediately. Every effort will be made to remedy problems as quickly as possible.

In case of an accident involving a personal injury that is work-related, regardless of how serious, notify the employee's supervisor and the employee performing the Risk

Management function immediately. Failure to report accidents can result in a violation of legal requirements, and can lead to difficulties in processing insurance and benefit claims.

If an employee is injured on the job, they may be entitled to benefits under the Worker's Compensation laws. The District carries Worker's Compensation insurance and will assist employees to obtain all benefits to which the employee is legally entitled. See Section 3.04.

1.23. Uniform & Dress Code Policy. Employees are to comply with the District's current Uniform & Dress Code Policy.

1.24. Personnel Records. The District will maintain a personnel file for each employee, showing their name, title, department, salary, changes in employment status, leave record, and other pertinent information. Personnel files will also be maintained for each employee, to include, but not limited to, the Employment Application, copies of personnel actions, accident reports, training courses completed, commendations, reprimands and other pertinent documents.

All personnel records, including Applications, examination papers, eligible lists, etc., will be considered confidential and will be made available only to the employee or to a department concerned, as California law provides.

All employees, including those on leave of absence, must keep the Administration Department informed as to their current home address at all times.

Section 2.00. Personnel Procedure.

2.01. Recruitment and Hiring.

A. Vacancy Announcements. Applications for vacant positions will be solicited by public announcements posted in a manner and at locations determined by the General Manager, and will specify the title and pay range of the class to which the position belongs, the nature of the work to be performed, minimum and desirable qualifications, date/time/manner of making applications, closing date for receiving applications, examination required, and other pertinent information. Other announcements, with or without the foregoing information, may also be made for recruitment purposes.

B. Examination. Examinations may consist of written, oral or performance tests or any combination thereof (physical tests, medical tests and investigations and evaluations of training, experience, services and character may be made a part of any examination). All examinations will be arranged for by the General Manager or their designee. Two general types of examinations are:

- 1) Open Examination. An examination open to any person, employee, or non-employee who meets the minimum qualifications for the classification.
- 2) Promotional Examination. An examination open only to present District employees with Regular Employee status.

- C. Temporary Employment. Notwithstanding the regular recruitment and hiring procedures, the General Manager or their designee is authorized to use simplified recruitment and hiring procedures as they deem appropriate in the case of temporary or emergency employment.
- D. Appointment. When a person has been offered and has accepted a job, their hiring is referred to as an "appointment" to the position. All original and promotional appointments will be tentative and subject to an introductory period of six (6) months.
- E. Drug Test. A pre-employment drug test may be required to the extent permitted by law. Refer to Section 2.05 H.

2.02. Orientation and Training.

- A. Orientation of New Employees. Each new employee will be provided with a copy of this Manual. After the employee's review of the document, the employee will attend an orientation session with the General Manager or their designee. At that time, the latter will answer questions raised by the employee and will discuss the general operation of the District and the employee's role in making the District an efficient and effective operation. The General Manager or their designee will note in the employee's personnel file that the orientation meeting has been conducted.
- B. Training. The General Manager or their designee may develop, or cause to be developed, in-service training programs for employees. Required training and training programs will be for the purpose of improving an employee's efficiency and effectiveness on the job and/or for assistance in preparing an employee for greater responsibilities in positions of a higher class.

Training programs within the District may be organized formally or informally or conducted formally or informally, and may be provided during the employee's introductory period or at some later period of employment. A record of the employee's progress during the training period or upon completion of training will be placed in the employee's personnel file.

Organized instruction courses offered by public or private educational institutions, or other professional organizations, may be considered appropriate training programs for Regular Employees if approved in writing by the General Manager. Generally, this instruction will be limited to short courses, conferences, workshops and seminars.

When approved training courses or other training programs have been completed by the employee, it will be their responsibility to file evidence of completion with the General Manager. Such evidence of completion will be made a part of the employee's personnel record.

Participation in, and successful completion of, training courses or programs will be considered in making appointments and promotions.

2.03. Employment Status. Status refers to the condition of an employee's appointment, such as introductory, regular, temporary or provisional. Regardless of the status of an employee's appointment, all employees are considered at-will and may be terminated from their employment at any time, with or without cause.

A. Introductory Period. Newly hired employees at the District will serve an introductory period of six (6) months. Reinstated employees may also be required to serve an introductory period.

During this period, Supervisors and the General Manager will have the opportunity to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of the employee to determine whether the employee is fully qualified for regular status. Introductory employees may be terminated at any time, with or without notice and with or without cause (Refer to Section 2.05(E)).

At the end of the introductory period, the employee's performance will be evaluated. Satisfactory completion of the introductory period does not alter the at-will character of the employment relationship with the District.

Employees will accrue vacation and sick leave benefits at the normal rate during the introductory period. However, use of accrued vacation time during the introductory period is subject to approval by the General Manager.

B. Regular Appointment. A regular appointment is an appointment from open or promotional examination to a budgeted position. An employee holding a regular appointment does not have regular status, however, until the employee has successfully completed their introductory period. A Regular Employee is an employee who has satisfactorily completed their introductory period and has been assigned to a budgeted position. Regular Employees are still at-will employees who may be terminated at any time, with or without notice and with or without cause (Refer to Section 2.05(E)).

C. Temporary Appointment. A temporary appointment is an appointment made to a job of limited duration (may be either full-time or part-time). Temporary Employees are still at-will employees who may be terminated at any time, with or without notice and with or without cause (Refer to Section 2.05(E)).

D. Reinstatement. This is the reappointment, without examination, of an employee who has resigned in good standing. The employee may be reinstated to the same class (or a lower class) provided there is a vacancy and with approval from the General Manager.

E. Transfer. Regular status employees may transfer to vacancies in the same class in other areas of service within the District upon approval of the General Manager.

F. Promotion. The appointment of a regular employee to a vacant position in a higher class, or from one class to a higher class in the same position – upon having successfully passed the qualifying examination. The employee will be appointed at the proper line and step to prevent a decrease in pay rate.

- G. Demotion. In the event of a necessary reduction in personnel due to lack of work or funds, or upon the employee's request, or in the case of an employee's inability to perform the required duties, or for disciplinary purposes, a Regular Employee may be demoted from a position in one class to a position in a lower class. No employee will be demoted, however, to a class for which he does not possess the minimum qualifications.
- H. Suspension. Any employee may be given an enforced leave of absence without pay at any time for disciplinary purposes or for other just cause at the sole discretion of the District. The suspension period will not exceed thirty (30) days for any one cause.

