WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376 PH:
(909) 875-1804
WWW.WVWD.ORG

REGULAR BOARD MEETING
AGENDA

Thursday, April 16, 2026, 6:00 PM

Council Chambers & Via Teleconference:
2100 Costa Del Mar Road, Carlsbad, CA 92009

BOARD OF DIRECTORS

Kelvin Moore, President
Angela Garcia, Vice President
Estevan Bennett, Director
Daniel Jenkins, Director
Gregory Young, Director

"In order to comply with legal requirements for posting of agendas, only those items filed with the Board Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: https://us02web.zoom.us/j/8402937790. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

ROLL CALL OF BOARD MEMBERS

APPROVAL OF ANY BOARD MEMBERS REQUESTS FOR REMOTE PARTICIPATION

PLEDGE OF ALLEGIANCE

OPENING PRAYER

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
   Government Code Section 54956.9(d)(2) and (4)
   CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
   Paragraph (1) of subdivision (d) of Government Code Section 54956.9

   Aqueous Film-Forming Foams Products Liability Litigation; City of Camden, et al. v. Tyco Fire Products LP; City of Camden, et al. v. BASF Corporation; City of Camden, et al., v. 3M Company; City of Camden, et al. v. E.I. DuPont De Nemours and Company

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

PRESENTATIONS

1. 2026 Scholarship Winner Recognition

CONSENT CALENDAR

1. Minutes for the April 2, 2026, Regular Board Meeting **PG 5**

2. Amendment 2 to GHD, Inc. Task Order 1 for the Roemer Water Filtration Facility Upgrade and Expansion Project **PG 9**

3. Task Order No. 4, Amendment No. 1 with Michael Baker International for Construction Management and Inspection Services for the Lord Ranch Facilities Project **PG 19**

BUSINESS MATTERS

Consideration Of:

1. Construction Change Order for the Bloomington Alleyway Main Replacement Project - Phase 3C **PG 31**
2. Task Orders with Albert A. Webb Associates for the Bloomington Alleyway Water Main Replacement Projects - Phase 3B (W25036) and Phase 3C (W25037) **PG 39**
3. Board Resolution - Intention to Issue Tax-Exempt Obligations **PG 59**
4. Board Resolution - Personnel Policies and Procedures **PG 73**
5. Water Utility High School Internship Program **PG 449**
6. Approval for Director attendance at an Outside Meeting pursuant to Board of Directors Policies And Procedures Manual Section 18.2(b)(vii) **PG 453**

REPORTS

1. Board Committee Reports
2. Board Members
3. General Manager
4. 4. Legal Counsel
5. Public Outreach Government Affairs
6. Board Secretary

UPCOMING MEETINGS

April 16, 2026 - Board of Directors Meeting at 6:00 p.m.
April 22, 2026 - Special HR Committee at 6:00 p.m.
April 27, 2026 - External Affairs Committee at 12:00 p.m.
April 28, 2026 - Special EOP Committee at 6:00 p.m.
May 4, 2026 - S&T Committee at 5:00 p.m.
May 7, 2026 - Board of Directors Meeting at 6:00 p.m.

UPCOMING COMMUNITY EVENTS

May 2, 2026 - Fontana Days Parade
May 2, 2026 - SoCal STEAM Challenge
May 3, 2026 - SoCal STEAM Challenge
May 30, 2026 - Human and Pet Wellness

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

May 5 - 7, 2026 - ACWA Spring Conference - Sacramento
June 22 - 24, 2026 - AWWA ACE26 - Washington DC

ADJOURN

Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Acting Board Secretary, Kara Johnson, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Johnson may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on April 13, 2026.

Kara Johnson

Kara Johnson, Acting Board Secretary

Date Posted: April 13, 2026

REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
April 2, 2026

OPENING CEREMONIES

Call to Order – 6:00 p.m.
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Kelvin Moore	☑	☐	
Angela Garcia	☑	☐	
Estevan Bennett	☑	☐	
Daniel Jenkins	☑	☐	
Gregory Young	☑	☐	
General Counsel			
Jeff Ferre	☑	☐	
Staff			
John Thiel	☑	☐	
Linda Jadeski	☑	☐	
Jose Velasquez	☑	☐	
Haydee Sainz	☐	☑	
Joanne Chan	☑	☐	
Kara Johnson	☑	☐	
Socorro Pantaleon	☑	☐	
Rocky Welborn	☑	☐	
Albert Clinger	☑	☐	

Approval of Any Board Member Requests for Remote Participation – None.
Pledge of Allegiance – The Pledge of Allegiance was led by Vice President Garcia.
Opening Prayer – The Invocation was offered by Pastor Vernall Townsend.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Paragraph (1) of subdivision (d) of Government Code Section 54956.9
   Name of Case: Southern California Edison v. California State Board of Equalization et al.

President Moore inquired if anyone from the public would like to speak on Closed Session items. No requests were received to speak, therefore President Moore closed the public comment period.

The Board entered into closed session at 6:03 p.m.

The Board adjourned from closed session at 6:14 p.m. to conduct the business portion of the meeting

which commenced at 6:14 p.m. with all Board Members present.

Report out on Closed Session

General Counsel Ferre stated that there was no reportable action.

ADOPT AGENDA

Motion to adopt the agenda.

RESULT:	**ADOPTED [5-0]**
MOVER:	Daniel Jenkins
SECONDER:	Gregory Young
AYES:	Estevan Bennett, Daniel Jenkins, Gregory Young, Angela Garcia, Kelvin Moore

PUBLIC PARTICIPATION

President Moore inquired if anyone from the public would like to speak. No requests were received to speak, therefore President Moore closed the public comment period.

PRESENTATIONS

1. Lord Ranch Projects Update

Director of Engineering Welborn provided an update on the Lord Ranch projects and fielded questions from the Board.

CONSENT CALENDAR

1. Minutes for the March 19, 2026, Regular Board Meeting
2. Partial Retention Release with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

Motion to adopt Consent Calendar.

RESULT:	**ADOPTED [5-0]**
MOVER:	Angela Garcia
SECONDER:	Daniel Jenkins
AYES:	Estevan Bennett, Daniel Jenkins, Gregory Young, Angela Garcia, Kelvin Moore

BUSINESS MATTERS

1. To Adopt Resolution No. 2026-02 of the Board of Directors of the West Valley Water District Designating April 5 – 11, 2026, as Special Districts Week

Manager of Public Outreach and Government Affairs Pantaleon presented the staff report and fielded questions from the Board of Directors.

Motion to Adopt Resolution No. 2026-02.

RESULT:	**ADOPTED [5-0]**
MOVER:	Daniel Jenkins
SECONDER:	Angela Garcia
AYES:	Estevan Bennett, Daniel Jenkins, Gregory Young, Angela Garcia, Kelvin Moore

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Committee Reports

Director Young reported on Engineering Operations & Planning Committee meeting.

Vice President Garcia reported on meeting with Assemblymember Ramos and updates to the proposed educational programs.

Director Bennett reported on attending WELLS annual conference in Fresno.

President Moore reported on the HR Committee and External Affairs Committee meetings.

2. Board Members

Director Jenkins wished his son a happy birthday.

Vice President Garcia wished her son a happy birthday.

Director Young wished everyone a happy Easter and thanked everyone for their prayers for his family.

Director Bennett congratulated his son on graduating.

President Moore congratulated his daughter her obtaining her business license.

3. General Manager

General Manager Thiel provided updates on recruitment, employee of the month, and committee reports. Then thanked John Martin for his 40 years of service with the District.

4. Legal Counsel

No report out.

5. Public Outreach Government Affairs

Manager of Public Outreach and Government Affairs Pantaleon provided an update on upcoming Conferences, legislation, and events.

6. Board Secretary

Acting Board Secretary Johnson provided an update on upcoming meetings and events.

ADJOURN

President Moore adjourned the meeting at 7:01 p.m.

ATTEST:

_____
Kara Johnson, Acting Board Secretary

Minutes were approved on _____ by the Board of Directors of the West Valley Water District.

STAFF REPORT

DATE: April 16, 2026

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Amendment 2 to GHD, Inc. Task Order 1 for the Roemer Water Filtration Facility Upgrade and Expansion Project

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STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; Objective 1A - Increase System Capacity for Anticipated Growth; Objective 1B - Assess, Repair, Replace, Upgrade Aging Infrastructure; Objective 1C - Provide Effective Source Water Treatment

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices; Objective 5B - Explore Innovative Solutions and Implement When Feasible and Cost-Effective

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 03.26.2026

BACKGROUND:

GHD, Inc. (GHD) has been providing Professional Engineering Services to the District for the Oliver P. Roemer Water Filtration Facility Expansion Project, including project/construction management, site inspection services, and other engineering services during construction. Additionally, GHD and its teaming partners prepared the 30% design documents, assisting the District with the Design Build Team selection/on-boarding.

GHD has been acting as the “Owner’s Agent” for the construction phase of the Project. GHD’s responsibilities as the Owners Agent are to review all the of the Design Builders work product, oversee construction, commissioning activities, post construction tasks and warranty phase to ensure successful completion of the project. The services being provided by GHD include:

- Construction Management (full time onsite presence via resident engineer)
- Project Management
- Submittal Reviews
- Requests for Information Management and Response
- Change Order and Progress Payment Management
- Permitting and Compliance items
- Commissioning Support
- Project Closeout Planning and Support
- Acceptance Testing coordination

- Post Construction and Warranty Phase support

The nature of an Owner's Agent role is driven by the schedule and activities of the Design Build partner and often requires quick decisions on items that could not have been foreseen when the original professional services agreement was developed. The current PSA with GHD includes a "burn rate and schedule approach" to ensure adequate and timely oversight of the Design Build partner, which assumed a project completion of approximately December 2025.

DISCUSSION:

The current contractual completion month for the project with the Design Builder was December 2025, final project testing and punch list project times have been extended, the expected construction project completion date to April 2026.

Staff anticipates a need for additional funds for GHD to provide Owners Agent services to complete the project. GHD's existing contract includes approximately $35,000 of remaining authorized work. GHD has provided a proposal to perform these services through project completion and SFR loan closeout. That proposal is included in the attached **Exhibit A** - Amendment No. 2 to Task Order 1 for a total value of $65,000.

FISCAL IMPACT:

The cost to continue to perform the construction management and various other engineering services with GHD during construction as presented in the Task Order Amendment is $65,000. Sufficient funds are available in the project budget under W19041 to cover the proposed additional services.

REQUESTED ACTION:

Staff recommends to the Board of Directors to:

1. Approve Amendment No. 2 to GHD Task Order Number 1 for an amount not-to-exceed $65,000 with GHD Inc. for the Roemer Water Filtration Facility Upgrade and Expansion Project;
2. Authorize the General Manager to execute all necessary documents.

Attachments

Draft - Amendment No. 2 to Task Order No. 1.pdf

AMENDMENT NO. 2 to TASK ORDER NO. 1

Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

This Task Order ("Task Order") is executed this _____ day of **March, 2026** by and between West Valley Water District, a public agency of the State of California ("District") and **GHD Inc**., ("Consultant").

RECITALS

A. On or about **April 4, 2024** District and Consultant executed that certain Agreement for Professional Services ("Agreement").

B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services provided by Consultant.

C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Subject to any limitations in the Agreement and this Task Order, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.

3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[***SIGNATURES APPEAR ON FOLLOWING PAGE***]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

By _____
John Thiel, General Manager

By_____
Kara Johnson, Board Secretary

CONSULTANT:

GHD, INC.

By_____

Name_____

Its_____

EXHIBIT "1"

TO

AMENDMENT NO. 2 to TASK ORDER NO. 1

SCOPE OF SERVICES

The purpose of the scope of services is to outline the tasks that are necessary to complete Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project for West Valley Water District (District) as described in the attached proposal dated March 2, 2026. The proposal and supporting documents are incorporated by reference to this Amendment No. 2 to Task Order No. 1.

320 Goddard Way, Suite 200
Irvine, CA 92618
USA
www.ghd.com

Our ref: 11214029

02 March 2026

Mr. Rocky Welborn
Engineer Manager
West Valley Water District
855 W. Base Line Rd.
Rialto, CA 92376
rwelborn@wvwd.org

Re: Change Order request for Owner's Engineering Services for the Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project

Dear Mr. Welborn,

GHD Inc. (GHD) is pleased to continue to provide professional Owner's Engineering services for the Oliver P. Roemer Filtration Facility Upgrades and Expansion Project. We have outlined below our current activities, changes to the original scope which have resulted in the development of this change order request, and the work required for completion.

This Change Order request is intended to be a continuation of the existing contract GHD has with West Valley Water District, with all terms and conditions to remain unchanged.

CURRENT ACTIVITIES

GHD and its teaming partners continue to perform a wide variety of Owner's Engineering Services. These include, but are not limited to the following:

- Project Management
- Construction Management
- Acceptance Test activities
- Close out documents
- Change Order and Progress Payments Management
- Permitting and Compliance, e.g. DDW and SRF close out reporting
- Punchlist

REASON FOR CHANGE ORDER

The reason for the change order is the extension of the contract period which was scheduled to be completed at the end of December. We are now two months past the completion date.

Further, there have been challenges with acceptance testing and uncertainty surrounding some punch list activities which still require resolution.

WORK STILL TO COMPLETE

All of the work tasks as stated above in the "Current Activities" section, in addition to those related to project completion as stated below:

- Project Completion activities

- Acceptance Test activities
- Close out / Punchlist activities
- Post Construction & Warranty Phase

COMPENSATION

Due to the nature of OE contracts, the development of a traditional task and cost breakdown has not been completed here, in favor of a burn rate and schedule approach. This continues to be necessary so that all tasks can be addressed immediately without the concern of how out-of-scope tasks are compensated for. A summary table has been provided below, noting the total being **$65,000**.

Current remaining budget (apprx.)	$ 35,000.00	
Anticipated burn rate	$ 15,000.00	GHD
	$ 5,000.00	Subs
	$ 20,000.00	
4 months remaining	$ 80,000.00	
Contingency (25%)	$ 20,000.00	
Total	$ 100,000.00	
Change Order request (minus existing budget)	**$ 65,000.00**	

We appreciate this opportunity to submit this change order request and thank you for consideration. Please do not hesitate to contact me if you have any comments or questions.

Regards

Paul Hermann
Project Manager
949-878-7735
paul.hermann@ghd.com

EXHIBIT "2"

TO

AMENDMENT NO. 2 to TASK ORDER NO. 1

COMPENSATION

Due to the nature of OE contracts, the development of a traditional task and cost breakdown has not been completed here, in favor of a burn rate and schedule approach. This continues to be necessary so that all tasks can be addressed immediately without the concern of how out-of-scope tasks are compensated for. A summary table has been provided below, noting the total being $65,000.00.

Current remaining budget (approximately)	$35,000.00	
Anticipated Burn Rate	$15,000.00	GHD
	$5,000.00	Subs
	$20,000.00	
4 months remaining	$80,000.00	
Contingency (25%)	$20,000.00	
Total	$100,000.00	
Change Order request (minus existing budget)	**$65,000.00**	

EXHIBIT "3"

TO

AMENDMENT NO. 2 to TASK ORDER NO. 1

SCHEDULE

Schedule to be determined by District staff.

STAFF REPORT

DATE: April 16, 2026

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Task Order No. 4, Amendment No. 1 with Michael Baker International for Construction Management and Inspection Services for the Lord Ranch Facilities Project

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STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; Objective 1A - Increase System Capacity for Anticipated Growth

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices; Objective 5A - Increase Operational Efficiency, Resiliency, and Reliability

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 03.26.2026

BACKGROUND:

The Lord Ranch Site (Site) is located on the east side of Pepper Avenue, between Baseline Road and the 210 Freeway, in the City of Rialto. This Site is currently occupied by Pump Station 4-1, Reservoir 3-2, and Groundwater Wells 7, 8A, and 36.

West Valley Water District (District) is constructing several infrastructure improvements at the Site to increase operational capacity through the Base Line Feeder (BLF) transmission pipeline. The BLF delivers purchased groundwater from the San Bernardino Valley Municipal Water District, which is then boosted into the District's norther service area. The infrastructure improvements include the construction and operation of a 1-million-gallon aeration tank (R3-5), and a new booster pump station (PS4-3), which will be housed within a concrete masonry building. Pipelines will be installed to connect the new facilities to the existing infrastructure on-site. Site grading and drainage improvements will also be completed to support the new construction and improve overall site functionality.

Collectively, these improvements will enhance the District's ability to reliably deliver water to its northern service area and increase system resilience.

DISCUSSION:

In February 2023, the District executed Task Order (TO#04) with Michael Baker International (MBI) to provide construction management and inspection services for the Lord Ranch Facilities Project (Project). The original project proposal for TO#04 anticipated a construction period of 200 working days (approximately nine months), with construction expected to begin in February 2023.

During this period, the District's control and communication systems were undergoing transition. To ensure the Project aligned with the District's evolving operational needs and updated standards, District staff determined that certain elements of the previously completed design should be revised. The final design revisions were completed in March 2025, and the Project was subsequently advertised on PlanetBids for construction bids.

As a result of these changes and other project requirements, the project construction schedule was revised to allow 540 calendar days (approximately eighteen months) for Milestone #1 and 630 calendar days for Milestone #2 for the emergency generator installation.

Accordingly, District staff requested MBI to update and submit a revised proposal to reflect the extended construction duration, cost of living adjustments from 2023, and the additional services required to support the Project through completion.

Attached as **Exhibit A** is Task Order No. 4, Amendment No. 1, including MBI's proposal outlining the scope of work and associated costs of the additional services.

FISCAL IMPACT:

This Project was included in the Fiscal Year 2025/2026 Capital Improvement Budget under Project No. W15004 Lord Ranch Facilities Project.

This change order increases the contract amount by $558,236, bringing the total contract value to $1,077,638.

$262,800 of the change order amount will be funded under Project No. W15004; the remaining $295,436 will be funded through CIP Contingency.

REQUESTED ACTION:

Staff recommends the Board of Directors:

1. Approve New Task Order No. 4, Amendment No. 1 with Michael Baker International in the amount of $558,236 for the construction management and inspection services for the Lord Ranch Facilities Project, increasing the Board approved Contract Value to $1,077,638;
2. Authorize the General Manager to execute all necessary documents.

Attachments

Exhibit A - Task Order No. 4, Amendment No. 1.pdf

EXHIBIT A

AMENDMENT NO. 1 to TASK ORDER NO. 4

Construction Management and Inspection Services for the Lord Ranch Facilities Project

This Task Order ("Task Order") is executed this _____ day of _____, 2026 by and between West Valley Water District, a public agency of the State of California ("District") and MICHAEL BAKER INTERNATIONAL, Inc., ("Consultant").

RECITALS

A. On or about October 15, 2020 District and Consultant executed that certain Agreement for Professional Services ("Agreement").

B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services provided by Consultant.

C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Subject to any limitations in the Agreement and this Task Order, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.

3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[***SIGNATURES APPEAR ON FOLLOWING PAGE***]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

By _____
Kelvin Moore, President

By _____
John Thiel, General Manager

By_____
Kara Johnson, Board Secretary

CONSULTANT:

MICHAEL BAKER INTERNATIONAL, Inc.,

By_____

Name_____

Its_____

EXHIBIT "1"

TO

AMENDMENT NO. 1 to TASK ORDER NO. 4

SCOPE OF SERVICES

The purpose of the scope of services is to outline the tasks that are necessary to complete the Construction Management and Inspection Services for the Lord Ranch Facilities Project pursuant to the attached proposal dated February 17, 2026.

Michael Baker
INTERNATIONAL

We Make a Difference

February 17, 2026 JN 194668

Mr. Leo Chan, P.E.
Senior Engineer
West Valley Water District
855 W. Base Line Rd.
Rialto, CA 92376

Subject: Proposal for Construction Management and Inspection Services, AWR 1
Lord Ranch Facilities Project, Task Order No. 4

Dear Mr. Chan:

Michael Baker International (Michael Baker) is pleased to submit our Additional Work Request (AWR) 1 Proposal for ongoing Professional Construction Management and Inspection services for the referenced project. Following our recent discussion, Michael Baker understands that the West Valley Water District requests continued construction management and inspection services in accordance with the revised construction duration outlined in the bid documents and the General Contractor's baseline schedule.