2.04. Separation from Service.

- A. Layoff. The District is an at-will employer. Without limiting that, an employee may be terminated, without fault on their part, in the event of the elimination of their position or if a shortage of work or funds requires a reduction in personnel. Layoffs as needed will typically be made in order of seniority, so long as skills benefiting the District will not be jeopardized and an employee whose job is being eliminated may elect to displace an employee in a lower classification if the employee possesses the qualifications and greater seniority than an employee in the lower classification subject to the General Manager's approval. Regular Employees will receive notice of layoff two (2) weeks prior to the effective date. Should the position be reinstated or a new position created requiring substantially the same duties within one (1) year, a Regular Employee laid off may be appointed.
- B. Voluntary Termination. Voluntary termination occurs when an employee voluntarily resigns their employment with the District or fails to report to work for three consecutive days without notice to, or approval by, their supervisor. An employee can voluntarily resign their employment with the District at any time, but is requested to provide the District with a letter of resignation two (2) weeks before the termination date.
- C. Termination. As a District employee, an employee has the status of an "at-will employee." This means that both the employee and the District have the right to terminate employment at any time, with or without advance notice, and with or without cause. No one at the District, with the exception of the Board of Directors, has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement is void and invalid.
- D. Return of District Property. All District property must be returned prior to an employee's termination from service. District property includes, but is not limited to, laptops, cell phones, uniforms, equipment, keys, reports, proprietary information and any other job related materials.

2.05. Rules of Conduct.

- A. Discipline Policy. District employees are to observe certain standards of job performance and good conduct, which are described in this Section. When job performance or conduct does not meet the District's standards, the District will endeavor, when in its sole

discretion it deems appropriate, to provide employees with a reasonable opportunity to correct the deficiency. Only exempt personnel are authorized to conduct disciplinary actions. If, however, the employee fails to make the correction, the employee will be subject to discipline, up to and including termination.

The rules set forth below are intended to provide employees with fair notice of what is expected of them. It is not possible, however, to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interest of the District, other employees, or the public, may result in disciplinary action, up to and including termination.

Nothing in this policy alters the at-will nature of employment with the District. Employee or District may terminate the employment relationship at any time with or without cause and with or without notice. The District reserves its right to terminate any employment relationship without resort to the disciplinary procedures described below.

B. Job Performance. Employees may be subject to discipline, up to and including termination, for poor job performance, and including but not limited to the following:

- 1) Unsatisfactory work quality or quantity;
- 2) Excessive absenteeism, tardiness or abuse of break and lunch privileges;
- 3) Negligence which causes or threatens to cause damage to the District or public property;
- 4) Failure to follow instructions or District procedures
- 5) Failure to follow safety rules or regulations.

C. Misconduct. Employees may be subject to discipline, up to and including termination, for misconduct, including but not limited to the following:

- 1) Insubordination, including improper conduct toward a supervisor or failure or refusal to properly perform tasks assigned by a supervisor;
- 2) Dishonesty, including falsifying or making a material omission on an employment application or any other District record;
- 3) Theft, including unauthorized removal or possession of property, records, or other material from the District or belonging to co-workers, or anyone on District property;
- 4) Discourtesy, including engaging in rude or discourteous conduct toward co-workers, supervisors, members of management, or members of the public. This includes “bullying” type behavior and the spreading of unfounded rumors in the workplace towards such individuals;

- 5) Misusing or destroying District property or the property of another on District premises;
 - 6) Violating conflict-of-interest rules;
 - 7) Falsifying or altering District records, including falsifying or altering any timekeeping record, removing any District record from a designated area without proper authorization or destroying any District records;
 - 8) Interfering with the work performance of others;
 - 9) Altercations, including fighting on District property;
 - 10) Sexual harassment, or any other unlawful harassment of another employee;
 - 11) Possession, distribution, sale, use or being under the influence of alcohol or illegal drugs on District property, on duty, or while operating a vehicle or potentially dangerous equipment leased or owned by District;
 - 12) Gambling on District premises or while conducting District business;
 - 13) Conviction of a felony or of a misdemeanor that is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of their position, in the District's discretion. A conviction is complete on the date the court imposes judgment and includes a plea of guilty or a plea of nolo contendere;
 - 14) Repeated garnishment of wages due to non-payment of legally acquired debts;
 - 15) Leaving the job without authorization, or sleeping on the job;
 - 16) Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard;
 - 17) Bringing on District property dangerous or unauthorized materials, such as a firearm or other dangerous weapon, or possession of dangerous or unauthorized materials while conducting District business;
 - 18) Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the District, its employees, property or members of the public; or
 - 19) Violation of any provision set forth in the Employee Handbook.
- D. Attendance. In addition to the general rules stated above, employees may be subject to discipline, up to and including termination, for any of the following:
- 1) Use of sick leave in a manner inconsistent with this Employee Handbook;

- 2) Failing to report to work on time, failing to comply with the time limits for rest and lunch periods, unauthorized overtime, and leaving work early without obtaining proper approval to leave work early; and
 - 3) Failing to properly notify a supervisor in a timely manner in advance of anticipated tardiness or absence;
- E. Termination Procedure. Termination of an employee's at-will employment for unsatisfactory performance or misconduct may (or may not) be preceded by an oral or written warning and/or suspension. The District reserves the right to proceed directly to termination of at-will employment for misconduct or a performance deficiency without taking any prior disciplinary steps, when the District in its sole discretion deems such disciplinary action appropriate. There is no internal District right of review of a decision to terminate employment, either through the grievance process or otherwise.
- F. Anti-Fraud Policy. The District and its employees must, at all times, comply with all applicable laws and regulations. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their supervisor.

The District expects its employees to conduct themselves in a businesslike manner and perform their duties conscientiously, honestly, and in accordance with the best interests of the District. Employees are expected to take great care when working with District suppliers, contracted parties and members of the public. Employees must respect the confidentiality of information acquired in the course of their work. Any employee who believes that a course of action may involve a conflict of interest, fraud and/or dishonesty should immediately communicate all facts to their supervisor or the General Manager.

- G. Workplace Violence Policy. The safety and security of employees is very important to the District. Threats, threatening behavior, acts of violence or any related conduct which disrupts another's work performance or the District's ability to execute its daily business will not be tolerated.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District property may be removed from the premises pending the outcome of an investigation. Threats, threatening behavior or other acts of violence off District property, but directed at District employees, or the public while conducting business for the District, is a violation of this policy.

Improper off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, text message or any other communication medium. Violations of this policy will lead to disciplinary action and may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from District property, termination of business relationships with that individual and/or prosecution of the person(s).

Employees are responsible for notifying the General Manager or any other supervisors of any threats which they have witnessed or received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on District property or in connection with employment.

Each employee who receives a protective or restraining order that lists District premises as a protected area is required immediately to provide the General Manager with a copy of such order.

- H. Drug & Alcohol Free Workplace. The District recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its work force and can present a risk to the health and welfare of its employees and members. In recognition of the District's responsibility to maintain a safe work environment and an employee's responsibility to perform their job duties safely, the District will act to eliminate any substance abuse, which increases the risk of injuries, accidents or substandard performance. Please see District Policy No. 2015 – Drug & Alcohol Policy (Substance Abuse).

2.06. Grievances.

- A. Purpose of Grievance Procedure. The grievance procedures set forth below are designed to resolve work-related issues and complaints related to District policies and procedures not being followed and to provide an orderly procedure for the resolution of such issues and complaints. The grievance procedure is not applicable to harassment complaints or for disciplinary actions. Employees with harassment complaints are directed to Section 1.04, which describes the procedures for filing such a complaint.
- B. Time Limits. Each person involved in a grievance will act quickly so the grievance may be solved promptly. Each person will make every effort possible to complete action within the time limits contained within these grievance procedures, but with the written consent of the other parties involved the time limits of any step may be extended.
- C. Presentation of Grievance. An employee may present a grievance while on duty, provided such use of on-duty time is reasonable as determined by the District. Employees are to present grievances as soon as possible after the events that gave rise to the employee's concerns by submitting a brief written grievance to their immediate supervisor. The written grievance should set forth the factual and other bases for the employee's complaint, and must identify the rule or issue allegedly being violated by the District. The employee will strive to submit the written grievance within five (5) working days after the facts, which gave rise to the complaint.
- D. Grievance Procedure/First Step (Informal Discussions). Initially, a grievance will be personally discussed between the employee and their immediate supervisor. In the event the grievance is with the immediate supervisor, the employee should personally discuss with the Assistant General Manager or General Manager, whomever is next in supervision. It is anticipated that the employee should have a decision or response from the immediate supervisor within five (5) working days.

E. Grievance Procedure/Second Step (Formal Grievance).

- 1) If an informal grievance is not resolved to the satisfaction of the grievant, the grievant may initiate a formal grievance in writing to the Assistant General Manager. The formal grievance will be initiated within fifteen (15) working days of the decision rendered in the informal grievance procedure. A formal written grievance will state the date and nature of the grievance, and will state all specific facts or omissions upon which the grievance is based.
- 2) It is anticipated that within five (5) working days after the filing of the formal grievance, the Assistant General Manager will give their decision in writing to the grievant.

F. Grievance Procedure/Third Step (Appeal). If the grievant is not satisfied with the decision rendered by the Assistant General Manager, the grievant may appeal the decision in writing within five (5) working days to the General Manager. If the grievant does not appeal the decision to the General Manager in writing within five (5) working days, the issue will be considered settled. The appeal will state the date and nature of the grievance, and will state all specific facts or omissions upon which the appeal is based.

G. Consideration of Appeal. It is anticipated that within ten (10) working days of the filing of an appeal, the General Manager will have a meeting with the grievant and/or their representative, and other persons as the General Manager will direct.

H. Decision on Appeal. It is anticipated that within ten (10) working days of the General Manager's consideration of the appeal, the General Manager will issue a written decision concerning the employee's appeal. The decision of the General Manager will be final.

Section 3.00. Employment Practices.

3.01. Work Week.

The normal work week will consist of five 8-hour days or forty (40) hours per week total (12:01 A.M. Saturday to 12:00 Midnight Friday.), unless otherwise designated by District management for an alternate work schedule.

The District's office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday. It is expected that the office will be staffed and telephones covered during the official working hours in order to serve the public and staff efficiently and promptly.

Work schedules of treatment plant and other field personnel may be altered as deemed necessary with approval of the General Manager or their designee. Certain employees may be required to work alternate shifts as needed.

3.02. Treatment Plant Work Schedule. The District operates a 24-hour, 7 day-a-week water treatment plant that requires monitoring by certified operators. Shift schedules are required to provide this monitoring. Shift scheduling affects the treatment plant operators and relief

operator(s). Shift schedules at the District are a combination of six (6) twelve-hour shifts and one (1) eight-hour shift (every other Wednesday) that totals 80 hours per two-week pay period. Three shifts are defined as follows:

- Day 12 hour shifts that begin at 0800 (8:00 AM) and end at 2000 (8:00 PM).
- Night 12 hour shifts that begin at 2000 (8:00 PM) and end at 0800 (8:00 AM) the following day.
- Swing 8 hour shifts that begin at 0800 (8:00 AM) - Day, 1600 (4:00 PM) - Swing, and 2400 (Midnight) - Night, on Wednesdays.

Treatment plant operators and relief operators who work this schedule are paid overtime for any hours worked over 40 hours in the designated workweek as provided in Section 3.01 above.

Relief Operator: Works 8-hour day shifts and 8-hour swing shifts unless called in or is scheduled to work 12-hour relief shifts. The day operator will cover the relief operator's 8-hour swing shift if the relief operator is on coverage duty.

Standby Operations: The Chief Plant Operator and Relief Operator will be on standby in case they are needed. In the event of absences, operators will be contacted in the following order to maintain 24-hour operations.

1. Relief Operator
2. Chief Plant Operator/Water Operations Manager

Shift Assignment: Shift assignments shall be made before the start of a new calendar year, and shall be scheduled and determined by the Water Operations Manager & Chief Plant Operator. Shifts will rotate day to night, night to day in six to seven week intervals. Days of the week worked will shift after six months in July and January.

Leave Benefits: Shift scheduling does not change the District personnel policies regarding the accumulation of sick leave, vacations or holidays.

Shift Differential: Shift differential is not paid.

3.03. Overtime Work.

- A. Exempt/Non-Exempt. An exempt employee is an employee whose work is typically managerial and is paid for getting the job done, regardless of hours. No overtime is paid to exempt employees. For non-exempt employees, records are kept of hours worked.
- B. Regular Overtime. For non-exempt employees, any time worked over 8 hours per day or 40 hours per week is considered overtime, with the exception of employees who are assigned to a Treatment Plant Work Schedule as provided in Section 3.02 above, or who otherwise work on an alternate work schedule as approved by District management under Section 3.01 above.

Overtime work will be compensated at the rate of one and one-half (1 ½) times the hourly rate for the employee's position. All overtime incurred will be paid out and employees are not authorized to accrue Compensatory Time Off (CTO) in lieu of cash overtime payments.

All overtime work must be authorized in advance by the General Manager or designee.

- C. Holiday Pay. Any non-exempt Regular Employee who is required to work on a paid holiday will receive, in addition to their regular salary, holiday compensation at the rate of one and one-half (1 ½) times their hourly salary for the hours worked.
- D. Stand-By Duty Pay. Standby duty pay will be provided for in accordance with the current Memorandum of Understanding (MOU).

3.04. Injury on the Job. Each employee is expected to take every necessary precaution, within the scope of their supervisor's instructions, to avoid industrial injury to themselves and to other employees, just as it is the responsibility of the District to ensure full compliance with all existing codes and safety orders and to take whatever steps are necessary to provide maximum freedom from hazards.

- A. Worker's Compensation. The District carries Worker's Compensation Insurance that applies to an employee who is injured or disabled on the job. It 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 the employee's hospitalization or after the third day following the injury if the employee is not hospitalized. The cost of this coverage is completely paid for by the District.

On the first day of injury, sick leave or vacation will not be charged. Employees needing follow-up medical appointments will be charged the time off from their accumulated "Sick/Paid Time Off" leave.