Michael Baker submitted the original project proposal in December 2022, projecting a construction period of 200 working days (approximately nine months) with an anticipated start date of February 2023. Subsequently, the project milestones were revised to 540 calendar days (approximately eighteen months) for Milestone #1 and 630 calendar days for Milestone #2 (Generator), with a revised construction NTP date for October 2025. Per the contractor's schedule, completion of the generator is planned within Milestone #1 now and may not need the additional 90 calendar days. Due to the extended construction duration, the estimated hours required for Construction Management and Inspection services have increased and are distributed across 2025, 2026, and 2027. Additionally, subcontractor costs have been adjusted to align with the revised construction start date.

Michael Baker will continue to act as an extension of staff, supporting the District's Project Manager and serving the best interests of the West Valley Water District. The duties of the Michael Baker Team, as specified in the Scope of Work from the original proposal, remain unchanged. This AWR 1 requests a budget increase of $558,236.00, bringing the total budget to $1,077,638.00. Our services will be provided on a time-and-materials basis, as detailed in the attached updated proposed fee estimate for this AWR 1.

Our Project Team looks forward to meeting with you discuss our proposed approach to completing West Valley Water District's goals and objectives on this project. We appreciate the opportunity to submit our AWR 1. Should you have any questions, please contact me at 949.892.8330. Thank you.

Sincerely,

Kieler Smith, PE, CCM, Assoc. DBIA, QSD/P
Project Manager

Dave Mercier, PE, CPESC, LEED AP, QSP/QSD
Vice President and Water Practice Executive

Attachment: AWR 1 Fee Estimate

EXHIBIT "2"

TO

AMENDMENT NO. 1 to TASK ORDER NO. 4

COMPENSATION

Michael Baker will continue to act as an extension of staff, supporting the District's Project Manager and serving the best interests of the West Valley Water District. This AWR 1 request a budget increase of $558,236.00, bringing the total budget to $1,077,638.00. The services will be provided on a time-and-materials basis, as detailed in the attached updated proposed fee estimate dated February 17. 2026.

West Valley Water District
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
LORD RANCH FACILITIES (W15003, W15004 & W15006)
AWR 1 FEE ESTIMATE

Original Proposal from December 2022, Fee Estimate Table (9 Months of Field Work)

2023

Task	Approx. Person Hours: Technical Experts	PM/RE	CM	Civil Inspector	CM Coordinator	MBI Cost	Direct Cost	Sub-Consultant	WVWD Allowance (Add#2)	Total Proposed Cost
Rates	*$225.00*	*$200.00*	*$145.00*	*$138.00*						
Construction Management	20	208	832	0	0					
Construction Inspection	0	0	0	1600	0					
Subtotal Amount	$4,500	$41,600	$120,640	$220,800	$0	$387,540	$9,670	$92,192	$30,000	**$519,402**

Update Fee Estimate Table based on the Contractor Completing Construction within Milestone #1 (18 Month of Field Work, Complete April 2027)

2025

Task	Approx. Person Hours: Technical Experts	PM/RE	CM	Civil Inspector	CM Coordinator	MBI Cost	Direct Cost	Sub-Consultant	WVWD Allowance (Add#2)	Subtotal Proposed Cost
Rates	*$248.06*	*$220.50*	*$159.86*	*$152.15*	*$135.00*					
Construction Management	0	60	205	0	136	$64,361	$1,200			
Onsite Inspection										
Construction Inspection	0	0	0	270	0	$41,081	$1,900			
Subtotal Amount	$0	$13,230	$32,771	$41,081	$18,360	$105,442	$3,100			$108,542

2026

Task	Approx. Person Hours: Technical Experts	PM/RE	CM	Civil Inspector	CM Coordinator	MBI Cost	Direct Cost	Sub-Consultant	WVWD Allowance (Add#2)	Subtotal Proposed Cost
Rates	*$260.46*	*$231.53*	*$167.85*	*$159.76*	*$141.75*					
Construction Management	20	208	980	0	448	$281,364	$5,000			
Onsite Inspection										
Construction Inspection	0	0	0	2000	0	$319,520	$10,000			
Coating Inspection - MCS								$56,350		
10% Sub Consultant Mark-up:								$5,635		
Material Testing and Specialty Inspection										
Materials Testing and Other Specialty Inspection - RMA								$25,000		
10% Sub Consultant Mark-up:								$2,500		
Off-Site Inspection										
Special Inspection Shop Coating - MCS								$15,000		
10% Sub Consultant Mark-up:								$1,500		
Subtotal Amount	$5,209	$48,158	$164,493	$319,520	$63,504	$600,884	$15,000	$105,985		$721,869

2027

Task	Approx. Person Hours: Technical Experts	PM/RE	CM	Civil Inspector	CM Coordinator	MBI Cost	Direct Cost	Sub-Consultant	WVWD Allowance (Add#2)	Subtotal Proposed Cost
Rates	*$273.49*	*$243.10*	*$176.25*	*$167.75*	*$148.84*					
Construction Management	8	54	400	0	128	$104,867	$1,250			
Onsite Inspection										
Construction Inspection	0	0	0	640	0	$107,360	$3,750			
WVWD Allowance										
WVWD Allowance (Addendum 2									$30,000	
Subtotal Amount	$2,188	$13,127	$70,500	$107,360	$19,052	$212,227	$5,000		$30,000	$247,227
					Totals 2025, 2026, & 2027	$918,553	$23,100	$105,985	$30,000	$1,077,638
					AWR 1 Delta to Proposal	$531,013	$13,430	$13,793	$0	**$558,236**

1) Assumes 400 working days of Civil Construction, with 540 Calendar Day Construction Duration
2) Direct Costs (printing, mileage etc.) to be billed at cost +15%, any unutilized ODC costs can be transferred to labor costs should it become necessary.
3) It is not anticipated however, if needed, overtime rates will be at the rates shown above x 1.5 and double time x 2.0
4) Labor and Expeneses will be billed on a Time and Materials basis until the project is completed or the contract is expended
5) Due to ever-changing costs, Michael Baker will increase rates by 5 percent (5%) on January 1 of each year based on the approved 2023 rates in the original proposal.
6) The Coating Inspection Subconsulant Cost has been increased to $71,350 from $68,881, plus 10% markup.
7) The Special Inspection Subconsulant Cost has been increased to $25,000 from $15,000, plus 10% markup.

EXHIBIT "3"

TO

AMENDMENT NO. 1 to TASK ORDER NO. 4

SCHEDULE

Schedule to be determined by District staff.

STAFF REPORT

DATE: April 16, 2026

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Construction Change Order for the Bloomington Alleyway Main Replacement Project - Phase 3C

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; Objective 1A - Increase System Capacity for Anticipated Growth

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices; Objective 5A - Increase Operational Efficiency, Resiliency, and Reliability

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 03.26.2026

BACKGROUND:

On July 17, 2025, West Valley Water District (District) Board of Directors authorized the construction contract for the construction of the Zone 2 Waterline and Service Relocation in the Bloomington Area, Phase 3C Project (Project). The Project was designed to install a new 8-inch (8") water pipeline approximately 4,400 linear feet, and 4,000 linear feet of 24-inch (24") cement-lined, mortar-coated, fully welded steel pipeline within the public right-of-way connecting to an existing 20" transmission main at Cedar Avenue and 8th Street, and reconnect services with new piping from the main to the front of the properties within the area.

On August 19, 2025, the District entered into an Agreement with Kirtley Construction, Inc. dba TK Construction (Contractor) for the construction work.

The District partnered with the County of San Bernardino 5th District Supervisor Joe Baca Jr., with a $1.5 million investment to jointly improve fire flow and provide a more dependable and reliable water supply for residents of Bloomington.

To date staff has approved Change Order Number 1 for the project that included quantity adjustments to the bid line items to align with verified field conditions, removed a valving cluster at 8th Street and Locust Avenue that was installed previously, and addressed an utility conflict with a recently installed storm drain. Change Order number 1 was within the General Managers authority to approve. Change Order Number 1 has a total contract value addition of $75,000 and extended the contract by 8 days.

DISCUSSION:

Additional potholing and field verification has identified the additional utility conflicts with shallow natural gas pipelines, reallocation of service installations to the future Bloomington 3B project, and additional customer side modifications that were not foreseen at the time of bidding. Each connection was evaluated and cost estimate proposal was combined into one lump sum price. Because underground conditions on the customer properties are still unknown, the customers side modifications are being proposed with a component that will be performed at time-and-materials costs not to exceed $30,000.

TK Construction provided a cost breakdown included in the attached **EXHIBIT A** - Change Order documentation and is summarized below:

Description	Amount
Utility Conflict Avoidance	$228,238.10
Additional Customer Side Modifications	$94,192.22
Total Contract Value Change	**$322,430.32**

The expected construction duration will be extended by 10 working days for a total of 258 working days.

FISCAL IMPACT:

Staff is proposing a current fiscal year budget transfer from the W26001 – Reservoir 4-1 and 4-2 Rehabilitation project of $450,000 to fund this change order and other project activities until the end of the fiscal year, the total project costs remains under the 5-year CIP approved budget.

REQUESTED ACTION:

Staff recommends the Board of Directors to:

1. Authorize the transfer of funds in the amount of $450,000 from CIP Project No. W26001 Budget to the CIP Project No. W25037 Budget;
2. Approve a Construction Contract Change Order with TK Construction in the amount of $322,430.32 for the Bloomington Alleyway Water Main Replacement Project – Phase 3C (W25037), increasing the Board approved Contract Value to $5,256,862.64;
3. Authorize the General Manager to execute all necessary documents.

Attachments

Exhibit A - TK Construction Contract - Change Order No. 2.pdf

WEST VALLEY WATER DISTRICT

SECTION 2.11
OF
PROCEDURAL DOCUMENTS

CHANGE ORDER

Order No. 2
Date April 2, 2026
Agreement Date August 19, 2025
Sheet 1 **of** 2

Owner: West Valley Water District

Project: Bloomington Waterline Replacement Phase 3C

Contractor: Kirtley Construction, Inc. dba TK Construction

The following changes are hereby made to the Contract Documents:

ITEM NO.	DESCRIPTION	ADD	DEDUCT
CCO 02.1	Additional work for utility conflicts as shown on Delta 2 plans	$284,696.89	$(56,458.79)
CCO 02.2	Additional work for connection to existing house supply lines	$109,092.22	$(14,900.00)
TOTAL CHANGE ON THIS CONTRACT CHANGE ORDER			**$322,430.32**

JUSTIFICATION:

During construction, the contractor encountered unforeseen utility conflicts that required an alternative design alignment and obstructions not identified on the plans. This additional work was not covered in any bid items and therefore the contractor provided cost as described below:

CCO02.1 –The delta plans included additional work to install 6" Blow-Off per Std. W-6B with post guards at deeper elevation, install control density fill and/or slurry fill to protect the pipe, and customized fittings on the 24” water line to avoid utility conflicts.

The delta 2 plans also included 2” air valve upgrade to 4” air valve assembly per Std. W-7B. Some items were also deleted such as a 24” valve and 2” air valve assemblies which included fees associated for restocking the valve and material fees to keep the air valves respectively. Bid item no.’s 8, 10, 13, 27, 28, and 30 were adjusted accordingly. Bid item no. 51, bid allowance, was utilized to cover a portion of this work.

A total of six (6) contract days are added to perform the work.

CCO02.2 – Existing field conditions to connect existing house water supply lines to the new main line deviated from the bid plans and specifications, some services were deferred to future project, and an estimated 22 units require installation of PRV on the customer supply service line, requiring the contractor to perform additional work and supply more material than was originally included in the bid price. Additionally, meter and service connections were modified to remove from this project.

During the month of February, several inclement weather were encountered resulting in a total of four (4) days of rain delays. Therefore, the contract days are extended to reflect the additional days.

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 4,859,432.32
Current Contract Price Adjusted by Previous Change Order(s)	$ 75,000.00
Contract Price due to this Change Order will be (**increased**) (~~decreased~~)	$ 322,430.32
New Contract Price including this Change Order	$ 5,256,862.64

CHANGE TO CONTRACT TIME

Contract Time will be

(**increased**) (~~decreased~~)	Ten (10) (Working Days)
Date for Completion of all Work	10/28/2026 (Date)

APPROVED

Owner	**Contractor**
WEST VALLEY WATER DISTRICT	**KIRTLEY CONSTRUCTION, INC. DBA TK CONSTRUCTION**
By _____ **John Thiel, General Manager**	**By** _____ **David King, Vice President**
By _____ **Linda Jadeski, Assist. General Mgr.**	

BOARD APPROVED: 4/2/2026

CONTRACT CHANGE ORDER NO. 02

Exhibit A

Supporting Documents

Capital Improvements Project
Contract Price Adjustments
BLOOMINGTON ALLEYWAY
WATERLINE REPLACEMENT

PROJECT NO.:	W25037
CONTRACTOR:	TK Construction

Construction Contract (less #51):	**$**	**4,809,432.32**
Bid Item #51 Allowance Amount:	$	50,000.00
Construction Contract:	$	4,859,432.32

BID #	COR #	DATE APP'D	DESCRIPTION		AMOUNT	EXTRA DAYS
6			Furnish & Install 8" RSGV (Flanged)	$	(2,600.00)	
7			Furnish and Install 12" Butterfly Valve	$	(10,400.00)	
8			Furnish and Install 24" Butterfly Valve	$	(23,800.00)	
20			Furnish & Install 12" Blind Flange	$	(600.00)	
21			Furnish & Install 24" Blind Flange	$	(1,400.00)	
23			Furnish &Install 24" X 12" Cross (Flg'd)	$	(8,600.00)	
24			Furnish & Install 12" X 10" Reducer (Flg'd)	$	(1,200.00)	
25			Furnish & Install 12" X 12" X 8" Tee (Flg'd) With Thrust Block per WVWD Std Dwg W-3	$	(7,500.00)	
CCO 01.1		**3/10/2026**	**Bid Quantities Adjusted to Delete Valve Manifold at Station 10+13.49**	**$**	**(56,100.00)**	**0.00**
51			Expend Bid Allowance	$	(36,241.21)	
	04.2	3/9/2026	Additional work to furnish and install custom 24" CML&C 45-deg vertical offset fitting for siphon near STA 37+00	$	91,506.00	4.0
	05.1	3/9/2026	Additional work to furnish and install 8" CML&C 45-deg vertical offset fitting for over crossing near STA 37+25	$	75,835.21	4.0
CCO 01.2		**3/10/2026**	**Additional Work Necessary for Storm Drain Utility Conflicts as shown on Delta 2 plans**	**$**	**131,100.00**	**8.00**
			CCO1 Subtotal Adjustments	**$**	**75,000.00**	**8 days**
51			Expend Bid Allowance	$	(13,758.79)	
8	06		Furnish and Install 24" Butterfly Valve	$	(11,900.00)	
10	12.1		6" Blow-Off per WVWD Std Dwg W-6B (qty 2)	$	26,106.00	
13	01		Furnish & Install 2" Air/Vac Per District Std. Dwg. W-6A	$	(30,800.00)	
30	01.1		Furnish & Install Guard Posts Per District Std. Dwg. W-12 (qty 4)	$	2,000.00	
	01.2	3/5/2026	4" Air Valve per WVWD Std Dwg W-7B (qty 5)	$	108,231.60	2.0
	03	2/25/2026	Material Only Fee: 2" AV/AR	$	17,532.11	
27	05		8" CML&C 45-deg vertical offset fitting (qty 2)	$	11,200.00	
28	04		24" CML&C 45-deg vertical offset fitting (qty 2)	$	21,600.00	
	06	2/25/2026	Restock Fee: 24" BFV	$	3,972.76	
	07		Install Slurry Backfill for Utility Conflict (~3cy)	$	18,409.78	
	10.1	3/9/2026	Additional work to install 24" CML&C at deeper elevation	$	30,849.65	
	12.1	3/9/2026	Additional work to install 6" Blow-Off per WVWD Std Dwg W-6B at deeper elevation	$	15,686.79	2.0
	13.2	3/11/2026	Furnish and Install custom 24" CML&C 22-deg vertical offset fitting (qty 2)	$	29,108.20	2.0
CCO 02.1		**pending**	**Additional appurtenances and fittings as shown on Delta 2 plans**	**$**	**228,238.10**	**6.00**

Capital Improvements Project
Contract Price Adjustments
BLOOMINGTON ALLEYWAY
WATERLINE REPLACEMENT

PROJECT NO.:	W25037
CONTRACTOR:	TK Construction

Construction Contract (less #51):	**$**	**4,809,432.32**
Bid Item #51 Allowance Amount:	$	50,000.00
Construction Contract:	$	4,859,432.32

BID #	COR #	DATE APP'D	DESCRIPTION	AMOUNT	EXTRA DAYS
14	15		Furnish and Install 1" Water Service Lateral, Including the Connection to Existing or Proposed Water Meter and Meter Box per WVWD Std. Dwg. W-4 (18509 8TH & 11700 Maple)	$ (7,000.00)	
14	15		Furnish and Install 1" Water Service Lateral, Including the Connection to Existing or Proposed Water Meter and Meter Box per WVWD Std. Dwg. W-4 (18615 8TH)	$ 3,500.00	
16	15		Furnish & Install 5/8" meter per Std Dwg W-4 and Service Connection To Hose Bibb…from the waterline to the connection to the house with a shutoff valve ... (18509 8TH & 11700 Maple)	$ (5,200.00)	
16	15		Furnish & Install 5/8" meter per Std Dwg W-4 and Service Connection To Hose Bibb…from the waterline to the connection to the house with a shutoff valve ... (18615 8TH)	$ 2,600.00	
17	15		Furnish & Install 3/4" meter per Std Dwg W-4 and Service Connection To Hose Bibb ... from the waterline to the connection to the house with a shutoff valve ...(11660 Maple)	$ (2,700.00)	
	08	3/2/2026	Install PRV for House Connections	$ 11,396.66	
	09		Public Outreach	$ 3,995.56	
47	11		Extended Service Line Reconnection … to Rear of the Home…	$ 57,600.00	
	11		Modification to Service Line Connections NTE	$ 30,000.00	
CCO 02.2		**pending**	**Additional work for connection to existing house supply lines**	**$ 94,192.22**	**0.00**
CCO 02.3			**Rain Delays**		**4.00**
			CCO2 Subtotal Adjustments	**$ 322,430.32**	**10 days**
			Total Adjustments:	$ 397,430.32	18 days
			New Contract Price:	$ 4,934,432.32	8.2%

The contract amount is hereby adjusted as described above. A change order will be issued to reflect new contract price.

Impact Analysis

Cost:

- ☐ No Change
- ☑ Increase ($): $561,130.32
- ☑ Deduction ($): ($163,700.00)

Board Approval Req'd

YES

Reviewed By:	Natalie Ávila
Signature:	

STAFF REPORT

DATE: April 16, 2026

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Task Orders with Albert A. Webb Associates for the Bloomington Alleyway Water Main Replacement Projects - Phase 3B (W25036) and Phase 3C (W25037)

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; Objective 1A - Increase System Capacity for Anticipated Growth

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices; Objective 5A - Increase Operational Efficiency, Resiliency, and Reliability

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 03.26.2026

BACKGROUND:

West Valley Water District (District) Board of Directors authorized the professional services agreement (PSA) with Albert A. Webb Associates (Webb) for the design of the Zone 2 Waterline and Service Relocation in the Bloomington Area, Phase 3 Project (Project). Task Order No. 1 consisted of the design to install a new 8-inch (8") water distribution pipeline, 24-inch (24") cement-lined, mortar-coated, fully welded steel transmission pipeline within the public right-of-way connecting to an existing 24" transmission main at Cedar Avenue and 8th Street, and reconnect services with new piping from the main to the front of the properties within the area.

Recently, an updated PSA for the Project was executed with Webb to update the plans and specifications to divide the remaining Phase 3 project bid package into subsequent subphases. Task Order No. 1 for Phase 3B Project (3B Project) and programmed in the Capital Improvement Program (CIP) as W25036. Task Order No. 2 for Phase 3C Project (3C Project) and programmed in the CIP as W25037.