Employee health benefits (Medical, Dental, Vision, Employee Assistance Program, Short Term Disability, Long Term Disability) shall continue during a Workers' Compensation Claim and regular wages will be paid during the three-day waiting period without any charge to sick or vacation leave. Sick and vacation hours will accrue only on hours worked. After the third day, the employee will receive Worker's Compensation Benefits based on two-thirds of the employee's gross salary up to the salary maximum paid by the District's insurance carrier. This maximum benefit can be supplemented up to full regular salary with the use of accrued sick or vacation leave.

An employee injured on the job must report the accident, injury, or hazardous incident to their supervisor immediately. The supervisor must relay all information pertaining to work related injuries or accidents in writing to the General Manager within twenty-four (24) hours after a reported incident. Arrangements will be made for first-aid or a doctor's attention, as appropriate. In order to designate a personal physician, the employee must submit to the General Manager a "Designation of Personal Physician Form," which will

be made a part of the employee's personnel file. The form must include the contact information for the employee's personal physician as well as the physician's signature. Injured employees must be seen by the District's Occupational Health Facility for the first 30 days.

- 3.05. Return to Work Program. The District recognizes that its employees are a critical part of the District's operations, and even if an employee becomes injured on or off the job or has a temporary disability as a result of surgery or an illness, they remain a valuable part of District staff. This Return to Work Program (RTW) has proven to be an essential cost containment element of our overall risk management program. In conjunction with our Safety Program, the RTW Program is an effective tool in returning employees to productive work in the shortest time possible, while maintaining high morale and keeping costs to a minimum. The District may use a guideline provided by its insurance carrier to implement its RTW Program. A copy of this guideline may be provided to the employee upon request.

It is the District's goal to bring an employee back to the job in a useful capacity as soon as possible. The District looks at transitional duty from the positive point of view that our employees want to work. Each employee should recognize that this Program is being set up as a benefit for them.

If an employee is injured on or off the job, or has a temporary disability as a result of injury, surgery or illness, the Program will look at ways to bring the employee back to work as soon as the doctor determines that the employee is medically ready, in accordance with their job description. This may mean making temporary modifications to the employee's job duties or work hours to accommodate the employee's recovery.

If the employee does not report to work (modified duty or regular work) when the doctor releases the employee or leave has expired, the employee may not be eligible for temporary disability payments, workers' compensation payments, or regular wages, and the employee could be subject to disciplinary action, up to and including termination.

- 3.06. Employee Conduct Responsibilities.

- A. District employees are expected to conduct themselves at all times in a manner which will reflect favorably on the District.
- B. As an employee in the public service, the employee is expected to put in a full day's work, be prompt in reporting to work, carry out their duties conscientiously and professionally during working hours, and guard against unnecessary absences from the job.
- C. If an employee has to be off work, the employee will advise their department manager by telephone, or if the department manager cannot be reached, the employee will contact the District office by telephone. Absence from duty without reasonable cause or without due notice is cause for discipline, up to and including dismissal. Absence without approval for more than three (3) consecutive working days will be considered resignation without re-employment opportunity.

- D. Every employee should study their job and look for ways to improve it. As part of a working unit, the employee should also attempt to learn about the entire unit's work flow in order to enhance the quality and productivity of the work.
- E. To provide the most for the public's tax dollars, District employees must guard against waste, misuse, and abuse of the District's supplies, equipment, and furniture. Proper care and maintenance of equipment should be observed, and personal use of District equipment is forbidden unless specifically authorized by the appointing authority.
- F. The employee should take the initiative to keep the District office informed of any change in their personnel record, such as name, address, marital status, dependency, whom to notify in case of emergency, and so forth.
- G. Any employee seeking outside employment concurrently with their District duties must first obtain approval from the General Manager. If the work will not interfere with the employee's efficiency on their District job, and there appears to be no conflict of interest, permission may be given. It is expected, however, that the District job will always come first with the employee.

3.07. Security Practices. Employees assigned to solo duty on shifts may be required to make scheduled contacts with a security agent throughout each entire shift

3.08. Lactation Accommodation. The District provides employees who are nursing mothers with a reasonable amount of break time to express breast milk. For nonexempt employees, the break time shall run concurrently with the employee's regular rest break or meal period to the extent possible. Any time used in excess of the nonexempt employee's regular rest break shall be unpaid. The District will provide a lactation room or other suitable location other than a bathroom in accordance with applicable law. To request a lactation accommodation, an employee should contact their supervisor or the Finance Director. If for any reason the District is unable to provide break time or a suitable location, the District will respond to the request in writing. The District prohibits retaliation against an employee for exercising their right to request a lactation accommodation. If an employee believes they have not been provided with an appropriate lactation accommodation, or that they have been discriminated or retaliated against for requesting such lactation accommodation must contact Finance Director immediately to investigate such issues. The District will take appropriate corrective action for any violation of this policy. In addition, an employee has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner regarding any such complaints. Their nearest offices are listed in the government section of the telephone book.

3.09. Meal and Rest Breaks. Employees are permitted to take meal and rest periods at times and under conditions prescribed by supervisory personnel which may include an unpaid thirty-minute meal period or sixty-minute meal period, and two paid fifteen (15) minute rest breaks during each consecutive four hours worked. Employees are expected to return to work promptly at the end of any meal period and rest breaks. Employees will be relieved of their duty entirely during the meal period to leave the premises if so desired. However, under certain circumstances where it is in the best interests of the District, an employee may be

required to consume their meal while actively engaged in work. In such cases, the employee will be paid for the meal period as hours worked.

Anytime an employee misses a meal period or rest breaks that was provided to the employee, the employee should immediately notify their Supervisor or the Finance Director.

Section 4.00. Employee Benefits.

The employee benefits set forth in this part are applicable to Regular Employees, except as otherwise provided.

4.01. Paid Leave.

A. Holidays. The following are paid holidays that will be observed by the District and an eligible employee will be provided 8 hours of holiday pay for each paid holiday:

- 1) New Year's Day (January 1).
- 2) Martin Luther King's Birthday (third Monday in January).
- 3) Lincoln's Birthday (Monday or Friday closest to February 12. If February 12 falls on a Wednesday, the holiday will be observed on the previous Monday).
- 4) Washington's Birthday (third Monday in February).
- 5) Memorial Day (last Monday in May).
- 6) Independence Day (July 4).
- 7) Labor Day (first Monday in September).
- 8) Columbus Day (second Monday in October).
- 9) Veteran's Day (November 11).
- 10) Thanksgiving Day (fourth Thursday in November).
- 11) Friday after Thanksgiving.
- 12) Christmas Day (December 25).
- 13) Employee Birthday (floating holiday subject to seven [7] day Supervisor notification and approval). Subject to pro-ration based upon date of hire and must be used in 4 hour increments.

- 14) One Floating Holiday (subject to seven [7] day Supervisor notification and approval). Subject to pro-ration based upon date of hire and must be used in 4 hour increments.
- 15) Any day appointed by the President or Governor for a Public Fast, Thanksgiving, or Holiday.

At the closing of each calendar year, the General Manager will release the holiday schedule for the next coming calendar year, specifying the dates on which the District office will be closed in observance of the holidays. If any holiday falls on a Saturday, the preceding Friday will be a holiday. If any holiday falls on a Sunday, the following Monday will be a holiday. Employees who are required to work on a District holiday will be provided holiday compensation in accordance with Section 3.03(C) above in lieu of holiday pay.

B. Vacation.

- 1) Paid vacations are granted to allow each employee a period of rest and relaxation away from the job. Normally, vacation Time-off Requests must be submitted a minimum of five (5) days prior to the requested vacation. Unless approved by the General Manager, no employee may take vacation longer than what the employee has earned and accumulated. In limited instances, using vacation time prior to completing an introductory period may be allowed with approval of the General Manager. (No Regular Employee is authorized to take time off without pay, unless approved in writing by the General Manager.)
- 2) The terms and condition for vacation benefits are provided in accordance with the Memorandum of Understanding (MOU).
- 3) When an employee is separated from service, their remaining vacation benefits, if any, will be added to their final compensation.

C. Sick Leave. California law provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act. This paid sick leave policy is intended to comply with the requirements of this Act.

- 1) Full-time, Regular Employees are granted sick leave with pay and earn this at the rate of one (1) sick leave day per month (twelve working days per year/3.69 hours per pay period) beginning with the first full month of service.

Temporary employees accrue sick leave with pay at the rate of one (1) hour for every thirty (30) hours worked, and can use up to forty (40) hours (5-days) of accrued sick leave per 12-month employment year. Temporary employees can accrue paid sick leave up to a cap of 80 hours (10-days) ongoing that can carryover year to year while continuously employed.

- 2) Paid sick leave may be used for the following reasons:

- a. Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below;
 - b. Preventative care for an employee or an employee's covered family member; and
 - c. For certain, specified purposes when the employee is a victim of domestic violence, sexual assault, stalking or other applicable victim of crime.
- 3) For purposes of paid sick leave, a covered family member means any of the following:
- a. a child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis;
 - b. a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. a spouse;
 - d. a registered domestic partner;
 - e. a grandparent;
 - f. a grandchild;
 - g. a sibling; and
 - h. a designated person (Any individual related by blood or whose association with the employee is the equivalent of family relationship. An employee can only have one "designated person" per 12-month period of paid sick leave.)
- 4) Pregnancy leave. Earned sick leave with pay may be applied to part of overall longer period of pregnancy leave without pay granted to a full-time Regular Employee. Pregnancy leave may be requested for childbirth or adoption of a child less than five (5) years old. Pregnancy leave may be taken in accordance with current State and Federal regulations.
- 5) If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance oral or written notification to their supervisor. If the need for paid sick leave is not foreseeable, employees shall provide notice to their supervisor as soon as practicable. A written statement from an attending physician or dentist may be required for an absence of more than three (3) consecutive days due to illness or injury to the extent permitted by law. At the discretion of management, employees displaying a pattern or practice of possible abuses of the sick leave policy may also be required to present a doctor's notes for all sick leave absences, including single day absences.

- 6) Unless approved by the General Manager, no employee may take sick time longer than the employee has earned and accumulated. Any time needed for this purpose may be transferred from earned vacation time.
 - 7) Sick leave is authorized only for the circumstances described herein. Sick leave cannot be used for personal time off, or vacation days, or extending weekends. Use of sick leave for any unauthorized purpose can result in disciplinary action, up to and including termination.
 - 8) Upon retirement from the District, a retiree may elect to apply unused sick leave in one of the following ways:
 - a. Conversion to additional CalPERS retirement service credit at the rate of 0.0038 per years of service for each day of unused sick leave provided there is less than 120 days between employees separation date and employees retirement date.
 - b. Payment in cash for unused sick leave at the rate of twenty-five percent (25%) after five (5) years of continuous service, and fifty percent (50%) after ten (10) years of continuous service as a combination of both a & b.
 - 9) Except as provided otherwise in this policy, employees do not receive compensation for any unused, accrued paid sick leave and the time of separation of employment. However, if an employee is re-hired with the District within 12 months of the previous separation of employment, the District will reinstate up to 10 days or 80 hours of previously accrued but unused paid sick leave that the employee previously had at the time of separation.
- D. Disability Leave. Subject to the limitations stated below, all Regular Employees will be entitled to receive disability leave with partial pay after one (1) year of continuous service, as follows:

<u>Rate</u>	<u>Working Days</u>
75% of full pay	65 (390 hours)
50% of full pay	65 (260 hours)

Disability leave may be taken only in the event of an employee's disability due to illness or injury.

Disability leave may be taken only after exhaustion of all accumulated sick leave.

An employee will not be entitled to disability leave until five (5) working days have elapsed following the exhaustion of all accumulated sick leave. Accrued vacation leave may be used during the five (5) working days waiting period at the option of the employee.

Disability leave will be taken by first exhausting disability leave payable at the rate of seventy-five percent (75%) of full pay, and thereafter exhausting disability leave payable at the rate of fifty percent (50%) of full pay.

The employee will furnish medical or other certification in a form acceptable to the General Manager within five (5) working days of the commencement of a period of claimed disability leave. Said certification will be reviewed at intervals not exceeding thirty (30) calendar days after the date of the initial or any subsequent certification until termination of the disability leave.

An employee who has taken less than all their disability leave and then returns to work may, after using any accumulated sick leave and subject to the previously described five (5) working days' waiting period, take the remaining disability leave, together with any disability leave credited since their return to work for a recurrence of the same disability or for any other disability.

An employee who has taken any part or all of their disability leave will, upon thirty (30) calendar days after returning to work, be credited with six (6) working days of disability leave payable at the rate of seventy-five percent (75%) of full pay, and six (6) working days of disability leave payable at the rate of fifty percent (50%) of full pay. At the end of each succeeding year after returning to work, this same amount of disability credit will be added to an employee's disability leave until their original disability leave has been restored.

In no event will accumulated disability leave exceed sixty-five (65) working days at seventy-five percent (75%) of full pay and sixty-five (65) working days at fifty percent (50%) of full pay.

An employee who has taken disability leave in excess of five (5) calendar days will be required to provide a physician's statement attesting to their fitness, based upon their normal duties pursuant to their job description, before returning to work.

Vacation and sick leave will not accrue during periods of disability leave. If a District observed holiday falls during periods of disability leave, the disabled employee is eligible for holiday pay at the Short Term Disability rate.

At the end of 130 working days, District payment of health benefits (Medical, Dental, Vision, Employee Assistance Program, Short Term Disability, Long Term Disability) will cease, unless extended by COBRA election.

In addition, all Regular Employees will be eligible for any Long Term Disability Plan provided by the District.