Task Order No. 3 with Webb was approved for the 3C Project, to provide engineering services during construction including project management responsibilities of the Engineer of Record such as responding to requests for information from the Contractor and providing design intent responses.

The 3B Project received appropriation funding through the Environmental Protection Agency's Community Grants program. Staff initiated the application process with EPA which included the National Environmental Policy Act (NEPA) review, Section 106 of the National Historic Preservation Act (NHPA) evaluation, and the preparation of a work plan that included providing the design bid package.

DISCUSSION:

In August 2025, the District received comments on the bid package from the EPA to include funding requirements. Federal funding requirements such as the Davis-Bacon Act, American Iron and Steel (AIS), and Buy American Build America (BABA) provisions are necessary to be incorporated into the specifications to adhere to procurement under the grant program. On October 28, 2025, a utility pothole report was provided to the District by the contractor performing construction of the 3C Project. The report confirmed an 84" storm drain had been recently installed by the County of San Bernardino Department of Public Works that was not identified on the plans and in conflict with 3C Project. Webb issued a delta revision to cross over the utility conflicts to resolve the 3C Project, however, the 3B Project design will now need to be updated. Webb provided a cost proposal for the realignment design plan and to update specifications to incorporate the federal requirements for the 3B Project in their proposal attached as **Exhibit A**, for a total amount of $10,486.

Currently District staff is performing construction inspections services on the 3C project. It is anticipated, that in July the District staff currently performing inspection will require an extended leave. Staff requested that Webb, provide a proposal to provide as-needed inspection services for the 3C Project. These services will support the District by augmenting staff to the completion of the project, if it is required. Webb has included these services in their proposal, attached as **Exhibit B**, for a time and materials costs of $163,080.

FISCAL IMPACT:

The projects are included in the five-year funding schedule for the Fiscal Year 2025/26 CIP Budget under Project Nos. W25036 and W25037. Project No. W25036 (Phase 3B) has insufficient funds for this fiscal year and will require a transfer of $5,000 from the current fiscal years budget of Project No. W25037 (Phase 3C).

The recommended activities described in this staff report include consultant design services task order of $10,486 and the inspection services task order of $163,080, which are both within the respective adjusted total CIP budgets.

REQUESTED ACTION:

Staff recommends the Board of Directors to:

1. Authorize the transfer of funds in the amount of $5,000 from CIP Project No. W25037 Budget to the CIP Project No. W25036 Budget;
2. Approve a New Task Order with Albert A. Webb Associates for CIP Project No. W25036 in the amount of $10,486 for engineering design updates for the project;
3. Approve a New Task Order with Albert A. Webb Associates for CIP Project No. W25037 in the amount of $163,080 for as-needed inspection services during construction for the project;
4. Authorize the General Manager to execute all necessary documents.

Attachments

EXHIBIT A - Albert A. Webb and Associates Task Order No. 4 for Design Services (25036).pdf

EXHIBIT B - Albert A. Webb and Associates Task Order No. 5 for Inspection Services (W25037).pdf

EXHIBIT A

TASK ORDER NO. 4

Bloomington Alleyway Water Main Improvement Project Phase 3B (W25036) – Budget Amendment Request No. 2

This Task Order ("Task Order") is executed this ___ day of _____, 2026 by and between West Valley Water District, a public agency of the State of California ("District") and Albert A. Webb Associates ("Consultant").

RECITALS

A. On or about **February 20, 2025,** District and Consultant executed that certain Agreement for Professional Services ("Agreement").

B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services provided by Consultant.

C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Subject to any limitations in the Agreement and this Task Order, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.

3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[***SIGNATURES APPEAR ON FOLLOWING PAGE***]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

By _____
John Thiel, General Manager

CONSULTANT:

ALBERT A. WEBB ASSOCIATES

By_____

Name_____

Its_____

EXHIBIT "1"

TO

TASK ORDER NO. 4

SCOPE OF SERVICES

The purpose of the scope of services is outlined in the attached proposal dated February 11, 2026, which states the tasks that are necessary to update phasing packages for this project. The bid package has been reviewed by West Valley Water District and was ready to be signed. Due to the location of the newly constructed 84-inch Dia. storm drain and revisions to specifications associated with EPA requirements for federal funding, WEBB has revised the proposed pipeline alignment and profile along Linden Avenue and updated the project specifications to reflect these requirements. The associated cross and appurtenances at Linden Avenue are revised as well due to the change of alignment. This request is prepared to account for the additional effort required of WEBB resulting from these changes.

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office
41-990 Cook St., Bldg. I-801B
Palm Desert, CA 92211
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
951.686.1070

WO 2025-0088

Feb 19, 2026

Ms. Natalie Avila, EIT
WEST VALLEY WATER DISTRICT (DISTRICT)
855 W. Base Line Road
P.O. Box 920, Rialto, CA 92377

RE: Bloomington Alleyway Water Main Improvement Project Phase IIIB (W-25036) – Budget Amendment Request No. 2 (BAR #2)

Dear Ms. Avila:

Albert A. WEBB Associates (WEBB) is under contract with WVWD to update phasing packages for the above project. The bid package has been reviewed by the District and was ready to be signed. Due to the location of the newly constructed 84-inch Dia. storm drain and revisions to specifications associated with EPA requirements for federal funding, WEBB has revised the proposed pipeline alignment and profile along Linden Avenue and updated the project specifications to reflect these requirements. The associated cross and appurtenances at Linden Avenue are revised as well due to the change of alignment. This request is prepared to account for the additional effort required of WEBB resulting from these changes.

If you find this proposal acceptable, please notify our office so a contract amendment can be prepared. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-248-4269.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Elizabeth Xiong, PE
Senior Engineer

Cc: Rocky Welborn, WVWD
Bruce A. Davis, WEBB
Siming Zhang, WEBB

Scope of Additional Services	Fee
Task A – Bloomington Alleyway Phase IIIB Specification Updates • To support federal funding eligibility, WEBB revised the project specifications to incorporate applicable EPA-related requirements. These revisions represent additional effort beyond the originally anticipated scope.	$2,194
Task B – Pipeline Alignment and Profile Revision on Linden Avenue • Review record information and as-built data for the newly constructed 84-inch storm drain within the project limits. • Revise the proposed waterline horizontal alignment and vertical profile to avoid conflicts with the newly constructed storm drain.	$6,707
Task C – Meeting and Coordination • Coordinate with District staff and respond to review comments related to the revised alignment, profile, and specifications.	$1,585
SUBTOTAL	$10,486

Fees are estimates and may be used interchangeably as needed but not to exceed. Any additional services requested outside this scope will be provided under separate contracts for additional fees.

This proposal and budget are valid for 60 days from the date of the proposal.

EXHIBIT "2"

TO

TASK ORDER NO. 4

COMPENSATION

Task	Description	Cost
A	Bloomington Alleyway Phase IIIB Specification Updates	$2,194.00
B	Pipeline Alignment and Profile Revision on Linden Avenue	$6,707.00
C	Meeting and Coordination	$1,585.00
	Grand Total	**$10,486.00**

EXHIBIT "3"

TO

TASK ORDER NO. 4

SCHEDULE

Schedule to be determined by District staff.

EXHIBIT B

TASK ORDER NO. 5

Contract Amendment Request for Inspection Services for Bloomington Area Waterline Replacement Project Phase 3C

This Task Order ("Task Order") is executed this ___ day of _____, 2026 by and between West Valley Water District, a public agency of the State of California ("District") and Albert A. Webb Associates ("Consultant").

RECITALS

A. On or about **February 20, 2025,** District and Consultant executed that certain Agreement for Professional Services ("Agreement").

B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services provided by Consultant.

C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Subject to any limitations in the Agreement and this Task Order, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.

3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[***SIGNATURES APPEAR ON FOLLOWING PAGE***]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

By _____
Kelvin Moore, President

By _____
John Thiel, General Manager

CONSULTANT:

ALBERT A. WEBB ASSOCIATES

By_____

Name_____

Its_____

EXHIBIT “1”

TO

TASK ORDER NO. 5

SCOPE OF SERVICES

The purpose of the scope of services is outlined in the attached proposal dated February 18, 2026, which states the tasks that are necessary for inspection services related to the subject project.

20250140

February 18, 2026

Natalie Avila
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

RE: Contract Amendment Request for Inspection Services for Bloomington Area Waterline Replacement Project Phase 3C

Dear Ms. Avila:

Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for inspection services related to the subject project. Enclosed you will find our Scope of Work (Section 1) and Compensation for Services (Section 2) for your review and consideration.

If you find this contract amendment acceptable, please sign and return to our office. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please call us at the number below.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Reed Chilton, P.E
Director of Construction Management and Inspection

Contract Amendment Accepted and Agreed to:
By: West Valley Water District

Signed: _____

Printed Name: _____

Date: _____

Section 1 Scope of Work

Albert A. WEBB Associates (WEBB) will perform the following Scope of Services for the project.

Additional construction inspection services per the District's request to provide a full-time inspector for 26 weeks. We have included full-time inspection for an additional 130 working days.

Additional Services

1.1 Inspection

- Review the project specifications, special provisions, and bid documents.
- Conduct field reviews to identify existing conditions and document with digital images and video.
- Provide Construction Inspection to monitor materials and methods for compliance with plans, specifications, and contract documents. Address and document nonconforming items as they are identified.
- Maintain daily reports regarding construction activity, including progress, weather conditions, significant events which may affect the progress of the work and photographs.
- Provide measurements and calculation sheets for each bid item of construction for progress payments.
- Verify all tests are satisfactorily conducted and passed.
- Review Contractor performance throughout the day and discuss discrepancies with the Contractor as they occur.
- Maintain field files during construction, including a cumulative record of quantities constructed, daily reports, working day reports, change order documentation and digital images.
- If inspection is scheduled, but not needed, a 4-hour minimum will be charged to the Contractor. Also, overtime inspection charges will be charged to the Contractor.
- Review Contractors As-Builts and Confirm Completeness.

Section 2 Compensation for Services

Work shall be billed on a “Time and Materials” basis not to exceed the amount indicated below without prior authorization from the Client. Total fees for services shown in the Scope of Work (Section 2) shall be **$163,080**. Charges for services will be billed monthly on a percent complete basis with the exception of those services noted as “Time and Materials” (T&M). These services will be billed on a “Time and Materials” basis in accordance with our attached schedule of fees. A breakdown of our fees is listed below:

EXHIBIT "2"

TO

TASK ORDER NO. 5

COMPENSATION

	Description	Cost
	Construction Inspection – see attached schedule of fees	$163,080.00
	Grand Total	**$163,080.00**

Additional Services

Construction Inspection (assume 8 hours per day for 26 weeks)	$163,080
Schedule 2023 = $152/hr & $0.81/mile *Approx. 23 miles from office to jobsite x 2 = 46 miles/day* *46 miles x 5 days a week x 26 weeks x 0.81 = $4,843.80 – used $5,000*	
TOTAL	**$163,080**

This proposal and budget are valid for 60 days from date of proposal.

Overtime inspection is not included in this proposal, but our inspector will be available for overtime hours if required by the Contractor. Overtime inspection will be billed at 1.5 times the standard billing rate. We assume that if overtime inspection is required, the anticipated budget will be exceeded. We would prepare a budget amendment request for the additional inspection hours.

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on project may cease and interest of 1.5% per month shall be charged on unpaid balances.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination of other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees in addition to the amounts shown above. Checking and/or filing fees are not included in this contract, and shall be paid by the client directly to the appropriate governmental agency.

Section 3 Contract Summary

The original contract amount and additional requests are summarized below for reference.

Document	Authorized	Pending Authorization	Revised Total Project Budget
Original Contract Dated 7/17/2025	$145,600		$145,600
Contract Amendment #1 Construction Inspection		$163,080	$163,080
TOTAL	**$145,600**	**163,080**	**$308,680**

EXHIBIT "3"

TO

TASK ORDER NO. 5

SCHEDULE

Schedule to be determined by District staff.

STAFF REPORT

DATE: April 16, 2026

TO: Board of Directors

FROM: Jose Velasquez, Chief Financial Officer

SUBJECT: Board Resolution - Intention to Issue Tax-Exempt Obligations

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STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship; Objective 6C - Prioritize Long-Term Financial Stability; Objective 6D - Maintain a Data Driven Approach and Financial-Based Decision-Making

MEETING HISTORY:

Finance Committee - 04.13.2026

BACKGROUND:

The District is currently undertaking its capital improvement program on a pay-as-you-go basis, and the costs thereof are being paid by the District from its water system operations fund.

The District may elect to finance certain portions of its current capital improvement program, including the acquisition of land and construction of a new administrative headquarters and/or corporate operations building and yard, from tax-exempt obligations. Federal tax law allows the District to reimburse itself from the proceeds of tax-exempt obligations for capital costs that the District pays prior to the issuance of such tax-exempt obligations. In order to reimburse itself, the Board of Directors must adopt a resolution stating its intent to reimburse itself should tax-exempt obligations be issued.

DISCUSSION:

Kutak Rock LLP, the District's bond counsel, has prepared a resolution (**Exhibit A**) permitting reimbursement of not to exceed $50,000,000 for costs related to the current capital improvement program which are incurred before tax-exempt obligations, if any, are incurred. Costs that are eligible for reimbursement must have been paid no more than 60 days before the adoption of the resolution, and the reimbursement must occur within three years after the eligible costs are paid. The foregoing limitations do not apply to "soft" costs such as preliminary studies and reports.

Adoption of the reimbursement Resolution will allow for reimbursement of acquisition- and construction-related costs incurred by the water system operations fund, which will replenish funds available for ongoing maintenance and operations.

The reimbursement Resolution also includes authority for authorized officers of the District to enter into an engagement letter (**Exhibit B**) with Kutak Rock LLP under which Kutak Rock LLP will serve as bond and disclosure counsel to the District in connection with the bond financing. Kutak Rock LLP's fees will be fully contingent on the issuance of bonds and are proposed at not to exceed $75,000 for a publicly sold issuance, which requires a bond disclosure and a credit rating, or not to exceed $45,000 for a privately sold issuance.

FISCAL IMPACT:

There is no fiscal impact for adopting Resolution No. 2026-08 of Board of Directors of the West Valley Water District Regarding Intention to Issue Tax-Exempt Obligations.

REQUESTED ACTION:

Staff recommends that the Board of Directors:

1. Adopt Resolution No. 2026-08 Regarding Intention to Issue Tax-Exempt Obligations

Attachments

Resolution 2026-08 and Exhibit A.pdf
Exhibit B - Engagement Letter - Kutak Rock - 2026 Bonds.pdf

RESOLUTION NO. 2026-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT REGARDING INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS

WHEREAS, the West Valley Water District (the "District") is a County Water District formed under the County Water District Law set forth in Water Code Section 30000 *et seq*.; and

WHEREAS, the District is authorized to acquire, construct and install property which is necessary for its operation; and

WHEREAS, the District desires to finance the costs of acquiring, constructing and installing certain capital improvements, as provided in Exhibit A attached hereto and incorporated herein (the "Project"); and

WHEREAS, the District intends to finance the acquisition, construction and installation of the Project or portions of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, the District desires to pay certain costs with respect to the Project prior to the issuance of the Obligations from available moneys of the District and to reimburse itself for such costs from a portion of the proceeds of the sale of the Obligations; and

WHEREAS, the District desires to retain the services of Kutak Rock LLP to serve as bond counsel in connection with the issuance of the Obligations.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are true and correct.

SECTION 2. Intention to Reimburse. The District reasonably expects, and hereby states its intention, to reimburse itself for Project costs incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A describes either the general character, type, purpose and function of the Project or the fund or account from which Project costs are to be paid and the general functional purpose of the fund or account.

SECTION 3. Reimbursement Amount. The reasonably expected maximum principal amount of the Obligations that is anticipated to be used for such reimbursement is $50,000,000.

SECTION 4. Timing of Adoption of Resolution. Except as described in Section 8 below, this resolution is being adopted not later than 60 days after the payment of the original expenditures (the "Expenditures Date or Dates").

SECTION 5. Timing of Issuance of Obligations. Except as described in Section 8 below, the expected date of issue of the Obligations will be within 18 months of the later of: (a) the Expenditure Date or Dates; or (b) the date that the Project is placed in service; provided that the reimbursement may not be made more than three years after the Expenditure Date or Dates.

SECTION 6. No Expectation to Pay Debt Service. Proceeds of the Obligations to be used to reimburse the District for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the District (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the District or any entity related in any manner to the District, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

SECTION 7. No Other Moneys. This resolution is consistent with the budgetary and financial circumstances of the District as of the date hereof. No moneys from sources other than the Obligations are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the District (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this Board of Directors is not aware of the previous adoption of official intents by the District that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 8. Exceptions. The limitations described in Sections 4 and 5 above do not apply to: (a) costs of issuance of the Obligations; (b) an amount not in excess of the lesser of $100,000 or five percent (5%) of the proceeds of the Obligations; or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

SECTION 9. Official Action. This resolution is adopted as official action of the District in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of District expenditures incurred prior to the date of issue of the Obligations, is part of the District's official proceedings, and will be available for inspection by the general public at the main administrative office of the District.

SECTION 10. Retention of Bond Counsel. The District retains Kutak Rock LLP, as bond and disclosure counsel, in connection with the proposed issuance of the Obligations. The President and Vice President of the Board of Directors and the General Manager, Assistant General Manager and Chief Financial Officer of the District are hereby authorized to enter into an agreement with Kutak Rock LLP in substantially the form on file with the District. Payment of fees and expenses with respect to such agreement shall be contingent upon the issuance of the Obligations.

SECTION 11. Effectiveness. This resolution shall take effect immediately.

PASSED, APPROVED AND ADOPTED this ____ day of April, 2026.

_____
KELVIN MOORE
President
Board of Directors
West Valley Water District

ATTEST:

_____
KARA JOHNSON
Acting Board Secretary

CERTIFICATION

I, Kara Johnson, Acting Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution No. 2026-08 was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on April ___, 2026, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

Dated:

_____
KARA JOHNSON
Acting Board Secretary

EXHIBIT A

DESCRIPTION OF PROJECT

Acquisition of land for site of District administrative headquarters with supporting facilities, demonstration garden and public outreach space, corporate operations yard and building, warehouse, fleet storage and parking, along with associated appurtenances.

All work and services required to design and construct new District administrative headquarters with supporting facilities, demonstration garden and public outreach space, corporate operations yard and building, warehouse, fleet storage and parking, along with required on and offsite improvements, above and underground utilities and associated appurtenances.

Improvements to Oliver P. Roemer Water Filtration Facility.

Other miscellaneous water system capital improvements.

EXHIBIT B

KUTAKROCK

Kutak Rock LLP
5 Park Plaza, Suite 1500, Irvine, California 92614-8595
office 949.417.0999

Cyrus Torabi
949.417.0999
cyrus.torabi@kutakrock.com

March 2, 2026

VIA EMAIL

West Valley Water District
Attention: Jose Velasquez, Chief Financial Officer
855 West Base Line Road
Rialto, California 92377
jvelasquez@wvwd.org

Re: Agreement for Legal Services – 2026 Bonds

Dear Jose,

Thank you for the opportunity to provide legal services (the "**Legal Services**") to West Valley Water District (the "**District**"). The Legal Services to which this letter (this "**Letter**") relates consist of bond and disclosure counsel services in connection with the District's possible issuance of bonds to finance a new administrative headquarters and/or operations yard and building and to refinance the District's 2016 bond issuance to the extent that debt service savings can be achieved thereby (the "**Bonds**").

The purpose of this Letter is to describe the terms and conditions on which the District has engaged Kutak Rock LLP (the "**Firm**") to provide the Legal Services. This Letter does not engage the Firm to represent the District with respect to any matters which are not specifically described herein. The District agrees that the Firm is not acting as the District's General Counsel and agrees not to identify the Firm as the District's General Counsel or outside General Counsel in any manner. Because of the limited scope of our engagement, we may not be aware of all legal and business issues related to the District or any of its affiliated entities. The District acknowledges that the Firm is acting as its legal counsel only with respect to the scope of the Legal Services described herein, and the District is not relying on the Firm for accounting, financial or related advice.

1. **Services to be Provided by Firm**. As set forth in greater detail in Exhibit A, the Firm will: (i) advise the District with respect to the legal structuring options for the Bonds; (ii) if needed, establish a counterpart entity such as a financing corporation or joint powers authority to assist the District in the issuance of the Bonds; (iii) prepare resolutions of the District and any counterpart entity approving the Bonds and the Bond documents and assist in the preparation of related staff reports; (iv) draft all legal and disclosure documents related to the Bonds; (v) undertake a tax analysis and prepare tax documents to the extent that the Bonds can be issued on

a tax-exempt basis; and (v) prepare closing documents and deliver opinions as to the validity and tax-exempt nature of the Bonds.

2. **Entity Representation**. The Firm is being engaged by the District to provide advice to the District, as an entity, in connection with the Legal Services. While the Firm may be meeting and interacting with the District's Board of Directors, senior administrative staff, managers, employees, District financial consultants and other representatives of the District during the course of the provision of Legal Services, the Firm is not acting as legal counsel to any of these persons in their individual capacities in connection with the Legal Services or otherwise. The Firm encourages these individuals to seek separate legal counsel if necessary or relevant.

3. **Cooperation by District; Communications**. The District agrees to cooperate with the Firm as necessary to allow the Firm to provide competent legal representation with respect to the Legal Services. Among other things, the District agrees to provide the Firm with all documents and other relevant and material information needed by the Firm to provide the Legal Services. While the Firm will provide the District with the Firm's recommendations as to courses of action available to the District, the District retains the right to make the final decision with respect to any issue about which the Firm provides the Legal Services.

We understand that the Firm is to report to and take direction from Mr. Jose Velasquez, the District's Chief Financial Officer, and other individuals reporting to Mr. Velasquez, for this engagement. If you prefer that the Firm report to another person or persons, please let us know.

Unless we hear differently from you, the Firm may communicate with you and other representatives of the District by electronic mail, mobile phone or similar electronic devices. You and other representatives of the District are welcome to communicate with us by electronic mail or mobile phone or such similar electronic devices. Please remember that these forms of communication may not be secure and that you should avoid sending sensitive or confidential communications in this way unless they are encrypted adequately. The District's privacy and confidentiality are important to the Firm, but we cannot guarantee the privacy or confidentiality of any information sent by you or other representatives of the District by means of these forms of communication.

4. **Kutak Rock Team**. Our goal is to provide the District with high-quality legal services in a timely and cost-efficient manner. Cyrus Torabi, as a partner in the Firm's Public Finance practice, will be the primary contact for the Legal Services. Mr. Torabi will be assisted by Mr. Albert R. Reyes, a partner in the Firm's Public Finance practice, by Mr. Matthias Edrich, a partner in the Firm's Public Finance Tax practice and by one or more other partners, associates, lawyers and paralegals, as necessary. Each member of the Firm's team will strive to make themselves available on a timely basis to answer questions and discuss issues pertaining to the Legal Services, in a manner that aims to reduce legal time and costs to the District.

5. **Fee Arrangement**. The District agrees to pay the Firm an all-inclusive and fully contingent fixed fee for the legal services performed by the Firm in connection with this engagement. In the event of a public issuance of Bonds, such fee shall be **$75,000**. In the event of a private placement of Bonds, such fee shall be **$45,000**. The Firm's fee will be *fully contingent on the successful issuance of Bonds* and, if the Bonds are not issued, the Firm will not be owed a fee unless otherwise agreed to by the District.

The Firm normally records time in one-tenth of an hour (six-minute) intervals for actual time spent on a matter, including, if appropriate, required travel time. The hourly billing rate for Messrs. Torabi and Reyes is $580 per hour and the hourly billing rate for Mr. Edrich is $840 per hour. In addition, other attorneys and paralegals may be involved in the Legal Services, and their time will be billed at their standard hourly rates, which range from $265 - $445 for associates and $175 - $275 for paralegals. These standard billing rates are subject to periodic adjustment, and such adjustments may occur during the course of our representation, including as of January 1, 2027. We will notify you in writing of any change in applicable billing rates that occur during the course of the Firm's engagement for this matter.

6. **No Retainer**. We will not require a retainer from the District for this engagement, although should the nature or scope of our engagement change, we reserve the right to request a retainer.

7. **Costs, Expenses and Disbursements**. The Firm would not expect to be reimbursed by the District for costs, expenses and disbursements that the Firm incurs in connection with our engagement for the Legal Services. We reserve the right to require the District to pay directly any significant expenses, such as filing and registration fees.

8. **Billing and Payment**. We will bill for our services upon the issuance of the Bonds and the delivery of our closing opinion. Fees may be paid by check or wire transfer pursuant to the instructions set forth on our invoices. Please feel free to contact me directly if you have questions about any of our statements or would like to know the amount of fees and disbursements that have been recorded on our accounting system but not yet billed.

9. **Concurrent Representation**. Because of the nature and scope of the Firm's legal practice, we are, from time to time, asked to concurrently represent one client in a particular case or matter and another client in a different matter. If, in our professional judgment, the representation of one client will not be directly adverse to the representation of another client, we can undertake the concurrent representation without any effect on the other responsibilities we have to either client. The Firm also represents clients in competing or similar businesses. You acknowledge that you do not consider such concurrent representation, in unrelated matters where the interests of the clients are not directly adverse, to be inappropriate. In addition, because we represent many other clients throughout the United States of America, we cannot institute litigation against these clients. If representation of the District's interests in connection with the Legal

Services would require such action, we reserve the right to either withdraw from representation of the District or, after consultation with you, refer that particular litigation matter to other counsel to handle.

10. **Subpoena, Depositions and Related Matters**. If we are required to respond to a subpoena of our records relating to services we have performed for the District in connection with the Legal Services, or to testify by deposition or otherwise concerning such services, we will first consult with you as to whether you wish to supply the information demanded or assert the District's attorney-client privilege to the extent that the District may properly do so. The District agrees to reimburse us for our time and expenses incurred in analyzing and responding to any such demand, including review of records, appearing at depositions or hearings and otherwise litigating issues raised by the request.

11. **Discharge and Withdrawal**. The District may terminate our engagement as its legal counsel in connection with the Legal Services by notifying the Firm thereof in writing. Similarly, the Firm may withdraw as legal counsel to the District in connection with the Legal Services and terminate this engagement by notifying you thereof in writing. In either event, the District will be required to pay all of the Firm's fees for services rendered and expenses incurred through the date of termination. All fees and expenses will be due and payable on the date of termination, with late charges, if any.

12. **Document Retention**. If, upon termination or completion of the Legal Services, the District wishes to have its documents in our possession delivered to the District, please advise us. Otherwise, all such documents will be stored for a reasonable amount of time and will thereafter be destroyed in accordance with our established document retention policy.

13. **Completion of Matter**. After completion of the Legal Services or earlier termination of our representation of the District in connection with such Legal Services, we will not continue to review matters or update the District concerning legal developments, such as changes in applicable laws or regulations, that may be relevant to the Legal Services unless you specifically request in writing that we do so. If you do ask us to review a specific matter on which we have previously worked, we will consider that a new representation.

14. **No Guarantee**. We will perform our professional services for the District to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work in connection with the Legal Services.

15. **Entire Agreement; Amendment**. This Letter contains the entire agreement between the District and the Firm regarding the professional legal representation described herein. Except for the periodic fee adjustments described herein, the agreements in this Letter may be amended only in writing signed by the District and the Firm.

16. **No Third-Party Beneficiaries**. This Letter is an agreement between the District and the Firm, and neither this Letter nor the performance of the terms hereof create any rights in any other person. There are no third-party beneficiaries to this Letter.

17. **Applicable Law**. This Letter will be construed, interpreted and governed by the laws of the State of California without regard to the principles of conflicts of law.

If this Letter correctly sets forth the terms of our engagement and is acceptable to the District, please have an authorized signatory of the District sign on the lines provided for their signature and return it to this office. You may deliver a countersigned copy of this Letter by email or other means of electronic transmission.

We look forward to working with you to provide the Legal Services. Throughout our representation, we want you and the District to be satisfied with the professional services we perform on the District's behalf. Accordingly, we invite your inquiry if you have any questions concerning any aspect of our representation.

Very truly yours,

KUTAK ROCK LLP
/s/ Cyrus Torabi
Cyrus Torabi, Partner

The agreements in the foregoing Letter, including Exhibit A, attached hereto, have been read and approved as of the date set forth below.

WEST VALLEY WATER DISTRICT

By: _____
Name: Jose Velasquez
Title: Chief Financial Officer

EXHIBIT A
TO ENGAGEMENT LETTER

KUTAK ROCK
LEGAL SERVICES

Advise District with respect to legal structuring options for the Bonds

If needed, establish a counterpart entity such as a financing corporation or joint powers authority to assist the District in the issuance of the Bonds

Prepare resolutions of the District and any counterpart entity approving the Bonds and the Bond documents

Attend District Board of Directors meetings at which the issuance of the Bonds is discussed and considered

Cooperate with District's financial consultants with respect to the legal and financing structure for the Bonds and participate in the process of obtaining a rating for the Bonds, if required for a public sale

Draft all legal and disclosure documents, including escrow and/or redemption instructions with respect to the refunding of the District's 2016 Bonds

Finalize the securities disclosure for the Bonds and make it available to investors

Prepare closing documents and deliver opinions as to the validity and tax-exempt nature of the Bonds

STAFF REPORT

DATE: April 16, 2026

TO: Board of Directors

FROM: Haydee Sainz, Human Resources & Risk Manager

SUBJECT: Board Resolution - Personnel Policies and Procedures

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STRATEGIC GOALS:

Strategic Goal 2 – Be an Exemplary Employer; Objective 2A - Attract and Retain High-Performing Employees; Objective 2B - Prioritize Staff Development, Career Opportunities, and Succession Planning

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices; Objective 5E - Define, Develop, and Implement Best Practices

MEETING HISTORY:

Human Resources Committee Meeting - March 11, 2026
Human Resources Committee Meeting - February 12, 2026
Policy Committee Meeting - August 14, 2025
Human Resources Committee Meeting - August 13, 2025
Policy Committee Meeting - July 10, 2025
Human Resources Committee Meeting - June 11, 2025

BACKGROUND:

The Personnel Policies and Procedures (“Personnel Rules”) serve as a guiding policy for the administration of staff and govern employee conduct in performing the District's business. The Personnel Rules were last updated and approved by the Board of Directors on May 20, 2021. As with other policies, the Personnel Rules need to be updated periodically to address changes in the law, best practices, and the District’s operations. Following a thorough review, staff have proposed amendments to several sections of the handbook Exhibit A (Summary of Proposed Changes to Rules and Regulations). Most of the changes in the chapters reflect changes to state law, updated practices, employee benefits and recommendations from the District's General Counsel's Office. If approved, the updated Personnel Policies and Procedures will become effective on April 16, 2026. Staff will continue monitoring legal developments in this area of public employee personnel management and present future amendments to the Personnel Rules as needed.

A comprehensive review of current policies was conducted by management and legal counsel to verify alignment with:

- Industry standards
- The Memorandum of Understanding (MOU)
- All applicable laws

This review aimed to improve clarity, update outdated provisions, and ensure consistency across all policies and procedures. Given the evolving legal landscape and the organization's commitment to best practices, the updated manual reflects critical updates to workplace policies, employee rights, and organizational responsibilities.

DISCUSSION:

The review process identified several key areas requiring updates:

- Legal Compliance: Incorporated changes in labor laws, workplace safety regulations, and anti-discrimination policies to ensure adherence to current statutes.
- Industry Best Practices: Refined policies to align with recognized HR standards, improving operational efficiency and employee engagement.
- MOU Considerations**:** Verified provisions remain consistent with agreements outlined in the Memorandum of Understanding.
- Union Involvement: The union has been actively involved in the discussion and review of the proposed changes. Finalizing these discussions will complete the meet and discuss requirement under the MOU.
- Process Enhancements: Clarified language and improved procedures to streamline HR workflows and reduce administrative burdens.

The updated Personnel Policies and Procedures Manual now reflects a modernized framework that supports the organization's strategic goals while upholding legal and ethical responsibilities. Exhibit A provides a summary of proposed changes to Policies and Procedures. The manual has gone through extensive review by staff and legal counsel. Staff has met the obligation of meet and discuss the International Union of Operating Engineers, Local 12.

FISCAL IMPACT:

The direct financial impacts associated with this update are the addition of 40 hours of Management Leave for four positions - Chief Water Systems Operator - Treatment, Chief Water Systems Operator - Distribution and Meters, Chief Water Systems Operator - Production, Water Quality Supervisor, and Senior Public Outreach and Government Affairs Representative. The total cost of this additional benefit is $14,520.

This was not a budgeted item in the Fiscal Year 2025/26 Budget. If approved by the Board of Directors, funds to cover the $14,520 would come from district reserves.

REQUESTED ACTION:

Staff recommends that the Board of Directors:

1. Adopt Resolution No. 2026-03 of the Board of Directors of the West Valley Water District Adopting Personnel Policies and Procedures and Superseding Prior Personnel Policies and Procedures.

Attachments

Resolution No. 2026-03 Personnel Policies and Procedures 2026.pdf
Exhibit A - Personnel Policies and Procedures Set.pdf
WVWD_ Personnel Policies and Procedures Handbook (REDLINED)-6.5.2025.pdf
Personnel Policies and Procedures - Table of Revisions.pdf
Personnel Policies and Procedures HR Committee review2026.pdf

RESOLUTION NO. 2026-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT ADOPTING PERSONNEL POLICIES AND PROCEDURES AND SUPERSEDING PRIOR PERSONNEL POLICIES AND PROCEDURES

WHEREAS, the West Valley Water District ("District") has the authority under Water Code Section 30000 et seq. to employ personnel to carry out the purposes of the District. In addition, the Board of Directors ("Board") has the authority to adopt Personnel Policies and Procedures to govern matters relating to District employment practices and personnel management. Said authority includes the right of the Board to adopt amended, revised and updated Personnel Policies and Procedures from time to time in its discretion;

WHEREAS, the most recent version of the Personnel Policies and Procedures went into effect on July 1, 2021; and

WHEREAS, the Board desires to adopt updated Personnel Policies and Procedures in order to incorporate: (1) changes in laws and regulations; and (2) best practices and changes in practices since the date of the last update in 2021.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Adoption of Personnel Policies and Procedures. The Personnel Policies and Procedures attached hereto as Exhibit "A" are hereby approved and adopted as the official personnel policies and procedures of the District, effective as of April 16, 2026.

SECTION 2. Superseding Prior Policies. Effective as of the date set forth above, the Personnel Policies and Procedures adopted by this Resolution shall supersede, replace, and otherwise control over the prior Personnel Policies and Procedures adopted in 2021.

SECTION 3. Authority to Implement and Administer. The General Manager, or his or her designee, is hereby authorized and directed to implement and administer the Personnel Policies and Procedures adopted by this Resolution, and to make non-substantive administrative, formatting, and clerical revisions as necessary, provided that any substantive amendments shall be subject to Board approval unless otherwise authorized by law or by Board direction.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held invalid or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

SECTION 6. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

PASSED, APPROVED AND ADOPTED this ____ day of April 2026.

BOARD OF DIRECTORS

_____
KELVIN MOORE
President
Board of Directors
West Valley Water District

ATTEST:

_____
KARA JOHNSON
Acting Board Secretary

CERTIFICATION

I, Kara Johnson, Acting Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution No. 2026-03 was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on April _____, 2026, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

Dated:

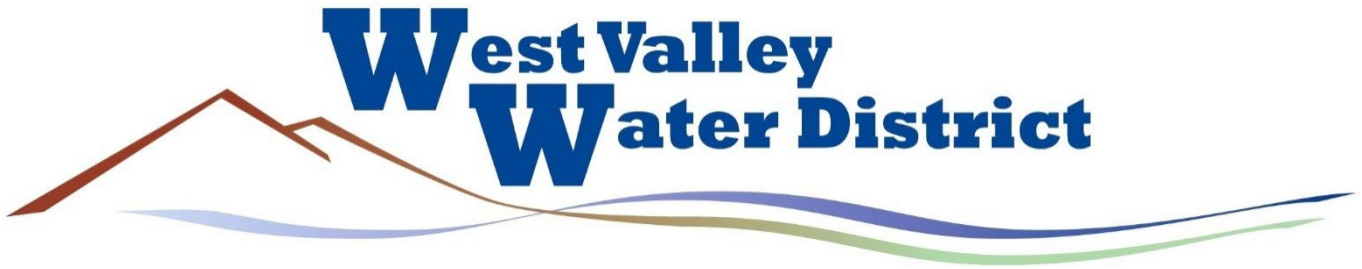
_____
Kara Johnson
Acting Board Secretary
West Valley Water District

EXHIBIT “A”

PERSONNEL POLICIES AND PROCEDURES
FOR
WEST VALLEY WATER DISTRICT

APPROVED BY DISTRICT ON April ___, 2026

“EXHIBIT A”



PERSONNEL POLICIES AND PROCEDURES

FOR

WEST VALLEY WATER DISTRICT

APPROVED BY DISTRICT ON April 16, 2026

I. Policy Objective:

The West Valley Water District (WVWD or the District) recognizes the importance of effectively managing employees and the contribution employees make to the success of the District, its commitment to best practice and its mission to provide high-quality and reliable water services in a sustainable manner, while being an exemplary employer.

This Personnel Policy is adopted in accordance with local, State, and Federal Laws and best practice. This Policy is intended to ensure that employees and management are provided with clear direction and expectations. These policies serve as a guidelines for achieving organizational goals, improving work culture, employee retention, talent development, and performance management.

II. Scope:

The District views its staff as its most important asset and resource, and the well-being and appropriate utilization of its staff is of critical importance. These policies and procedures are the rules and processes that govern employment and/or personnel related matters for the District (see disclosures). The Human Resources Manager is responsible for the maintenance and implementation of personnel policies. The Board is responsible for approving human resource policies. Human Resources shall provide and enforce such policies. The policies contained herein apply to all staff members of the District.

III. Policy Adoption and Review

This Policy shall be adopted by resolution of the Board of Directors and shall be reviewed biennially. Any amendments or modifications to this Policy require Board approval. Updates shall be provided by the Human Resources Manager to the Human Resources Committee and forwarded to the Board of Directors for approval as needed.

This document contains the Personnel Policies and Procedures for the West Valley Water District.

These policies and procedures are the rules and processes that govern all employment and/or personnel related matters for the District.

Unless the District has agreed to in a separate collective bargaining agreement, all employees of the District are bound by the policies and procedures contained in this document

WEST VALLEY WATER DISTRICT
PERSONNEL POLICIES & PROCEDURES
Revised on April 16, 2026

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SECTION 100 PERSONNEL POLICIES AND PROCEDURES DISCLOSURES

The Personnel Policies and Procedures contained in this document, in their entirety, shall be known and may be cited as the "Human Resources Policies & Procedures."

Any reference to policies contained within these Human Resources Policies & Procedures may be referred to as "Policies."

101 SEVERABILITY

If any section, subsection, sentence, clause, or phrase of these Personnel Policies & Practices Manual is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Manual.

102 DELEGATION OF AUTHORITY

The Board of Directors ("Board") of the West Valley Water District ("District") is the governing body of the District and has the authority to exercise the powers of the District except as otherwise provided in the Water Code and subject to these Human Resources Policies & Procedures. (Water Code Section 30576)

The Board employs the General Manager. (Water Code Section 30540) The General Manager shall: (a) have full charge and control of the maintenance, operation, and construction of the water system of the District; (b) have full power and authority to employ and discharge all employees; (c) prescribe the duties of employees; and (d) fix and alter the compensation of employees subject to approval by the Board. (Water Code Section 30580) The General Manager shall also: (a) perform other duties imposed by the Board; and (b) report to the Board in accordance with the rules and regulations it adopts. (Water Code Section 30581)

As part of the General Manager's authority to prescribe the duties of employees, the General Manager may delegate aspects of the General Manager's authority to other District personnel if the General Manager deems it in the interest of the District and its effective governance. The General Manager shall clearly outline the scope and limits of the delegation. The General Manager's delegation shall be directed to positions rather than specific individuals.