- E. Bereavement Leave. In the case of death within the immediate family of an employee, such employee may, with request, be granted up to five (5) working days leave with pay, per incident. For purposes of this paragraph, immediate family is defined as the employee's father, mother, spouse, registered domestic partner, child, brother, sister, grandparents, grandchildren, or in-laws.

Bereavement leave need not be taken in consecutive days, but must be used up within three months of the date of death of the family member. The District may require verification of the death of the family member within thirty (30) days of the first day of bereavement leave taken by an employee.

Leave of absence for bereavement will not be charged against the employee's accumulated sick leave credits or vacation eligibility.

- F. Jury Duty. When an employee is required to perform jury duty or is subpoenaed as a witness to appear before a court, administrative agency, public body, or commission, the employee must promptly notify their supervisor. While on jury duty, a Regular Employee will receive full pay and must provide proof of jury duty attendance. If the employee elects to be paid for time spent on jury duty, the employee shall waive any payment by the court for serving as a juror, except for any reimbursement for actual expenses, such as mileage, except when a District vehicle is used. This section shall not apply to any employee who is named a party, or is subpoenaed as a witness, to an action unrelated to the District and its activities or is serving as a paid expert witness. In such cases, employees may request vacation or personal leave.
- G. Military Leave. A District employee who receives orders to report for military duty should notify the General Manager of the dates of their proposed leave, their rank, or rate, employment status with the District, and the name of the military unit to which the employee is assigned. Leave, reinstatement, pay, and benefits for employees of the District will be provided in accordance with Federal law (38 U.S.C. No. 2021, and following), and California law (Military and Veterans Code No. 395, and following).
- H. Time Off to Vote. Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two (2) days in advance of the election. Up to two (2) hours of paid time off will be provided, within the employee's regular shift, whichever will allow the freest time for voting and require the least time off work.

4.02. Unpaid Leave.

- A. General Rules. Several types of unpaid leaves of absence are available to Regular Employees. All unpaid leaves of absences are subject to the rules and restrictions provided below:
 - 1) Unpaid Status. All leaves of absence are provided on an unpaid basis.
 - 2) Returning from Leave of Absence. When an employee is placed on pregnancy disability, family or military leaves of absence, the District anticipates the employee will be reinstated to the same or a similar job with the same or similar duties, pay, and location as required by law .
 - 3) When an employee is on an approved or unpaid leave of absence, an effort will be made to hold open their position for the period of the approved leave. However, the District

will not guarantee reinstatement to an employee's previous position after a Personal Leave of Absence.

- 4) Additionally, the District will attempt to reasonably accommodate employees who are released for partial or modified duty by their treating physician.
- 5) Vacation and Sick Leave Benefits. The period that an employee is on an unpaid leave of absence is not considered time worked for purposes of determining eligibility for or the amount of certain benefits, such as vacation and sick leave.
- 6) Holiday Benefits. If a paid holiday falls during an unpaid leave of absence period, an employee on such leave of absence will not be eligible for the holiday pay.
- 7) Health Insurance. Except where otherwise required by law, employees will be subject to COBRA health insurance continuation rights and be required to pay for the entire cost of group health insurance that extends beyond the end of the third calendar month of a continued leave of absence.
- 8) Misrepresentations. Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, up to and including termination.

B. Personal Leaves of Absence. Employees who have been continuously employed with the District for one (1) year may, due to special circumstances, request a personal leave of absence without pay, for a reasonable period of time, not to exceed one (1) year. A request for a personal leave of absence must be submitted in writing and is subject to approval by the General Manager, in their sole discretion, before the leave begins. Requests will be considered on the basis of length of service, performance, responsibility level, the reason for the request, whether the individual is already out on leave, and the expected impact on the District. Any requests for an extension of a leave of absence must be submitted in writing and are subject to approval by the General Manager, in their sole discretion, before the extension may begin. It is the employee's responsibility to return to work at the end of the approved leave. An employee who fails to report to work the day after the approved leave expires will be considered to have voluntarily resigned. The District will not pay for any group health insurance premiums during Personal Leave of Absences.

C. Catastrophic Leave & Donation Policy. A Regular Employee who faces financial hardship as the primary caregiver to an immediate family member who suffers a catastrophic injury or illness may qualify for catastrophic leave. "Catastrophic" is defined as an illness or injury to the immediate family member, which is monumental, unusual, unexpected, immediate in nature, and expected to impact the Regular Employee's ability to work for an extended period of time. Under such circumstances, the Regular Employee may request catastrophic leave. If approved by the General Manager, catastrophic leave is unpaid leave unless other Regular Employees voluntarily donate sufficient amounts of their own sick or vacation leave to cover the requested catastrophic leave.

4.03. Family and Medical Leave.

It is the policy of the District to provide family care and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for up to 12 workweeks (26 workweeks to care for an injured servicemember) of unpaid family/medical leave within a 12-month period to eligible employees in accordance with this policy. FMLA applies to District employees only to the extent the District has 50 or more employees on the payroll during 20 or more calendar workweeks in either the current or the preceding calendar year.

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

- 1) The birth of an employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- 2) An employee's own serious health condition that makes the employee unable to perform their job – including an industrial-related injury that would also qualify the employee for separate workers' compensation benefits (FMLA/CFRA);
- 3) To care for the employee's spouse, child or parent who has a serious health condition (FMLA/CFRA);
- 4) To care for the employee's registered domestic partner, parent-in-law, grandparent, grandchild, sibling, or designated person with a serious health condition. A "designated person" is any individual related by blood or whose association with the employee is the equivalent of family relationship. An employee can only have one "designated person" per 12-month period of CFRA leave. (CFRA only);
- 5) For any "qualifying exigency" because an employee's spouse, registered domestic partner (CFRA only), child, or parent is on active military duty or has been notified of an impending call or order to active duty in a foreign country or in support of a contingency operation involving the United States Armed Forces (FMLA/CFRA);
- 6) To care for a spouse, son, daughter, parent, or "next of kin" servicemember or veteran in the preceding five years of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (this leave can run up to 26 weeks of unpaid leave during a 12-month period that begins on the first date of such leave); and
- 7) Incapacity due to pregnancy, prenatal medical care or child birth (FMLA only).

B. Eligibility Requirements.

To be an eligible employee for FMLA/CFRA:

- 1) The employee has been employed with the District for at least 12 months prior to the commencement of leave that need not be consecutive. If the leave only qualifies for FMLA, the 12 months of employment must have accumulated within the previous seven years. There is no such time limit under CFRA;
- 2) The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- 3) The employee is employed at a worksite where there are 50 or more employees within a 75-mile radius. (FMLA only)

For additional information about eligibility for family/medical leave, contact the Finance Director.

C. Military Family Leave Entitlements.

- 1) Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week FMLA and/or CFRA leave entitlement for certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- 2) Eligible employees may also take a special leave entitlement of up to 26 weeks of leave during a single 12-month period to care for a covered service member. FMLA/CFRA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of (FMLA only), or 26 weeks of FMLA only if leave is not CFRA covered leave. A covered service member is either:
 - a. A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
 - b. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. The FMLA definitions of "serious injury or illness" for current service members and veterans are different from the FMLA definition of "serious health condition."