As an example of the General Manager's authority to prescribe the duties of employees, the General Manager hereby delegates the following matters to the District's Department Head for Human Resources: (a) ensuring the District complies with its policies and with federal, state, and local law with respect to employment and personnel matters; (b) overseeing the administration of personnel wages and workplace benefits; (c) receiving all workplace complaints and ensuring the District takes an appropriate course of action in compliance with District policies and applicable law; and (d) administering employee disciplinary (including termination) procedures and ensuring such procedures are executed in compliance with District policies and applicable law.

The General Manager is responsible for exercising his/her powers consistent with District policy and in compliance with applicable law. All District personnel are responsible for exercising their delegated powers in compliance with District policy and applicable law.

The General Manager shall keep the Board informed of all significant District matters through regularly scheduled meetings as well as any additional meetings or communications as necessary to keep the Board timely informed. The General Manager shall take direction from the Board (if the Board acts as a majority) regarding general administration of District affairs and implementation of directives set by the Board.
In certain cases, dictated by these Human Resources Policies & Procedures and applicable law, the Department Head for Human Resources may have the authority or obligation to inform the Board of

concerns regarding potential District noncompliance with District policy and federal, state, and local laws with respect to employment and personnel matters.

103 EFFECT AND APPLICABILITY OF POLICIES

These Policies do not create any contract right, or any express or implied contract of employment.

The District retains the full discretion to modify these Policies at any time in accordance with law.

104 APPLICABILITY OF POLICIES

These Policies apply to all categories of employees of the District unless a specific section or provision excludes them.

Independent contractors, volunteers, and Board members are not employees, although some provisions may apply to them through applicable law or as specified in these Policies.

105 EMPLOYEE ACCEPTANCE OF POLICIES AND REVISIONS

As a condition of employment, all employees are required to read and request necessary clarification of these Policies.

Each employee is required to sign a statement of receipt acknowledging that:

1. He or she has received a copy, or has been provided access to the Policies; and

2. Understands that he or she is responsible to read and become familiar with the contents and any revisions to the Policies.

106 MANAGEMENT RIGHTS

The District shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority necessary to determine the level of, and the manner in which, the District's activities are conducted, managed, and administered.

All employees shall recognize the exclusive right of the District to establish and maintain District-wide rules and procedures and to manage the affairs of the District in all of its various services and other aspects, including, but not limited to the following rights:

- Direct and schedule work and/or overtime work as required in the manner most advantageous to the District.

- Direct employees to perform all job duties, including those incidental job duties not expressly stated in a job description. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee perform all such duties.
- Discipline or discharge employees subject to Article 1900 of this Manual.

- Lay off personnel at any time as described in Article 1707 of this Manual.

- Determine assignments and establish methods and processes by which assignments are performed.

- Transfer employees within departments, divisions and sections and to a position outside of a department, division or section in a manner most advantageous to the District.

- Effect reorganizations and reallocation of work of the District.

- Contract for matters relating to District operations. The right of contracting or subcontracting is vested exclusively in the District.

- Determine and adopt safety, health, and property protection measures for the District.

- Establish, continue, discontinue, amend, and enforce District policies, practices, or procedures.

The District shall also reserve all other prerogatives and responsibilities normally inherent in management.

107 CATEGORIES OF EMPLOYEES AND NON-EMPLOYEES

a) At-Will Employee

An at-will employee is one who serves at the pleasure of the appointing authority and therefore can be dismissed by the District, without warning, for any legal reason.

The employee has no property right in continued employment and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. The following are examples of at-will employees:

- General Manager
- Assistant General Manager
- Chief Financial & Administrative Officer
- Board Secretary
- Probationary employees
- Temporary employees
- Part-Time employees

b) Probationary Employee

A probationary employee is one who is serving a probationary period at either: the outset of initial employment with the District; or at the outset of a promotion to a higher classification. For more information regarding probation, see Article 303.

c) Regular Employee

A regular employee is a full-time employee who has satisfactorily completed the initial probationary period and cannot be disciplined except when the District has cause to do so.

A regular employee has a property right in continued employment and has the right to pre- and post-disciplinary procedural due process and an evidentiary appeal for certain types of disciplinary actions that result in a significant deprivation of property.

d) Full or Part-Time Employee

A full-time employee is one whose position is budgeted to work at least 40 hours per week. Full-time employees receive all benefits provided in these Policies, unless otherwise provided in an agreement approved by the District.

A part time employee is one whose position is budgeted to work less than 30 hours per week.

Part time employees may have different rights to leave and other benefits under the law or these Policies than full time employees. However, if a regular full-time employee is working less than 40 hours per week because the employee is, for instance, working within the District's Workers' Compensation or Rehabilitation Program, he or she shall remain eligible for all District leaves and benefits.

e) Temporary (1,000 Hour) Employees

A temporary employee (also called a 1,000-hour employee) is one who is appointed for a short term or seasonal basis, not to exceed one thousand (1,000) hours per fiscal year, whenever the District's work load increases to a level that full time employees cannot accommodate it and/or whenever the District seeks to offer individuals relevant work experience on a short term basis.

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

The Board reserves the right to renew a temporary employee for an additional one thousand (1,000) hour term(s) at the beginning of each fiscal year.

A temporary employee shall not accrue vacation, holidays, or any other benefits, except as provided by law.

f) Volunteer

A volunteer is not an employee but instead is an individual who provides services to the District for civic or philanthropic reasons and receives no compensation or benefits other than nominal fees and reimbursement of expenses.

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

108 EFFECTIVE DATE

These Personnel Policies & Procedures shall take effect as of the date of the Board's approval, and shall supersede any previous personnel policy and procedures manuals, resolutions, revisions and/or amendments.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **EQUAL EMPLOYMENT OPPORTUNITY**	POLICY NO. 001 - 200
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 200 LEGAL

201 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The District is an Equal Opportunity Employer that does not discriminate on the basis of race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, age (40 years and older), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning (or is perceived to be transitioning), sexual orientation, sex stereotyping, reproductive health decision making (protected under section 12920 of the Government Code in California) marital status, domestic partner status, military service and veteran status, physical and/or mental disability (including HIV and AIDS), legally protected medical condition or information (including genetic information,) protected medical leaves (requesting or approved), status as a victim of status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state or federal laws. Any such discrimination is unlawful, and all persons involved in the operations of the District are prohibited from engaging in this type of conduct. Please contact the Human Resources & Risk Manager if you have any questions or concerns.

The District prohibits unlawful harassment, discrimination, and retaliation based on:

1. Any combination of the above characteristics;

2. A perception that the person has any of the above characteristics or any combination of those characteristics;

3. A perception that the person is associated with a person who has, or is perceived to have, any of those characteristics of any combination of the above characteristics.

The District's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Director. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

The District utilizes the same complaint procedures for complaints of discrimination as it does for complaints of harassment. Please see the separate policy prohibiting employee harassment. California law and the District also prohibit retaliation against any employee for making a good faith complaint of discrimination or for cooperating, assisting, testifying, or participating in any of the discrimination complaint procedures in the separate policy prohibiting employee harassment.

202 REPORTING ON STAFF VACANCIES, AND THE DISTRICT'S RECRUITMENT AND RETENTION EFFORTS

Effective January 1, 2025, Government Code Section 3502.3 requires the West Valley Water District to present information on the status of staff vacancies of each bargaining unit and the District's recruitment and retention efforts at a public hearing before the Board of Directors of the West Valley Water District at least once per fiscal year.

Public Hearing – A formal meeting that is open to the public, where West Valley Water District representatives present information and accept public comments on specific topics, as required by law.

Vacancies – Unfilled full-time positions within the West Valley Water District's workforce that require recruitment.

Recruitment – The process of attracting, screening, and selecting qualified candidates for employment with the West Valley Water District.

Retention – The process of maintaining a stable and satisfied workforce within the West Valley Water District.

I. POLICY STATEMENT

A. In accordance with Gov. Code § 3502.3, the West Valley Water District is committed to holding a public hearing on vacancies, recruitment and retention efforts, and any issues with the West Valley Water District's policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

B. The West Valley Water District will hold a public hearing at least once each fiscal year prior to the adoption of the annual budget and provide reports on vacancies, recruitment, and retention efforts for the prior calendar year.

II. **POLICY PROVISIONS**

A. Public Hearing Requirements

1. The West Valley Water District shall conduct public hearings at least on an annual basis (once each fiscal year) to present information on vacancies, recruitment and retention efforts, and issues with the policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

2. Public hearings shall be announced in advance and provide an opportunity for members of the public to make comments.

3. The District will notify in writing each recognized employee organization that represents District employees of the date, time and place of the hearing at least ten (10) calendar days in advance of the hearing. West Valley Water District Personnel Policies and Procedure Section # 202

    a. In the notice, the District will inquire whether the employee organization intends to make a presentation to the Board of Directors at the public hearing. The District will request that, for planning purposes, the employee organization provides written notice to the Human Resources Department at least five (5) working days in advance of the public hearing indicating whether the employee organization intends to make a presentation at the public hearing.
    b. The notice will also inform the employee organization for each bargaining unit they will be allotted ten (10) minutes for their presentation at the public hearing.
    c. Notice of the hearing to the public will be provided in accordance with the Ralph M. Brown Act. (Gov. Code §§ 54950-54963.)

4. Separate public hearings may be scheduled to address individual bargaining units or bargaining unit groupings.

5. The Board Secretary shall ensure that each public hearing is adequately documented, with minutes and recordings made publicly available.

6. The West Valley Water District presentation will be limited to 10 minutes for each bargaining unit. The District may choose to present on all bargaining units at once, or to present data for each bargaining unit separately followed by each applicable employee organization presentation.

7. Following the agency presentation, each recognized employee organization will have the opportunity to make a presentation. The recognized employee organizations shall have the right to present information, concerns, and recommendations at the public hearing regarding staff vacancies and the District's recruitment and retention efforts. The presentation will be limited to 10 minutes.

If the employee organization is engaged in bargaining, the employee organization shall not present bargaining proposals during the presentation to the Board of Directors on matters that have been or have not been presented in bargaining.

8. The Board of Directors may ask questions of the District and the employee organization presenters.

9. Final West Valley Water District comments will be limited to three minutes per bargaining unit.

10. Final employee organization comments will be limited to three minutes per bargaining unit.

11. Public comment regarding the hearing will be limited to two minutes per person.

B. Reporting Requirements.

1. The West Valley Water District shall present information on the following at the public hearing:

    a. The status of vacancies at the District.
    b. Information on the West Valley Water District's recruitment and retention efforts.
    c. Identification of any obstacles in the West Valley Water District's policies, procedures, and recruitment activities that may create challenges in the hiring process.

C. Special Reporting Requirements for High Vacancy Rates

1. If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the West Valley Water District shall, upon request of the recognized employee organization, include the following information during the public hearing:

    a. The total number of job vacancies within the bargaining unit.
    b. The total number of applicants for vacant positions within the bargaining unit. West Valley Water District Personnel
    c. The average number of days to complete the hiring process from when a position is posted.
    d. Opportunities to improve compensation and other working conditions.

III MONITORING AND REVIEW

A. The Human Resources & Risk Manager or designee may review the effectiveness of this policy and make revisions as necessary to ensure ongoing compliance with Gov. Code § 3502.3 (AB 2561) and alignment with best practices in public transparency.

IV COMPLIANCE AND ENFORCEMENT

A. The West Valley Water District will maintain records of all public hearings, reports, and related documents in compliance with public records requirements.

203 POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION; COMPLAINT PROCEDURE

The District strictly prohibits unlawful harassment, discrimination and retaliation on the basis of protected classes under applicable law as mentioned in the above "Equal Employment Opportunity Policy." Harassment may consist of verbal, physical, or visual types. This policy applies to all phases of the employment relationship including hiring, promoting, transfers, disciplinary action, etc. Management will take appropriate disciplinary action, up to and including termination, against any employee exhibiting such misconduct. Any applicant or employee who encounters any form of harassment, discrimination or retaliation should immediately report the conduct to management or Human Resources and is entitled to a prompt fair review of his or her case.

This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment and retaliation. The District encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible.

Any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

Covered Individuals and Scope of Policy

The District is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with the District's high expectations of ethical conduct. This necessarily means that the District prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. The District's complaint procedure provides for an immediate, thorough, objective and confidential investigation of any claim of unlawful or prohibited discrimination, harassment and/or retaliation, appropriate disciplinary action against one found to have engaged in prohibited discrimination, harassment and/or retaliation, and appropriate remedies for any victim of discrimination, harassment and/or retaliation. A claim of harassment may exist even if the employee has not suffered an express adverse employment action.

This policy prohibits unlawful discrimination, harassment, and retaliation in the workplace and applies to all applicants, employees, interns, volunteers or agents of the District. The District prohibits

discriminating against, harassing, or retaliating against any employee as well as customers, vendors, suppliers, independent contractors and others doing business with the District. In addition, the District prohibits customers, vendors, suppliers, independent contractors and other third parties doing business with the District from discriminating against or harassing the District's employees.

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, assignments, promotion/demotion, discipline, transfer, layoff, termination, rates of pay, benefits, and selection for training.

1) DEFINITIONS

a) Protected Classification

b) The District is committed to providing equal employment opportunities to all employees and applicants. The District strictly prohibits and has "zero tolerance" for discrimination on the basis of an individual's race (including traits associated with race, including but not limited to, hair texture and protective hairstyles (including, but not limited to, braids, locs, and twists)), religion, religious creed (including religious dress and religious grooming), color, national origin, ancestry, citizenship status, physical disability and/or mental disability, medical condition, genetic information, marital status, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression, age (40 or over), sexual orientation, sex stereotyping, domestic partner status, military and veteran status, protected medical leaves (requesting or approved), status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by federal, state or local laws. Employees are advised that harassment, discrimination, or retaliation in violation of this policy can result in individual liability.

Similarly, the District strictly prohibits and has "zero tolerance" for retaliation against any employee for making a good faith complaint of discrimination or harassment or for cooperating, assisting, testifying, or participating in any of the Internal or External Complaint Procedures described below. Claims of retaliation are taken seriously and are subject to the same Internal and External Complaint Procedures described below.

2) CONDUCT PROHIBITED

a) Discrimination & Retaliation

Any adverse employment action taken on the basis of any legally protected category or employment practice that has a disparate impact on a protected class constitutes unlawful discrimination and is strictly prohibited. "Adverse employment action" is defined as an action that results in a substantial adverse change in the terms and conditions of an employee's employment including,

but not limited to, decisions relating to hiring, firing, demoting, failing to promote, laterally transferring, and giving poor performance evaluations.

"Retaliation" is a form of an adverse employment action that is taken against an individual for opposing any legally prohibited employment practice or engaging in any legally protected activity related to his or her employment.

b) Sexual Harassment

Harassment is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

As the definition above shows, harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, gifs, memes, or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. For example, sexual harassment can be: Sexual harassment (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions, gender identity, gender expression, sex stereotype, sexual orientation, gender and transgender harassment) is defined as unwanted sexual advances, or visual, written, verbal or physical conduct of a sexual nature that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes prohibited, unlawful harassment when:

- Submission to the conduct is made either an explicit or implicit condition of employment or promotion;
- Submission or rejection of the conduct is used as the basis for an employment decision; or
- The unwelcomed comments or conduct based on sex unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive work environment.

Sexual harassment includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. Furthermore, sexually

harassing conduct need not be motivated by sexual desire. For example, sexual harassment can be:

- Verbal: sexual innuendoes, sexually suggestive or degrading comments, text messages, gifs, memes, sexual jokes or slurs, graphic commentaries about a person's body, or repeated sexual advances or invitations.

- Nonverbal: displaying sexually suggestive objects, pictures, cartoons, magazines, calendars or posters, or making suggestive or insulting sounds, leering, whistling, or obscene gestures.

- Physical: offensive touching, brushing against a person's body, unwanted hugging or kissing, or impeding or blocking a person's normal movement. Sexually harassing conduct may arise if a reasonable person subjected to the conduct would find that the harassment so altered working conditions as to make it more difficult to do that person's job. Sexually harassing conduct can occur regardless of the sex, sexual orientation, or gender identity of the harasser or of the person being harassed. Sexually harassing conduct need not be motivated by sexual desire to be violate of this policy.

c) Other Types of Harassment

Harassment can take many forms beyond sexual harassment. Harassment on the basis of race (including traits associated with race, including but not limited to, hair texture and protective hairstyles), religion, religious creed (including religious dress and religious grooming), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, age (40 or over), military and veteran status, or any other basis protected by federal, state or local laws, is also prohibited and will not be tolerated by the District. Such harassment includes but is not limited to the following when based upon an employee's protected category as noted above:

- Verbal conduct such as making or using derogatory comments, epithets, slurs, jokes, or verbal abuse;
- Visual conduct such as prolonged staring or leering at a person, gestures, and displaying of objects, posters, photographs, cartoons, or drawings;
- Written conduct such as suggestive or obscene letters, emails, drawings, notes or invitations; and
- Physical conduct such as assault, unwanted touching, or blocking normal movement, or violating someone's "personal space."

<u>Guidelines for Identifying Harassment</u>

Harassment includes any conduct which would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine whether conduct is unwelcome or unwanted should be followed:

- It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.

- Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.

- Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.

- Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

3) REPORTING HARASSMENT, DISCRIMINATION, AND/OR RETALIATION

a) Human Resources & Risk Management Internal Reporting Procedure

The District is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with the District's high expectations of ethical conduct. This necessarily means that the District prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. The District's complaint procedure provides for an immediate, thorough, objective and confidential investigation of any claim of unlawful or prohibited discrimination, harassment and/or retaliation, appropriate disciplinary action against one found to have engaged in prohibited discrimination, harassment and/or retaliation, and appropriate remedies for any victim of discrimination, harassment and/or retaliation. A claim of harassment may exist even if the employee has not suffered an express adverse employment action.

Any employee who believes that he or she has been the victim of sexual or other prohibited discrimination, harassment and/or retaliation by coworkers, supervisors, clients or customers, visitors, vendors, or others or any employee who observes or otherwise becomes aware of discrimination, harassment and/or retaliation has a duty to immediately notify Human Resources, who is responsible for investigating complaints of discrimination, harassment and/or retaliation. An employee is not required to complain to Human Resources if that person is the individual who is the person discriminating against, retaliating against, or harassing the employee, but may

in the alternative report the discrimination, harassment and/or retaliation to his or her immediate supervisor or to the District's President. Supervisors and other members of management who receive complaints or who observe discriminating, harassing and/or retaliating conduct must immediately inform Human Resources or other appropriate personnel so that an investigation may be initiated. Any complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etcetera).

The District will maintain confidentiality to the extent possible. Any supervisor who is informed of a complaint of discrimination, harassment and/or retaliation by an employee, or any other individual, must report said complaint to Human Resources immediately and must otherwise keep the matter confidential. Human Resources must also keep the matter confidential and not disclose the matter to any person who is not involved in the investigation or does not have legitimate work-related reasons for knowing of the complaint. Any supervisor who fails to comply with this paragraph will be subject to disciplinary action, up to and including termination of employment.

b) Anonymous Reporting

To foster a safe and inclusive workplace, the District encourages employees to report any complaints or observations of harassment, discrimination, or retaliatory conduct. Employees may choose to report concerns through the above process to facilitate direct resolution and transparency. However, to ensure all employees feel comfortable coming forward, the District has also implemented a secure, web-based platform that allows for anonymous reporting. This platform includes an anonymous email system for confidential communication directly to the General Manager. The anonymous option is designed to address situations where individuals may feel apprehensive about sharing concerns openly, ensuring every voice has a safe avenue to be heard.

c) Investigation

Upon receiving notification of a harassment complaint, the Human Resources & Risk Manager or Manager will complete and/or delegate the following steps. If it is the Human Resources & Risk Manager or Manager that is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the following steps:

- Upon the filing of a complaint with the District, the complainant will be provided with a copy of this policy. All incidents of prohibited discrimination, harassment and/or retaliation that are reported will be subject to an impartial, fair, timely and thorough investigation. The investigation will provide all parties appropriate due process and will reach reasonable conclusions based on the evidence collected. The District will document the timely, thorough, and objective investigation of the discrimination, harassment and/or retaliation allegations to ensure reasonable progress is being made in the investigation.