D. Calculating the 12-Month Period.

For purposes of calculating the 12-month period during which 12 weeks of FMLA and/or CFRA leave may be taken, the District uses a rolling 12-month period measured backward from the date an employee uses any family medical leave. Under most

circumstances, FMLA and CFRA leave will run at the same time and an eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

E. Pregnancy, Childbirth or Related Conditions and Baby Bonding.

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (CFRA). However, time off because of pregnancy disability, childbirth or related medical condition may count as family and medical leave under federal law (FMLA). Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their pregnancy disability leave (PDL).

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

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

When both parents are employed by the District and request simultaneous leave for bonding or the birth or placement for adoption or foster care of a child, and the employee is eligible for leave, the District will not grant more than a total of 12 workweeks of FMLA leave for this reason. However, there is not such limitation based on the use of CFRA leave.

F. Leave Procedures.

The following procedures shall apply when an employee requests family and medical leave:

- 1) An employee is required to contact the General Manager or Finance Director as soon as they realize the need for family care and medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for their serious health condition or that of a family member, the employee must notify the District at least 30 days before leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the District. Any such

scheduling is subject to the approval of the employee's health care provider or the health care provider of their covered family member.

- 2) If an employee cannot provide 30 days' advance notice of the need for leave, the District must be informed as soon as is practical.
- 3) Employees do not have to share a medical diagnosis, but must provide enough information to the District so it can determine if the leave qualifies for FMLA/CFRA protection. Sufficient information could include informing the District that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Such information is provided through the certification process under this policy. Employees must inform the District if the need for leave is for a reason for which FMLA leave was previously taken or certified.
- 4) If the FMLA/CFRA 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. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the District.
- 5) If the second opinion differs from the first opinion, the District may require the employee, at the District expense, to obtain the opinion of a third health care provider designated or approved jointly by the employee and the District. The opinion of the third health care provider shall be considered final and binding on the employee and the District.
- 6) Once the District becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA/CFRA, the District will notify the employee if he or she is eligible for FMLA/CFRA leave and, if eligible, will also provide a notice of rights and responsibilities under the FMLA/CFRA. If the employee is not eligible, the District will provide a reason for ineligibility.
- 7) The District will notify an employee if leave will be designated as FMLA/CFRA, and if so, how much leave will be designated as FMLA/CFRA leave.

G. Certification.

The District will require the employee to provide certification or periodic recertification supporting the need for leave.

The employee will have 15 calendar days from the District's request for certification to provide it to the District, unless it is not practicable to do so. The District may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification. (For example, if an employee needs two weeks of family and medical leave, but following the two weeks the employee needs additional, intermittent leave, a new medical certification will be requested and required.) If the employee does not provide medical certification in a

timely manner to substantiate the need for family and medical leave, 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 family medical leave.

If the leave is needed to care for a sick child, spouse, or parent, the 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 employee's participation.

If the employee's serious health condition is the reason for leave, 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; and
- The employee's inability to work at all or to perform any one or more of the essential functions of their position because of the serious health condition.

If the employee is absent because of their own serious health condition, the District will also require a medical release to return to work form or certification from their health care provider that they are able to resume work.

Failure to provide a release to return to work certificate from the employee's health care provider will result in denial of reinstatement until the certificate is obtained.

Employees who request leave to care for an injured servicemember who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness.

Employees who request leave due to a "qualifying exigency" related to military service must be supported by a certification of its necessity.

H. Health and Benefit Plans.

If an employee is taking FMLA/CFRA leave, they will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled in before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if they had continued in employment for the duration of such leave. The District will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the District may recover premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Payment is to be made to Stockton East Water District, P.O. Box 5157 Stockton, CA 95205.

I. Substitution of Paid Leave.

Although FMLA/CFRA leave is an unpaid leave, the District requires an employee to substitute any available accrued sick or vacation leave for unpaid leave in the following circumstances:

- Accrued sick leave is required to be used during FMLA/CFRA leave for the employee's own serious health condition;
- Accrued vacation is required to be used when accrued sick leave is exhausted under the FMLA/CFRA leaves above, and for any other FMLA/CFRA qualifying event that would otherwise be unpaid.

In addition, an employee can request to use accrued sick leave to attend to their covered family member who has a serious health condition to the extent required under law or permitted under District policy. If an employee is receiving paid leave benefits while out on a FMLA/CFRA leave of absence (e.g., short-term disability payments, workers' compensation benefits, etc.), the District and the employee can agree to coordinate the use of sick or vacation leave as provided above up to the employee's regular salary. Employees will not accrue vacation or sick leave, nor be paid for holidays, during FMLA/CFRA leave.

J. Reinstatement.

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

Reinstatement after FMLA leave only may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the District's operations;
- The employee is notified of the District's intent to refuse reinstatement at the time the District determines the refusal is necessary; and

- If leave has already begun, the District gives the employee a reasonable opportunity to return to work following the notice described previously.

K. Time Accrual.

Please contact the Finance Director with any questions regarding accrual of other District provided paid leave benefits (such as vacation or sick leave) during unpaid FMLA/CFRA leave.

L. Carryover.

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

M. Intermittent Leave.

The employee may take FMLA and CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for their serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. An employee can also take intermittent or reduced schedule leave for qualifying exigency FMLA/CFRA leave where applicable to the reasons for such leave.

N. Complaints.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, California Civil Rights Department, or may bring a private lawsuit against an employer. The FMLA/CFRA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

4.04 Pregnancy Disability Leave. Any full or part-time regular female employee who is disabled by pregnancy, childbirth or related medical condition will, with request, be granted a pregnancy disability leave of absence (PDL) without pay not to exceed four (4) months.

- A. An employee who is granted PDL is required to use accrued sick leave in lieu of any unpaid leave and may use any accrued vacation leave at their option in lieu of any unpaid leave. If the employee is receiving a paid disability benefit while on PDL, the employee may coordinate any accrued sick leave benefits and earned vacation benefits up to their full salary. Any portion of the leave that occurs after all sick and vacation benefits have been exhausted shall be without pay.

- B. Group insurance benefits ordinarily provided by the Agency will remain in effect until the end of the month in which the PDL terminates.
- C. If an employee requires PDL, the employee must notify their supervisor in writing as soon as possible. The written notice should specify the commencement date of the leave and the expected duration of the leave and be accompanied by a signed physician's statement. For emergencies or events that are unforeseeable, an employee must notify her supervisor as soon as practical after an employee learns of the need for the leave.
- D. Written extension requests of PDL, not to exceed the fourth month limitation, must be received by the General Manager prior to the expiration of the approved leave or within three days of an absence. Employees who do not report for work at the end of an approved PDL, will be considered to have voluntarily resigned unless their leave is extended for CFRA baby bonding leave or where their disability has continued beyond the four months of PDL and may otherwise be reasonably accommodated under state and federal disability accommodation laws. . Employees returning from a PDL shall be required to provide a physician's statement that states that they are medically able to return to work to the extent permitted by law.
- E. For employees on PDL, the District anticipates reinstatement to the same or a similar job with the same or similar duties, pay, and location as required by law.
- F. The District will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or, if feasible, temporarily transfer the employee to a less strenuous or hazardous position (where one is available) or duties if medically needed because of their pregnancy.