The District will inform the employee who initiated the complaint of the progress of the investigation upon request of that employee.

- Human Resources is the impartial person/department designated by the District to investigate complaints of discrimination, harassment and/or retaliation. Human Resources may, however, delegate the investigation at its discretion to a qualified, impartial investigator. In the event the discrimination, harassment and/or retaliation complaint is against Human Resources, a qualified, impartial investigator shall be appointed by the District's President.

- Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with 1) the complainant; 2) the accused; and 3) other persons who have relevant knowledge concerning the allegations in the complaint.

- Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.

- Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.

- If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.

- Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

4) Internal Documentation Procedure

When an allegation of discrimination, harassment and/or retaliation is made by an employee, the person to whom the complaint was made shall immediately prepare a report of the complaint according to the preceding section and submit it to Human Resources. Human Resources shall maintain tracking documentation for all complaints filed to ensure that investigations progress reasonably and are completed in a timely manner.

Based on the report and any other relevant information, Human Resources shall, within a reasonable period of time, determine whether the conduct of the person requires discipline. In making that determination, Human Resources shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining of discrimination, harassment and/or retaliation.

5) Confidentiality

The District will maintain the confidentiality of all records and information relating to the investigation of any complaint and resulting disciplinary action to the extent possible, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

6) Corrective Action

At the conclusion of the timely investigation, if it is determined that prohibited discrimination, harassment and/or retaliation has occurred, the District will take immediate and effective remedial action commensurate with the circumstances. Corrective action may include, for example: training, referral to counseling, or disciplinary action, including but not limited to, verbal or written warning, suspension, transfer, demotion, and/or termination of employment, depending on the circumstances. With regard to acts of harassment by clients or vendors, corrective action will be taken after consultation with the District's President.

The results shall be timely given to the complainant, the alleged wrongdoer, and Human Resources upon the completion of an investigation.

The employee who initiated the complaint will be notified when the investigation has been completed and will be informed of the general outcome of the investigation, i.e., whether the complaint has been substantiated or unsubstantiated. However, the employee is not entitled to know the corrective action, if any, imposed on the accused wrongdoer as that information is protected by the accused wrongdoer's right to privacy. Appropriate action will be taken to ensure the employee who has been found to have been discriminated against, harassed and/or retaliated against will not be discriminated against, harassed and/or retaliated against in the future, including but not limited to redistribution of this policy, training, transfer, etc.

7) Employee Obligation

All employees and supervisors have a duty to cooperate in any and all District investigations of alleged discrimination, harassment, and/or retaliation. Failure to cooperate or deliberately providing false information during an investigation shall be grounds for disciplinary action, up to and including termination.

- Employees are obligated to report instances of discrimination, harassment, and/or retaliation.
- Employees are obligated to cooperate in every investigation of discrimination, harassment, and/or retaliation, including, but not necessarily limited to:
    - Coming forward with evidence, both favorable and unfavorable to a person accused of discrimination, harassment and/or retaliation; and

- Fully and truthfully making a written report or verbally answering questions when required to do so during the course of a District investigation of alleged discrimination, harassment, and/or retaliation.

Knowingly, falsely accusing someone of discrimination, harassment, and/or retaliation or otherwise knowingly giving false or misleading information in an investigation of discrimination, harassment, and/or retaliation shall be grounds for disciplinary action, up to and including termination of employment.

8) Manager Responsibilities

In addition to the responsibilities listed above, each manager and/or supervisor is responsible for:

- Informing employees of this Policy.
- Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
- Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
- Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
- Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
- Assisting, advising, or consulting with employees and the Human Resources & Risk Manager regarding this Policy.
- Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.
- Implementing appropriate disciplinary and remedial actions.
- Reporting potential violations of this Policy of which he or she becomes aware to the Human Resources & Risk Manager or Manager, regardless of whether a complaint has been submitted.
- Participating in periodic training and scheduling employees for training.

9) External Complaint Procedure

In addition to the District's internal complaint procedure, an employee may file a complaint by contacting the following:

- Department of Civil Rights (CRD) at 800-884-1684 or visiting https://calcivilrights.ca.gov/contactus/
- Equal Employment Opportunity Commission (EEOC) at 800-669-4000 or visiting https://www.eeoc.gov/contact-eeoc/.

The District will not tolerate retaliation against an individual for good faith reports of harassment, discrimination, or retaliation; assisting another in making a report; cooperating in an investigation; filing an administrative complaint with a government agency; or engaging in other protected activity. Such retaliation is a separate violation of the law and of District policy, and is subject to disciplinary action up to employment termination. Individuals who believe they have experienced or been threatened with such retaliation, and any manager or supervisor who learns of possible retaliation, must immediately report it using the same Complaint Reporting Process above.

10) Anti-Harassment Training

All employees must undergo at least one (1) hour of interactive sexual harassment and abusive conduct training within the first six (6) months of hire and at one (1) hour of training every two (2) years thereafter. Employee hired as or promoted to a supervisory or management position must undergo at least two (2) hours of interactive sexual harassment and abusive conduct training within the first six (6) months of assuming a new supervisory or management position. Additionally, all supervisors and managers must complete at least two (2) hours of interactive sexual harassment training at least once every two (2) years thereafter. An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment. The employees may refer to the Department of Fair Employment and Housing (DFEH) sexual harassment prevention online training course appropriate for their position. You may also visit https://www.dfeh.ca.gov/ to access the online training courses.

204 INCLUSION AND DIVERSITY POLICY

Purpose

This policy outlines West Valley Water District's commitment to creating a workplace where all employees feel valued and respected and have equal access to opportunities. In addition to the District Policy #201 Equal Employment Opportunity, found above, this policy aims to foster an environment that celebrates diversity and promotes a strong sense of belonging.

The District values inclusion to ensure that every employee is given the necessary support and tools to achieve their performance goals and perform at their highest levels. An inclusive culture provides equal access to opportunities and skills development, and it does not give special advantages to one person or group over another.

The District strives for a culture where employees are able to not only share individual perspectives and ideas but are also encouraged to do so and are recognized for their contributions. At the District, our hiring process is merit-based, and we are steadfast in our efforts to attract talented individuals from diverse backgrounds.

Scope

This policy applies to all employees, contractors, and stakeholders associated with the District. It provides guidelines for behavior and practices that support inclusion at all levels, inside and outside our organization.

Policy Statement

The District is committed to fostering an inclusive culture that embraces diverse perspectives. We strive to eliminate barriers to participation and ensure there is access to opportunities and career growth for all employees.

The District's stance reflects the District's long-term commitment to equal employment opportunity for all, inclusion, diversity, belonging, and accessibility. The District deeply values all perspectives and actively encourage our teams to include members from a variety of backgrounds.

The District strives to create programs and processes that are unbiased and impartial to provide equal opportunities for all based on merit. The District aims for a culture where employees feel safe, valued, and respected and can engage in open communication, collaboration, and trust. This creates a workplace that works for all, leading to higher job satisfaction and productivity.

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

The District strives to cultivate an environment where every team member feels empowered to contribute fully and where diversity in all its forms is not only accepted but actively embraced.

Responsibilities

Leadership:

Leadership at the District will champion inclusion and diversity (I&D) and challenge teams to embed merit-based, skills-focused metrics for success in all we do. Leaders will also ensure consistency in approach across teams. Leaders will continuously assess outcomes to determine if our approach is driving business success and recalibrate strategies if it is not.

Managers:

Managers are expected to implement inclusive practices and ensure that employees of all levels have access to pathways for success and career growth opportunities. They are expected to evaluate performance using unbiased criteria such as skills and proficiencies, as well as ensure promotion pipelines are available to all employees who have the requisite qualifications.

Employees:

Engage in inclusive behavior, which means treating colleagues with respect, encouraging the representation of different employee perspectives, and contributing positively to the culture.

Hiring Practices

The District will work to recruit candidates from a broad range of backgrounds for open positions, write unbiased job descriptions, and offer equal access to development opportunities. The District will implement blind hiring and utilize technology such as unbiased artificial intelligence to ensure candidates are evaluated based on their merit and skills. It will not give preferential treatment to anyone, in line with state and federal anti-discrimination law, such as Title VII of the Civil Rights Act of 1964, except in limited instances when preferential treatment is required, such as by the Vietnam Era Veterans' Readjustment Assistance Act or Section 503 of the Rehabilitation Act.

Feedback

The District will establish mechanisms for gathering insights on inclusion practices and areas for improvement. We will recalibrate I&D policies and procedures, as well as overall business strategies, as needed to ensure inclusion is driving efficiency and other business goals.

Training

The District will offer training on I&D and unconscious bias for all employees.

Guardrails

The District will maintain detailed documentation of its employment practices and compliance efforts related to I&D programs.

The District will ensure both legal compliance and inclusivity in its policies and practices.

The District will establish a cross-functional taskforce to oversee compliance of I&D strategies, guide current and future decision-making, and monitor ongoing developments for legal compliance.

Review and Evaluation

This policy will be reviewed annually to ensure its effectiveness and relevance. Leadership and HR will make updates as needed to reflect the District's ongoing commitment to fostering an inclusive work environment and meeting our business objectives.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **HUMAN RESOURCES & RISK MANAGER HIRING, APPLICATIONS, SELECTION, PROBATION, NEPOTISM, ETC**	POLICY NO. 001 - 300
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 300 HUMAN RESOURCES & RISK MANAGER HIRING, APPLICATIONS, SELECTION, PROBATION, NEPOTISM, ETC.

301 JOB ANNOUNCEMENTS

The Human Resources & Risk Manager & Risk Management, in collaboration with the affected department head, will prepare a job posting to announce a proposed recruitment.

The announcement may be posted on the District's website and other locations deemed appropriate, depending upon whether the recruitment is open to the public or current employees only.

The announcement will include:

- The title and pay for the position;
- The nature of the work to be performed and essential job duties of the position;
- The minimum qualifications, including whether the job is a promotional position;
- A statement of the employment status of the position — for cause (regular)
- Or at-will;
- The last date that the District will accept applications, if any;
- The time, place, and type of the examination, if known, and if a medical examination, and/or a drug screen will be required following a conditional offer of employment; and Such other information as determined in the discretion of the Human Resources & Risk Manager or designee.

In addition, the District, in its discretion, may post positions as "promotional" and open internally for District employees only instead or prior to inviting "outside" applicants to apply. In order to establish a competitive internal recruitment process, there must be at least three (3) qualified internal candidates to open a closed/promotional recruitment. If three (3) qualified candidates are not identified internally, then recruitment shall be opened to external candidates.

302 APPLICATIONS

Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job.

Applicants may be required to provide supplementary information, including but not limited to answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references.

All applications must be completed in full and signed, physically or electronically, by the person applying. The District will not process any application which is not fully completed and signed. Should an applicant be appointed to a position, the supplemental information shall become a part of the individual's permanent employment records.

The District may reject any application which: is not properly completed or incomplete; received after the application deadline; or indicates that the applicant does not meet the minimum qualifications for the position. Whenever an application is rejected, notice of such rejection shall be emailed to the applicant.

If it is determined that an applicant or employee has falsified any portion of his/her employment application, such falsification could be grounds for refusal to hire an applicant or discipline to the extent the applicant becomes a District employee.

303 SELECTION PROCESS

a) Interviews and Examinations

The Human Resources & Risk Manager or the General Manager, in collaboration with the affected department head, shall determine the manner and method by which the interviews and examinations will be prepared and administered.

The District may contract with any competent agency or individual for the performance of such interviews and examinations. In the absence of such a contract, the Human Resources & Risk Manager or designee shall perform such duties.

Examinations may consist of written tests; oral tests; performance tests; evaluations of prior training and performance, experience and/or education; interviews; working style assessments; practical exercises; file review; or any combination thereof. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties.

The content of all examinations will be kept confidential prior to the administration of the examination. All applicants who are invited to the examination will be notified of the nature of the examination.

An applicant with a disability may request accommodation in an examination process. Following receipt of a request for accommodation, the Human Resources & Risk Manager or designee may require additional information, such as reasonable documentation of the existence of a disability.

Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. Each applicant will be notified in writing via email whether he or she will continue in the examination process.

b) Eligibility Lists

1. After completion of an open or promotional examination for a classification, the Human Resources & Risk Manager or designee will prepare an eligibility list consisting of the names of candidates who passed the examination. Eligibility lists shall become effective upon the certification by the Human Resources & Risk Manager or designee. Employment lists shall remain effective one (1) year, unless sooner exhausted.

2. A person appearing on an eligible list will be emailed a notice of his or her placement on the list.

3. A person placed on an eligibility list shall be removed from the list if he or she so requests in writing or fails to respond to notification of an opening within five days after notification. It is the responsibility of the eligible person to keep the Human Resources Department informed of his/her current physical or email address, or phone number

c) Appointments

The Human Resources & Risk Manager or designee, in collaboration with the department head, will make all appointments except for those classifications that report directly to the Board of Directors.

The Human Resources & Risk Manager or designee has discretion to decide in what manner a vacancy shall be filled. Vacancies may be filled by reinstatement, promotion, transfer, demotion, appointment of temporary employees, or from an appropriate eligibility list if available. No specific list shall have priority over other lists.

The District's Board will make appointments for those classifications that report to it.

d) Promotional or open from Eligibility List

When a position is to be filled from a promotional or open eligibility list, the Human Resources & Risk Manager or designee may choose from the specified list one of the top three candidates on the eligibility list.

If no person among the top three candidates indicates a willingness to accept the appointment, the Human Resources & Risk Manager or designee may make the appointment from among the remaining names on the eligibility list, may request a new examination and establish a new eligibility list, or may fill the position by any other method authorized by these Policies.

e) Drug and Alcohol Testing and Medical and Psychological Examinations. Appointment to certain positions may be made contingent upon the applicant/employee passing a drug / alcohol test, and/or a job-related medical and/or psychological examination.

Such examination shall only be required after a conditional offer of employment has been made. (See Section 2600, Reasonable Accommodation and Interactive Process; and Section 1800, Prohibitions on Drugs and Alcohol in the Workplace.)

f) Criminal Conviction Checks

After the District makes a conditional offer of employment, the Human Resources & Risk Manager or designee may then request information about criminal convictions, except for convictions that have been judicially sealed, eradicated, or expunged. Unless required by law, the District will not deny employment to any applicant solely because he or she has been convicted of a crime. The District may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position. In such instances, the District will make an individualized assessment on a case-by-case basis.

The person accepting appointment shall report to the Human Resources & Risk Manager or designee on the date designated by the Human Resources & Risk Manager or designee. Otherwise, the applicant shall be deemed to have declined the appointment.

g) Proof of Employable Status

The Immigration Reform and Control Act of 1986 requires that the District verify the legal status and identity of all individuals accepting employment with the District.

Acceptable proof of legal status and identity shall be determined by review of appropriate documentation as set forth in the regulations passed under the Immigration Reform and Control Act.

h) Orientation and Training

The Human Resources & Risk Manager or designee shall conduct an orientation for new employees as to District policies, procedures, and benefits. Subsequently, each employee shall be responsible for being familiar with the policies of the District.

The supervisor shall acquaint employees with all aspects of the job function as represented in the job description.

i) Public Employee Disaster Service Worker Status

As set forth in the California Government Code Sections 3100 through 3109, in the event of a disaster, all public employees become "disaster service workers."

The law requires, as a condition of employment, that every District employee take and subscribe to the oath set forth in the State Constitution that declares them to be disaster service workers in time of need.

304 PROBATION

1) Probationary Appointments

a) At-Will Status:

The probationary period is part of the examination process and is used to determine whether work performance or work-related behavior meets the required standards of the position. A probationary employee may be rejected at any time during the probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights set forth under Section 1900, Causes for Discipline and Procedures.

The probationary employee will be notified prior to the expiration of the probationary period that he or she has been rejected from probation.

b) Evaluation:

At the conclusion of the probationary period, if the probationary employee has not already been released, the probationary employee's supervisor will prepare and sign a performance evaluation. The evaluation must be reviewed and approved by Human Resources before it is provided to the employee.

Upon the recommendation of the employee's supervisor, Department Head and the General Manager, employee whom complete the probationary period satisfactorily will be granted full or part time employee status. Employees must complete the probationary period satisfactorily prior to being eligible to promote into a new position.

c) Length of Probation:

Unless otherwise specified by memorandum of understanding or these Policies, the probationary period is six months of actual and continuous service. The probationary period is automatically extended by the length of any absence of one work week or more.

The probationary period can also be extended by the District at the discretion of the Human Resources & Risk Manager or Director, or his/her designee. In such instances, an agreement to extend will be signed by the probationary employee and the District's General Manager, Human Resources & Risk Manager & Risk Management, or their designee.

2) Probationary Period for Promotional Appointments

a) At-Will Status:

A promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Section 1900, Causes for Discipline and Procedures.

In cases where the employee has been promoted into a new position and does not pass the probationary period, the Human Resources & Risk Manager or Director, in conjunction with the employee's supervisor in the previous position, shall have the discretion to return the employee to his/her previous position or a similar position if such a position is available and the needs of the District would warrant the return of the employee to such a position, unless he or she is terminated for cause.

b) Length of Probation:

On accepting a promotion, an employee serves a new probationary period of six months of actual and continuous service. The probationary period is automatically extended by the length of any absence of a week or more.

305 (ANTI-NEPOTISM POLICY) - EMPLOYMENT OF RELATIVES, SPOUSES, AND DOMESTIC PARTNERS

The District regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale. It is the policy of the District to seek the best possible candidates through appropriate search procedures. The District seeks to eliminate or limit even the appearance of impropriety where possible. In order to assure efficiency in implementing policies of the District, it is necessary to restrict the employment of relatives of elected and appointed officers of the District and of the District's employees. As such, the District has adopted the following policy regarding application and/or hiring of employee relatives.

1) Definitions

a) Relative

Child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or registered domestic partnership.

b) Spouse

One of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

c) Supervisory Relationship

One in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her District appointment.

2) Employment of Relatives

The District will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

a) A direct or indirect supervisory relationship between the relatives;

b) The two employees having job duties which require performance of shared duties on the same or related work assignment;

c) Relatives of current employees shall not be hired into positions in which one relative may work in a capacity which would allow a current employee to evaluate or control the terms, conditions and/or performance circumstances of employment of a relative;

d) Both employees having the same supervisor; or

e) A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

3) Spouses or Domestic Partners

The District will not appoint, promote, or transfer a person to the same department, division, or facility in which the person's spouse or registered domestic partner already holds a position, if such employment would result in any of the following:

- One spouse or registered domestic partner being under the direct supervision of the other spouse or domestic partner; or

- Potential conflicts of interest or hazards for married persons or those in a registered domestic partnership which are greater than for those who are not married or in registered domestic partnerships.

4) Marriage or Registered Domestic Partnership after Employment

a) Change of Status:

Current employees must report a change of status to Human Resources in advance of the effective date where feasible, but in no event later than a reasonable time after the effective date of the change of status. For purposes of this policy, "a change of status" is the change in the legal status or personnel status of one or more current employees.

Changes in legal status include but are not limited to marriage, divorce, separation, registered domestic partnership, or any such change through which a current employee becomes a relative or ceases to be a relative of another current employee.

Changes in personnel status include but are not limited to promotion, demotion, transfer, re-assignment, resignation, retirement or termination of a current employee who is a relative of another current employee.

b) Transfer:

Human Resources shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the change of status has the potential for creating an adverse impact on supervision, safety, security, or morale.

Human Resources shall consult with the affected department head(s) to make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize problems of supervision, safety, security, or morale. Notwithstanding this, the District retains the right to exercise its discretion to refuse to implement a change in personnel status due to its potential for creating an adverse impact on supervision, safety, security, or morale.

Depending on the nature and severity of the situation, the District may transfer one of the relatives to a similar position that would not be in violation of this policy. The Human Resources & Risk Manager or Director has discretion to transfer one of the employees to a similar position in another department. The transfer will be granted provided the relative qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level. Although the wishes of the two employees will be considered, the Human Resources & Risk Manager or Director retains sole discretion to determine which employee will be transferred based upon District needs for supervision, safety, security or morale.

Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

c) Separation:

If continuing employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated by transfer or by good faith efforts to regulate, transfer, condition or assign duties in such a reasonable way that would not be in violation of this policy, one of the relatives must separate from District employment. The Human Resources & Risk Manager or Director retains sole discretion to separate one employee from District employment.

Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

306 EMPLOYMENT CLASSIFICATION

1) Classification Plan

The Classification Plan establishes the classification and salary schedule for employees of the District.

When a new position is created, such position may not be filled until the classification plan has been amended to provide for the new position. Any revisions to the plan shall become effective upon approval of the District's Board.

All vacant positions shall ordinarily be filled at Step 1 of the salary range for each classification. However, the Human Resources & Risk Manager or Director in collaboration with the Department Head may employ qualified persons at higher step positions based on bona fide factors other than prior salary, such as education or experience.

2) Reclassification

The Human Resources & Risk Manager in collaboration with the General Manager and the affected department head may initiate a job audit to determine whether the duties of a position have changed to such an extent that they necessitate reclassification of the position from the existing classification to a more appropriate classification.

Upon completion of the job audit, the Human Resources & Risk Manager shall make a recommendation regarding reclassification to the District's Board.

3) Temporary Reclassification

A regular full-time employee designated by their supervisor and approved by the Human Resources & Risk Manager to perform a job in a higher classification shall receive either a temporary salary increase of 5% of the employee's base salary or the employee's compensation rate will be temporarily increased to the rate in effect at the lowest step of the higher classification (whichever is greater) for their period of employment while working in the temporarily classified position. Upon returning to their previous job classification, the employee's temporary increase in compensation shall cease.

The employee must meet the requirements of the higher position as specified in the job description as determined by their supervisor to perform the job in the higher classification.

The term of a temporary reclassification shall not exceed six months and must be approved by the Human Resources & Risk Manager in advance. Should the position to which the employee is temporarily reclassified become vacant and open for recruitment during the employee's period of temporary reclassification, the employee may be considered a candidate through the competitive recruitment process.

4) Temporary Assignment — Acting Pay

In the event that another position within a department becomes vacant and/or another employee is placed on a leave of absence, the Human Resources & Risk Manager may temporarily assign additional duties to an employee in order to meet the operations of the department. Temporary assignments must be for a minimum of 14 days and may be up to twelve (12) months.

An employee placed on a temporary assignment with additional responsibilities shall receive a temporary salary increase of 5% of the employee's annual base salary or may be considered for a promotion to a new job at the same or a higher classification that includes these additional responsibilities.

Any employee placed in a temporary assignment must sign an agreement memorializing this arrangement with the District's General Manager or designee prior to receiving an increase in compensation.

307 IDENTIFICATION CARDS

District employees shall be issued identification and/or security access cards verifying their affiliation with the District.

Employees shall return identification cards and/or security access cards upon resignation, separation or placement on administrative leave.

308 PERFORMANCE EVALUATIONS

The General Manager, Department Heads, Directors and Supervisors will prepare probationary or annual Performance Evaluations for direct reports only.

A non-probationary employee's Director or supervisor will prepare and sign a performance evaluation on a District form for probationary and each one-year performance evaluation periods.

The performance evaluation should be prepared on or before the probationary period expires, before anniversary of the employee's hire date, or before the anniversary of the employee's most recent promotion, or as soon as practical thereafter.

- The General Manager and Department Heads may only review performance evaluations of subordinates in his or her department.
- The General Manager will review and approve all performance evaluations of department heads or any other employees under his or her direct supervision.
- All performance evaluations must also be reviewed and approved by Human Resources before they are provided to the employee.
- If an employee is on an extended leave of absence, his or her merit and review dates will be adjusted by the number of days he or she was on such leave.

1) Probationary Employee Performance Evaluations

At the conclusion of the probationary period, if the probationary employee has not already been released, the probationary employee's supervisor will prepare and sign a performance evaluation.

The evaluation must be reviewed and approved by Human Resources before it is provided to the employee.

Upon the recommendation of the employee's supervisor, Department Head and the General Manager, said employee will be granted full or part time employee status.

a) Performance Evaluation Meeting

The supervisor will meet with the employee to discuss the evaluation. The employee shall sign the evaluation to acknowledge its contents and that he or she has met with his or her supervisor to discuss the evaluation.

The employee's signature shall not mean that he or she endorses the contents of the evaluation.

2) Advancements and Performance Improvement Plans (PIPS)

The District reserves the right to place any employee whose performance is rated below satisfactory on a Performance Improvement Plan (PIP).

A PIP is designed to provide assistance and guidance to an employee in order to help the employee improve his or her job performance.

Employees who are rated as having satisfactory (or higher) performance may be eligible for a salary advancement.

3) No Appeal Right

An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation.

Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written comment or statement must be submitted within 10 days after the employee receives the evaluation. Such written comment may be considered for explanatory purposes only and will not be considered to change the employee's overall performance rating.

309 CROSS TRAINING AND EMPLOYEE DEVELOPMENT PROGRAM

All District employees are expected to accept cross training in other positions and shall be expected to fill those positions in the event of illness, vacation, or emergency operations of the District. Further, the District has established an Employee Development Program. For more information, including access to these resources, please contact Human Resources Department.

310 OPEN DOOR POLICY

The District has a specific procedure detailed in the District's "Policy Against Discrimination, Harassment And Retaliation; Complaint Procedure" policy that should be used to report concerns or complaints related to possible harassment, discrimination, or retaliation based on a protected category. In addition to this formal complaint mechanism, the District has implemented a web-based platform where employees may anonymously report and anonymously email the General Manager directly.

Along with the above procedures, the District believes that the most effective employer/employee relationships are developed through trust and communication between employees and management. In furtherance of this belief, the District maintains an "open door" policy. Employees may, from time to time, have complaints, suggestions or questions regarding their job duties, the working conditions or the treatment that they receive. These good-faith complaints, suggestions or questions are important to the District.

It is the policy of the District that if any employee has a concern within their work environment, they shall allow their immediate Supervisor or Director to address their concern. If the employee is not satisfied with the Supervisor or Director's response to the concern, the employee shall then bring that concern to next level of authority respecting the appropriate chain of command. The final level of review and decision-making authority regarding the employee's concern shall rest with the General Manager and Human Resources.

Although the District cannot guarantee that in each instance the employee will be satisfied with the result, the District will attempt in each instance to explain the result to the employee if the employee is not satisfied. The District will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

311 EXIT INTERVIEW

An exit interview may be requested, but not required, of an employee who submits a written resignation. The interview shall be conducted by the Human Resources & Risk Manager or Director and/or a designee.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **SECTION 100 CLASSIFICATIONS AND SALARY SCHEDULE**	POLICY NO. 001 - 400
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 400 CLASSIFICATIONS AND SALARY SCHEDULE

Classification and Salary Schedules are established and approved by the District's Board of Directors.

401 SCHEDULE REVIEW BY THE BOARD

Prior to the second meeting in June of each fiscal year, the Board reviews the Classification and Salary Schedule, attached as Exhibit "A", to add to and clarify position titles and to otherwise make provisions which, in its judgment, it considers necessary and proper to the efficient operation of the affairs of the District.

402 PAYROLL PERIODS

A payroll period means the period consisting of fourteen (14) calendar days which is the time period for the District issuing salary payments.

There are twenty-six (26) equal payroll periods per year.

Every other Thursday is established as payday. Should pay day fall on a holiday, payday shall be the day before the holiday.

403 SEPARATION PAY

Upon separation from employment, an employee shall receive pay equivalent to all hours worked for which he or she has not already been compensated, as well as all accrued vacation, management leave hours (pro-rated) and available floating holidays not used.

The separation paycheck shall be issued as follows:

1) The employee shall receive payment one pay period following the separation from employment.

2) Final payroll checks are processed and released through Direct Deposit.

404 ADVANCEMENTS

Salary advancements (also known as salary increases or raises) shall be made upon evidence of satisfactory performance, which is defined as meeting the work, conduct, attitude, educational requirements, and aptitude standards established by the District.

Employees may be considered eligible for salary increases on an annual basis until the employee reaches the cap level of his/her job classification.

Advancement in salary is not automatic. It should be considered a reward for meritorious service. Employees must meet goals and expectations set forth by their supervisor in a satisfactory manner before a salary advancement will be awarded.

Employees who receive a Satisfactory or above (3 -5) Annual Performance Evaluation may receive up to two steps increase.

Employees who receive below a Meets Expectation (1-2) may receive a one-step advancement increase. The Supervisor will be required to include goals and objectives to improve in the areas needed.

At no time can an employee receive more than a 2-step increase related to a single evaluation period.

405 COST-OF-LIVING TYPE SALARY ADJUSTMENTS

All cost-of-living type salary adjustments shall be approved by the Board of Directors and become effective as determined by the Board.

(To the extent there is a conflict between the Human Resources Personnel Policies & Procedures Manual and the MOU, the Union has the right to bargain the effects of the changes).

406 SERIES RECLASSIFICATION

The series reclassification is for the reclassification of employees from entry/training classifications to up to journey level classifications.

Full-time employees who have been hired into entry/training classifications (see classifications listed below) may be reclassified by the General Manager to the next higher classification upon acquiring the skills and experience (including satisfactory completion of the probationary period) required for that classification.

An employee in an entry/training classification may be considered for reclassification to the next higher-level position in his/her classification series. This progression is considered a reclassification since it is based on the fact that the employee is performing at a higher-level classification within their series. Such reclassifications are not automatic, however, and require the department to evaluate the employees' performance.

The criteria to be considered when evaluating the employees' qualifications for reclassification should include answers to the following:

1. The employee must meet the minimum requirements of the next higher-level classification.

2. The employee must possess the required education and/or certifications for the next higher classification.

3. The employee must substantially exceed the performance standards established for the current position held.

4. The employees' responsibilities and skills must increase during the time they carry out the essential functions in the current classification held so that the individual is performing his/her duties at the next series level.

If a Department Director determines that an employee is eligible for reclassification, he/she should submit a memo to the Human Resources and Risk Manager outlining the reasons for the reclassification, along with a copy of the employee's performance evaluation. If approved by the General Manager, the reclassification will be effective at the beginning of the next pay period following approval.

Entry Level Positions Eligible for Journey Level Reclassification

1. Accounting Specialist	I - III
2. Customer Service Representative	I - III
3. Development Coordinator	I – III
4. Engineering Inspector	I - III
5. Executive Assistant	I – II
6. Meter Services Operator	Assistant – III
7. Public Outreach and Government Affairs Representative	I- II
8. Support Services Specialist	I – II
9. Water Distribution Operator	Assistant - III
10. Water Production Operator	I - III
11. Water Treatment Operator	I – III

APPROVAL DATE April 16, 20265	HR POLICY TITLE **ATTENDANCE**	POLICY NO. 001 - 500
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 500 ATTENDANCE

Employees showing up to work is very important in order for the District to be able to conduct its business. The following are the attendance guidelines and rules for all employees, including all exempt and non-exempt employees.

Please note that the following guidelines do not apply to time off of work that qualifies for the initial 40 hours, or 5 days, of accrued but unused available paid sick leave as provided by the District's Sick Leave Policy. Employees can in no way be disciplined, terminated, or retaliated against for use of their initial 40 hours, or 5 days, of accrued paid sick in each 12-month period, as defined in the District's Sick Leave Policy. Additionally, employees are not required to provide documentation supporting time off of work that qualifies under the initial 40 hours, or 5 days, of paid sick leave under the District's Sick Leave Policy, unless medical certification is required pursuant to another leave law.

501 ADVANCE REQUEST FOR PERMISSION TO DEVIATE FROM REGULAR WORK HOURS

A non-exempt employee is required to seek advance (at least one week) permission from his or her supervisor for any foreseeable absence or deviation from regular working, break, and mealtimes.

502 NOTIFICATION OF UNFORESEEN LATE ARRIVAL OR ABSENCE

A non-exempt employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than thirty (30) minutes after the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the department head.

503 UNAUTHORIZED ABSENCE IS PROHIBITED

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

504 EXCESSIVE TARDINESS/ABSENTEEISM AND ABUSE OF LEAVE

Excessive tardiness occurs when a non-exempt employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period.

Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by state or federal law exceeds three days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Similarly, dishonesty about the need for leave may be grounds for discipline, up to and including termination.

Should the District suspect that there is an abuse of leave by an employee, the District may require that the employee submit documentation to support the absence.

505 ACCURATE TIME REPORTING

All employees must accurately report all work time to the nearest fifteen minutes. Each employee is responsible for the daily recording of all time worked. Nonexempt employees must also record departure from work for any non-work-related reason. Failure to do so will subject an employee to discipline, up to and including discharge. Submitting time for another employee is grounds for discipline, up to and including termination.

Employees are responsible for reviewing their time entries for accuracy and confirming that their paychecks accurately reflect their actual hours worked. If there are any errors on an employee's paycheck, they must report the error to their immediate supervisor in writing within seven (7) days of the affected pay period. Any pay correction will be included in the pay period for the time period in which the correction occurred, unless otherwise stated at the time of the correction.

Altering, falsifying, and tampering time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment. Exempt employees may also be required to record their time worked and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

506 NO VOLUNTEERING OF WORK TIME

All time spent for the benefit of the District must be reported as hours worked on time records so that the employee is paid for all work. Non-exempt employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties for the District.

Employees have no authorization to work without compensation. No supervisor has authority to request non-exempt employees to volunteer work time.

APPROVAL DATE	HR POLICY TITLE	POLICY NO.
April 16, 2026	**EMPLOYEE APPEARANCE AND DRESS**	001 - 600
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 600 EMPLOYEE APPEARANCE AND DRESS

These dress code, tattoo, and body piercing appearance standards are designed to promote the District's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

It is important that our District convey to the public, customers, and business associates the best possible image. This Section is intended to provide standards on dress and appearance and is not meant to address all situations. There may be differences depending on the nature of the work environment, nature of work performed, involvement with the public, required uniforms, or other circumstances identified in advance by the District. The standards in this Section apply when the employee has officially reported to work. Managers are responsible for enforcement of this Code among their employees.

601 DRESS CODE

Employees are required to dress appropriately for the jobs they are performing. The following dress code regulations shall apply to all District employees, unless otherwise stated:

a) All clothing and footwear must be neat, clean, in good repair, and appropriate for the work environment and functions performed. Loose clothing is not to be worn when operating equipment, as shown in the District's Safety and Injury Illness Prevention Program Manual.

b) Prescribed uniforms and safety equipment must be worn.

c) Hair must be neat, clean and well-groomed. The District will not consider traits that are commonly associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks, and twists, inappropriate under this Policy. However, the District may prohibit hairstyles based on a bona fide occupational qualification or applicable security regulations. Hair must be of a style and length to avoid coming into contact with moving equipment.

d) Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion. Beards and mustaches must be of style and length to avoid coming into contact with moving equipment.

e) Good personal hygiene is required.

f) Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.

g) No dress code can cover all contingencies so employees must use good judgment in their choice of clothing and shoes worn to work. Employees must use common sense. For example — If you would wear it to the beach or pool, it is not appropriate for the workplace.

Casual dress is every Friday, the week of Thanksgiving, the two weeks at Christmas and New Year's, and any other day as designated by the General Manager.

2) Additional Guidelines for Non-Field Employees

DO

- WVWD logo attire on designated casual days
- Blouses, sweaters, knit tops, and banded-collar shirts
- Collared polo shirts, Oxford button-down shirts, and golf/polo shirts
- Sport coats, blazers, suits (ties optional), and dresses
- Slacks, dress pants, khakis, chinos, twill pants, and corduroys
- Capri pants (professional style) and casual skirts/culottes/Bermudas (below the knee)
- Crewneck sweatshirts (neat and professional)
- Turtlenecks and sweaters
- Footwear such as loafers, dress shoes, flats, pumps, ankle/knee boots, dress sandals, or leather deck shoes
- Tights worn with skirts or dresses of acceptable length (no more than 2.5" above the knee)

CASUAL DAYS ONLY

- WVWD logo shirts or polos
- Jeans (neat, without rips or frays)
- Casual skirts, culottes, Bermudas (below the knee), and capri pants
- Casual footwear such as sneakers, casual boots, western boots, or sandals
- T-shirts or crewneck shirts that are plain or WVWD-branded
- Sports team or university shirts (appropriate and in good condition)

DON'Ts (no exceptions)

- Loungewear, sweatpants, running suits, shorts, or overalls
- Flip flops, slippers, or unsafe footwear
- Spandex pants, leggings, jeggings, or skin-tight clothing
- Short or tight skirts, mini-skirts (more than 2.5" above the knee)
- Spaghetti strap or strapless tops/dresses (e.g., beachwear)
- Velcro sandals (e.g., Tevas, Birkenstocks)
- Clothing with offensive words, logos, pictures, cartoons, or slogans
- Torn, ripped, frayed, or transparent clothing
- Clothing revealing cleavage, back, chest, stomach, or underwear
- Hoodie-type sweatshirts

3) Additional Guidelines for Field Employees

a) Clothing

The District supplies all field personnel with uniforms. Any field employee not wearing a complete uniform while performing District functions is subject to disciplinary action.

Uniforms are not to be worn for personal use. Each employee who is required to wear a uniform will be issued the necessary amount of uniforms.

b) Field employees shall wear their uniforms on casual days.

The District shall determine the uniform to be worn by the uniformed supervisors and shall be as follows: white one-pocket dress shirts (short or long sleeved); blue chino-type pants; a District logo and name tag or a photo identification clipped to the shirt.

All other field employees who have routine customer contact in the field or off-premises shall wear a District issued uniform. The District uniform to be worn by field employees shall be as follows: blue button-down shirts or t-shirts (short or long sleeved); blue chino-type pants; a District logo and name tag or a photo identification clipped to the shirt.

Supervisors will ensure all their employees are wearing complete uniforms. Failure to wear a complete uniform may result in disciplinary action.

The District will replace torn, worn out, or damaged uniforms, as they occur during the normal course of the employee's workday, at no cost to the employee. However, lost or missing uniforms are the responsibility of the employee and the cost of replacing lost or missing uniforms will be billed to the employee.

Employees who are issued District uniform(s) are required to provide a refundable security deposit, which will be collected at the time the uniform is issued. Upon separation from the District an employee is required to return all uniforms. The security deposit will be fully refunded to the employee upon return of the uniform(s). If a uniform is lost, damaged beyond normal wear and tear, or not returned, the security deposit may be forfeited.

4) Compliance

If clothing fails to meet these standards as determined by the employee's director, supervisor or the Human Resources & Risk Manager, the employee may be sent home to change clothes and will be required to use vacation or floater hours for time away from work.

If hours are not available, the time away from the office for non-exempt employees will be unpaid. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

If an employee has questions about how these standards apply to him or her, the matter should be immediately raised with his/her supervisor for consideration and determination.

602 FOOTWEAR

All field employees are required to wear steel-toed safety shoes or boots. The District will reimburse each field employee annually on or after the employee's hire date then on or after the employee's anniversary date; thereafter, for said shoes or boots upon proof of purchase.

The maximum reimbursement amount allowed for the purchase of acceptable shoes or boots and will be set per the Board of Directors (see Salary Schedule Exhibit A).

If an employee has questions about how these standards apply to him or her, the matter should be immediately raised with his/her supervisor for consideration and determination.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **WORK SCHEDULES WORK WEEK, REST BREAKS, ON CALL, OVERTIME AND COMP TIME OFF**	POLICY NO. 001 - 700
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 700 WORK SCHEDULES WORK WEEK, REST BREAKS, ON CALL, OVERTIME AND COMP TIME OFF

701 WORK SCHEDULES

Work schedules are determined at the discretion of the supervisor and department head and are subject to change with or without notice, according to the needs of the department or the District. An overtime-eligible employee shall be in attendance and at work during the hours specified by the supervisor.