4.05 Insurance.

- A. Health Insurance. The District will furnish, at District expense, Health Insurance Programs for its Regular Employees and dependents of the employee to help provide the employee with protection from major health expense. The qualification of dependents and co-insurance responsibilities of the employee are separate for the various elements of the program. The program currently includes the following elements:
 - 1) Medical Care (see Exhibit 'A' for current provider).
 - 2) Vision Care (see Exhibit 'A' for current provider).
 - 3) Dental Care (see Exhibit 'A' for current provider).
- B. Post-Retirement Health Insurance. All Regular Employees hired before April 1, 2015, eligible for CalPERS retirement (normally age 55 [but not less than 50], vested with 5-years of CalPERS contributions), who have worked for the District for at least five (5) years and who retire from the District will be eligible for this post-retirement health insurance benefit. The District will cease to continue post-retirement health benefits to a retiree if the retiree becomes: 1) reinstated as a CalPERS member and eligible for enrollment/enrolled in an employer health insurance program or 2) employed or eligible for enrollment/enrolled in another employer's health Insurance program.

A Regular Employee hired before April 1, 2015 who meets the above-referenced criteria shall be eligible for Post-Retirement Health Insurance as a retired employee and for one dependent (identified at time of retirement) as provided for in this policy. The surviving dependent (identified at time of retirement) will be entitled to continue to receive Post-Retirement Health Insurance. The District will cease to continue benefits to a retiree's surviving dependent (identified at the time of retirement) upon the surviving dependent's 1) remarriage or 2) enrollment in another group medical plan. The retiree's surviving dependent agrees to immediately notify the District's General Manager in writing in the event of: 1) remarriage or 2) enrollment in another group medical plan.

When a covered retiree and/or their surviving dependent reach 65 years of age, coverage will be provided by a combination of the District insurance provider and Medicare insurance.

The District will be responsible for the value of such Post-Retirement Health Insurance coverage only to the extent it is provided to an individual, if the retiree has less than twenty (20) years of service. The difference in cost between this individual plan and the retiree-chosen plan for medical insurance will be the responsibility of the retiree.

The District will be responsible for the value of such Post-Retirement Health Insurance coverage only to the extent it is provided to an individual and 50% the cost of one dependent, if the retiree has more than twenty (20) years and less than thirty (30) years of service. The difference in cost between this coverage and the retiree chosen plan for medical will be the responsibility of the retiree.

The District will be responsible for the value of such Post-Retirement Health Insurance coverage for the retiree and one dependent, if the retiree has more than thirty (30) years of service. The difference in cost between this coverage and the retiree chosen plan for medical insurance will be the responsibility of the retiree.

- C. Life Insurance. The District will provide term group life insurance for all its Regular Employees, and will pay for the premium according to the insurance policy applicable to the employee for a benefit amount equal to 1.5 times the annual salary of the employee rounded to the closest One Thousand Dollars (\$1,000.00) with a maximum of \$100,000.00. Such life insurance will not be provided for temporary employees (see Exhibit 'A' for current provider).
- D. Employee Assistance Program. The District offers the benefits of an Employee Assistance Program for all its employees. The program provides for six (6) free consultations per person/per incident annually and unlimited 24/7 phone access consultations (see Exhibit 'A' for current provider).

The General Manager or their designee will provide more detailed information on insurance policies and benefits to the employee upon request.

4.06 Retirement. The District will provide "classic members" (as defined by CalPERS law) with retirement benefits by contract with the Public Employees' Retirement System of the State of California (CalPERS) in accordance with the Public Employee's Retirement Law. Such

retirement benefits are to be based upon the pension formula of 2% @ 55 with the highest one (1) year compensation. The District will pay the full costs of membership for “classic members” (hired prior to April 1, 2015) in CalPERS.

Any “classic members” hired after April 1, 2015 will pay all of the required employee contribution subject to change based on the annual actuarial valuation performed by CalPERS for the “classic member” plan. Should termination of employment occur, the employee will be entitled to continue or transfer membership according to CalPERS regulations.

The Public Employees' Pension Reform Act of 2013 (PEPRA) went into effect on January 1, 2013 and affects “new members” of CalPERS. PEPRA mandates the equal sharing of normal costs between public employers and “new members.” The law specifically requires that “new members” pay at least fifty (50) percent of the normal cost rate (subject to change based on annual actuarial evaluation from CalPERS) for their defined benefit plans, and that employers not pay any of the required employee contribution. PEPRA requires that the new pension formula be provided to all new members (2% @ 62 with 3-year final compensation). A “new member” includes an individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system. CalPERS will automatically provide all of the same optional benefit provisions provided to the latest active benefit group effective on December 31, 2012, to all “new members,” except to the extent an optional benefit is not permitted for new members. Should termination of employment occur, the employee will be entitled to continue or transfer membership according to CalPERS regulations.

- 4.07 Deferred Compensation Plan. On November 30, 1982, the District’s Board of Directors adopted Resolution No. 82-83-14 implementing a Deferred Compensation Retirement Plan in lieu of Social Security participation. On June 28, 1983, the District’s Board of Directors adopted Resolution No. 83-84-03 that provided supplemental compensation in lieu of Social Security contributions. Regular employees may defer any portion of their gross compensation within the current limits of contributions. Any election to defer compensation will be authorized by the regular employee upon initial hire and/or at the request of the employee anytime thereafter.
- 4.08 Safety Shoes. The District will pay the cost of reinforced toe safety shoes (steel-toe or composite) for maintenance, water supply and operations personnel, and for other personnel requested to perform tasks, which, in the opinion of the General Manager, would require the wearing of safety shoes in accordance with the current MOU.
- 4.098 Tuition Reimbursement. The District will provide Tuition Reimbursement In accordance with the Memorandum of Understanding (MOU).

EXHIBIT “A”
As of 04/01/20

1. Medical: Anthem Classic Plan (PPO), Anthem Cal Care Plan (HMO) and Kaiser provided through the Association of California Water Agencies/Joint Powers Insurance Authority.
2. Vision: Vision Service Plan provided through the Association of California Water Agencies/Joint Powers Insurance Authority.
3. Dental: Delta Dental of California provided through the Association of California Water Agencies/Joint Powers Insurance Authority.
4. Life Insurance: Standard Insurance Company provided through the Association of California Water Agencies/Joint Powers Insurance Authority.
5. Employee Assistance Program: Managed Health Network, Inc. (MHN) provided through the Association of California Water Agencies/Joint Powers Insurance Authority.