702 DIFFERENT SCHEDULES

The District has established the following work schedules:

a) Standard Schedule:

Employees work eight (8) straight time hours per day, Monday through Friday, forty (40) straight time hours per work week.

b) 9/80 Schedule:

Employees work nine (9) straight time hours per day, Monday through Thursday and work eight (8) hours every other Friday, averaging forty (40) straight time hours per work week, with employee being off every other Friday.

c) 4/10 Schedule:

Employees work ten (10) straight time hours per day for four days per week, forty (40) straight time hours per work week.

d) Rotation Schedule:

Employees' schedules consist of a variation of the above schedules, forty (40) hours per work week.

703 WORK WEEK

For employees on the standard, 9/80 and 4/10 schedules, the work week begins at 12:00 p.m. on Friday and ends the following Friday at 11:59 p.m.

For employees on the rotation schedule (Water Treatment and Production), the work week begins at 12:00 a.m. on Friday and ends the following at 11:59 p.m. on Thursday.

704 REST BREAKS AND MEAL PERIODS

a) Rest Period:

Employees receive one fifteen (15) minute paid break for every four (4) hours of work, to be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the workday or to extend the meal period. Employees shall not leave the job site or the area of the District office during rest breaks. Employees are not required to clock in or out during these rest breaks.

b) Meal Period:

A meal period of no less than thirty (30) minutes and no more than sixty (60) minutes unpaid, will be provided to all full-time; non-exempt (overtime-eligible) employees who work at least an eight-hour workday.

A 30-minute non-compensated meal period will be provided to non-exempt (overtime-eligible full-time) employees who work more than five hours, but less than eight hours during the workday. Supervisors will schedule an employee's meal period. Employees shall not perform any duties during his/her meal period.

Non-exempt (overtime-eligible) employees are responsible for taking their meal period at a time designated by the supervisor.

Employees may leave the job site or District office during meal periods. Employees are responsible for returning to work on time at the conclusion of their meal period.

705 ON-CALL POLICY

On-call employees are not expected to disrupt their normal routine day-to-day activities while being on-call but are expected to remain within the general area of the District and carry a District cell phone (charged and turned on) at all times when away from any previously arranged telephone location.

The "general area of the District" means that the employee should be able to return to District offices in no more than 60 minutes.

On-call employees are also expected to refrain from any activities that might impair the performance of their assigned duties if called back to work. On-call employees are required to comply with all District policies, including the policy on Drug and Alcohol use.

A schedule shall be maintained by the Director of Operations whereby field employees and supervisors shall be assigned, on a rotational basis, to be "on-call" after hours, on weekends, holidays, and other times not considered regular hours of work for District employees.

On-call employees shall be required to respond to a call or radio notification immediately and not longer than 10 minutes. If the problem cannot be fully addressed by telephone or radio communication within 15 minutes (for those with computer access; all others must be in route within 10 minutes), the on-call employee is required to be in route to the source of the problem and arrive at the source of the problem within the normal safe response time from the employee's location, but no more than 60 minutes from departure.

Exceptions will be reviewed on a case-by-case basis for reasonableness by the supervisor, taking in account safety concerns such as road conditions or traffic issues that may warrant a longer response time.

1) If the on-call employee does not respond to notification after two attempts by District personnel, the on-call employee will not receive on-call pay for the shift and is subject to discipline in accordance with the District's discipline policy. On-call employees will serve on-call for one (1) week beginning on Monday at 8:00 a.m. through the following Monday, 8:00 a.m. or Tuesday at 8:00 a.m. through the following Tuesday, 8:00 a.m., depending on operational needs as determined by the District. Should the on-call week be from Monday through the following Monday and unless the following Monday is a Holiday, then in which case the on-call period will end at 8 a.m. on Tuesday.

2) Call Backs

    a) If an on-call employee is called back to work after normal work hours, he or she shall receive a minimum of two (2) hours overtime pay.

    b) The call back period shall begin when the employee receives the call from either the on-call dispatcher or answering service. The call back period shall end when completes all assigned work and leaves the District premises where he or she was working.

c) If the on-call employee receives an additional call(s) within two (2) hours of the start time for the first call and/or before the call back period ends, the employee shall not receive a second two (2) hour minimum overtime pay, but will receive overtime pay for any time actually worked beyond the two (2) minimum.

This rule applies regardless of the number of calls the employee receives during the initial two-hour period and during the callback period. In order for the employee to receive a new two (2) hour minimum, he or she must receive a call two (2) or more hours after the start time for the first call-out and after the callback period has ended.

d) The on-call employee shall receive his/her call from the answering service, SCADA alarm and/or facility alarm services, a supervisor, or a member of the administrative staff, unless prior arrangements are made for the on-call employee to receive calls from other sources.

3) On-Call Employees

On-call dispatchers shall document the time spent actually answering and responding to calls.

a) When time spent answering and responding to calls is less than 60 minutes a day, the only compensation will be the on-call pay of one (1) hour of overtime pay for that day.

b) When time spent answering and responding to calls exceeds 60 minutes in a day, the time in excess of 60 minutes shall be considered hours worked in 15-minute increments and will be paid at the overtime rate in accordance with the Overtime Policy, set forth below.

706 OVERTIME

Overtime is all hours an overtime-eligible employee works over forty (40) hours in his or her designated work week. Time worked includes actual hours worked, sick leave used, District-recognized holiday during the work week, vacation, jury duty, and other authorized leave time used during the work week.

a) Due to the nature of demands on the District, all employees may be asked to work beyond normal employee's scheduled work shift or forty (40) hours per work week. Overtime-eligible employees who are directed to work overtime must do so.

b) Overtime will be paid at time and a half (1.5 times) the employee's regular rate of pay. However, if an employee is scheduled to work a shift or be on-call on a District-recognized holiday, they shall not receive overtime but instead will receive holiday pay plus **the employee's regular rate of pay** for the actual time.

c) If an employee is called back to work after hours, on weekends, holidays or other times not considered regular hours of work, overtime shall begin at the time the employee arrives at the District or job site. The only exception to this is provision is for on-call work, discussed above in section 705. For on-call work, the start time for overtime pay to begin shall be at the time the employee receives the call from either the on-call dispatcher or answering service.

d) Unless the Human Resources & Risk Manager specifies otherwise in writing, overtime-eligible employees may not have remote access to District equipment, resources, or email.

e) Non-Exempt employees are not permitted to work overtime except as directed and authorized by their supervisor, or in case of emergency, as determined by the District. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.

2) Exempt Employees

"Exempt" employee means an employee in a position classification not entitled to overtime.

Generally, employees hired in an administrative/management and supervisory staff (i.e., employees who spend at least 51% of work time utilized in supervising only and in a non-working status) shall be considered "Exempt" employees.

Refer to Exhibit A, the Classification and Salary Schedule, for positions that are considered exempt.

707 COMPENSATORY TIME OFF

An overtime-eligible employee may opt to accrue compensatory time-off (CTO) in lieu of cash payment for overtime worked if his or her supervisor agrees prior to overtime work being performed.

a) Accrual Rate:

CTO accrues at the rate of 1.5 hours for each hour, or fraction thereof, worked after 40 hours within the employee's designated work week.

Like overtime, time worked includes actual hours worked, sick leave used, District-recognized holiday during the work week, vacation, jury duty, and other authorized leave time used during the work week.

CTO cannot be accumulated in excess of eighty (80) hours at any given time. Once an employee has a CTO balance in excess of eighty (80) hours he/she shall be paid in cash for all CTO hours in excess of eighty (80) hours.

b) Employee Request to Use CTO:

The District will grant an employee's request to use accumulated CTO provided that: 1) the department can accommodate the use of CTO on the day requested without undue disruption to department operations; and 2) the employee makes the request in writing to the supervisor no later than seven days prior to the date requested.

If the employee does not provide seven days' notice, or if the department cannot accommodate the time off without undue disruption, the District will provide the employee with the opportunity to cash out the amount of CTO requested at the end of the current pay period.

c) Upon reasonable notice to the employee, the supervisor may direct the employee to take earned CTO. The District also reserves the right to cash out accumulated CTO at any time.

d) Whenever possible, CTO should be taken within the year it is earned.

e) An accounting of the employee's CTO balance is provided to employees in their biweekly check stubs.

f) During employment, CTO is cashed out at the employee's current FLSA regular rate of pay (including all FLSA-applicable salary differentials and special pays).

g) Employees separating from District service shall be compensated for all accrued, unused compensatory hours at their current FLSA regular rate of pay, or their average FLSA regular rate for the prior three years, whichever is higher.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **BENEFITS**	POLICY NO. 001 - 800
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 800 BENEFITS

Employees who have questions about the benefit programs offered by the District should contact the Human Resources Department.

Employees must notify the Human Resources Department immediately of any life event changes such as marriage, divorce, legal separation, birth or adoption and death as these have an effect on insurance coverage.

801 LOOK-BACK MEASUREMENT AFFORDABLE CARE ACT POLICY

The District is committed to ensuring compliance with the Patient Protection and Affordable Care Act (ACA) and the Internal Revenue Code ("Code") Section 4980H Shared Responsibility for Employers regarding Health Care Coverage.

The District adopted the Look-Back Measurement Method Safe Harbor provision of the ACA to determine the full-time status of employees where section 4980H defines "full-time" status with respect to a calendar month as "an employee who is employed an average of at least 30 hours of service per week." For this purpose, an employee's "hours of service" include: (1) each hour for which the employee is paid, or entitled to payment, for the performance of duties for the employer, and (2) each hour for which an employee is paid, or entitled to payment by the employer on account of a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence (except that no more than 160 hours of service will be counted for an employee on account of any single continuous period during which the employee was paid or entitled to payment but performed no duties).

Beginning January 1, 2014, the ACA required the District to offer health insurance coverage to at least ninety-five percent (95%) of employees who work, on average, thirty (30) or more hours per week and their dependent children that meets or exceeds the requirements of affordability and minimum value described in the standards of "employer-sponsored minimum essential coverage" set forth in the Code Sections 36B(c)(2)(C) and 4980H and the Treasury Regulations published thereunder or pay tax penalties and show proof. The District establishes the Look-Back Measurement Method Safe Harbor with regard to all ongoing employees as follows:

Standard measurement period:	November 1 - October 31
Administrative period:	November 1- December 31
Stability Period:	January 1 through December 31

The District is required to offer newly hired full-time employees with employee health insurance coverage meeting the standards of minimum essential coverage no later than the first day of the fourth full calendar month of employment if the employee is still employed on that day. Newly hired part-time, seasonal, and variable hour employees are subject to an entirely different set of rules that allow coverage to be delayed without penalty. The mechanics of the Look-Back Measurement Method Safe Harbor for these employees, and for ongoing employees, relies on two sets of "measurement periods," corresponding "stability periods," and optional "administrative periods." The District establishes the following periods for new, part-time, seasonal, and variable hour:

1) Initial Measurement period:

   Twelve months (beginning on the first of the month following the first date of work).

2) Administrative period:

   One month following the initial measurement period.

3) Stability period:

   Twelve months following the administrative period. The District may amend the measurement periods, administrative period and the stability period.

4) Procedure:

   Upon hire, the District will determine whether a new employee is expected to be a full-time employee, part-time employee, seasonal employee or variable hour employee. If the employee is expected to be full-time, the District will offer the employee health coverage the month following appointment. If the new employee is expected to be part-time, the District will offer the employee health coverage the month following appointment. The Finance Department will provide Human Resources and department supervisors with reports summarizing part-time hours worked. The Finance and Human Resources Department will share the responsibility of providing Employer Notifications, as required by the Department of Labor and in compliance with IRS reporting requirements. Once a newly hired full-time, part-time, seasonal, or variable hour employee completes one full standard measurement period, he or she is no longer a full-time, variable hour, seasonal employee or part-time employee, as the case may be. He or she is, instead and in all cases, an ongoing employee.

5) Allowable Hours:

   Allowable hours for all new, part-time, variable hour and temporary employees will be less than 1,560 hours in the first twelve months of employment.

   Allowable hours for ongoing, part-time, variable hour and temporary employees will vary by position and depend on prior approval from the Manager or her/his designee.

Supervisors are responsible for ensuring their employees do not exceed the maximum allowable number of hours worked. If an employee works more than the maximum allowable number of hours, the District will offer medical coverage to the employee, during the administrative period.

All new, part-time hours worked will be measured over two periods:

a) During the twelve-month period, beginning on the first day of the month following the date of employment.

b) During the standard measurement period. The initial measurement period and the standard measurement period will be applied to variable hour employees regardless of any break in service they may experience during the periods.

If a break in service occurs, the District will calculate the average hours worked by inputting hours of service for the special unpaid leave/break period at a rate equal to average weekly hours of service.

802 EDUCATIONAL REIMBURSEMENT PROGRAM

The District encourages employees to enroll in educational programs which will aid them in the performance of their current jobs or better qualify them for positions which are important to the continued successful operation of the District.

The District provides reimbursement for eligible and pre-approved coursework for regular, full-time employees for certain expenses for a pre-approved educational course(s) or undergraduate/graduate degree programs that will mutually benefit the District and the employee. “Certain expenses” may include registration fees, tuition, books, parking, and/or laboratory fees.

The Human Resources Department is responsible for administering this policy and any policy interpretation or course eligibility questions should be directed to that department. However, the General Manager shall make the final decision on whether to approve or deny the employee educational assistance requests at his or her discretion.

The Board of Directors has the right to unilaterally amend or repeal this policy at any time at its discretion.

1) ELIGIBILITY

Regular, full-time employees are eligible for education reimbursement once they have passed their probationary period, provided their job performance is Satisfactory in the evaluation period prior to enrollment in any course(s) and they are on the payroll at both the beginning and conclusion of the course(s).

The education is subject to reimbursement if the education is undertaken to:

a) Maintain or improve competency in the current job.

b) Provide related knowledge in order to advance to a higher-level position in the field.

c) Provide the training/knowledge needed to progress on any approved career path at the District.

2) ELIGIBLE COURSES

Courses eligible for reimbursement loans are those taken at an accredited college, university, technical or business school. Correspondence or online courses do not qualify unless offered by an accredited college or university.

"Accredited" is defined as a college or university that has been accredited by an accrediting association recognized by the U.S. Department of Education or the Council for Higher Education Accreditation (CHEA).

Courses taken under this program shall be attended on the employee's own time, during hours other than scheduled work hours.

3) PRE-APPROVED COURSE WORK

Course work must be approved by the Human Resource Department prior to enrollment to be eligible for reimbursement.

4) REIMBURSEMENT

The employee is responsible for paying for the courses at the time of enrollment. Upon receiving approval by the Human Resources Department that the employee has completed the coursework with a "passing" grade of a C or better, the employee will be eligible to receive:

a) $2,500 for all general employees per fiscal year; or

b) $5,000 for all management level employees per fiscal year.

803 STIPEND FOR CLASS "A" DRIVERS' LICENSE

A stipend of $25 per pay period shall be paid to any field employees that have a class "A" drivers' license, are included in the random drug/alcohol testing program, and the license is not required of the position. (See Article 1805)

804 BILINGUAL COMPENSATION

District employees who qualify as a bilingual Spanish speaker by taking a test with a passing score of 70% or higher will receive a stipend of $25 per pay period.

805 INCENTIVES FOR CERTIFICATION

All full-time, regular field and/or office employees that are required by job position to obtain or maintain a Water Treatment/Distribution Operation certificate issued by the State Water Resources Control Board Division of Drinking Water will be reimbursed for the tuition, books and other course required costs associated with obtaining and maintaining said certificate.

The actual cost for the certification will be 100 percent reimbursed by the District. District employees are responsible for renewing their certification and the District will not reimburse late fees for certifications not renewed in a timely manner.

806 COSTS FOR ATTENDING CONFERENCES, SEMINARS, WORK SHOPS

District staff may be authorized to attend water industry and Special District related conferences, workshops and seminars, as well as any other functions or meetings pertaining to the water industry, at District expense, should it be of benefit to the District, subject to the approval of the Human Resources & Risk Manager and the Department Head.

If approved, the cost for attending any of these functions will be paid ahead of time by the District, or it will be reimbursed to the employee if he or she pays for it.

It is the responsibility of the attending employee to inquire with the Human Resources Department regarding what expenses can and will be reimbursed.

All District employees are required to adhere to this Policy and all other District policies, including ***Administrative – Travel Policy***; when attending conferences, seminars and workshops.

807 LONGEVITY PAY

Regular, full-time employees are eligible for longevity pay upon continuous length of service with the District.

Continuous length of service begins with the date the employee was hired as a full-time employee and continues as long as the employee is considered a working or active employee.

Longevity pay occurs in one annual lump sum payment subject to a satisfactory performance review and the approval of the Department of Human Resources and the General Manager.

After 5 years through the end of the 9th	$150.00
After 10 years through the end of 14th	$225.00
After 15 years through the end of 19th	$350.00
After 20 years through the end of 24th	$475.00
After 25 years	$600.00

APPROVAL DATE April 16, 2026	HR POLICY TITLE **DISTRICT HOLIDAYS**	POLICY NO. 001 - 900
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 900 DISTRICT HOLIDAYS

Full-time employees, with the exception of temporary employees, receive the holidays listed below with pay.

Holidays which fall on Saturday shall normally be observed on the preceding Friday. Holidays which fall on Sunday shall normally be observed on the following Monday. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against the employee's earned vacation benefits.

1) New Year's Day
2) Martin Luther King, Jr. Day
3) Presidents' Day
4) Juneteenth
5) Memorial Day
6) Independence Day
7) Labor Day
8) Veteran's Day, November 11th, or as designated
9) Thanksgiving Day
10) Day after Thanksgiving
11) Day before Christmas Day
12) Christmas Day
13) Day before New Year's Day
14) Floating Holiday- Effective January 1' of each Calendar Year
15) Floating Holiday-Effective July 1st of each Fiscal Year

Employees entitled to paid holidays or floating holidays shall be paid for the number of hours the employee was scheduled to work had it not been a holiday or floating holiday.

902 FLEX TIME HOLIDAY

If a District holiday falls on a non-working day under the 5/40 schedule, 9/80 schedule, 4/10 schedule or rotating schedule, each employee will receive a full day's work hours added to the employee's holiday accrual bank to be used at another time designated by the employee with Supervisor approval.

903 FLOATING HOLIDAYS

Additionally, every employee, shall be entitled to the number of hours based on their assigned schedule (i.e., 5/8 – (8 hours), 4/10 and 9/80 (10 hours) of personal holiday credit per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July. No employee shall lose a personal holiday credit because of the change from calendar to fiscal year crediting. The department head or designee may require the employee to provide five working days' advance notice before a personal holiday is taken and may deny use subject to operational needs. An employee may elect to receive 8 or 10 hours of holiday credit for observance of a holiday or ceremony of the employee's religion, culture, or heritage in lieu of receiving their 8 or 10 hours of personal holiday credit.

904 HOLIDAY WORK

A non-exempt employee who is required to work on a holiday will receive holiday pay and straight time pay for the actual time worked on the holiday.

905 HOLIDAY WHILE ON VACATION

If one or more holidays falls within a vacation leave that an eligible full-time employee is taking, such holiday shall not be charged as vacation leave.

906 SPECIAL SIGNIFICANCE HOLIDAY

The Board of Directors shall have the authority to grant a holiday in any year on any nationally recognized holiday, if there is some special significance given the holiday to be celebrated.

907 BOARD APPROVED CLOSURE DAYS DURING DECEMBER/JANUARY

The Board of Directors shall have the authority to approve closing the District's regular work days during the Christmas holiday season in any year. The dates approved for closure are not considered observed holidays.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **VACATION**	POLICY NO. 001 - 1000
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 1000 VACATION

Vacation is an earned right to a leave with pay for recreation and well-being of the employee.

1001 ACCRUAL OF VACATION TIME

For regular full-time employees, vacation leave accrues per complete pay period and is credited each pay period. Vacation leave will not accrue during leaves of absence without pay unless required by law.

Length of Continuous Service	Annual Vacation Allowance	Per Pay Period Accrual	Maximum Allowed Accrued Vacation
After 1 Year	80 Work Hours	3.1 Work Hours	120 Work Hours
After 4 Years	120 Work Hours	4.6 Work Hours	180 Work Hours
After 9 Years	160 Work Hours	6.2 Work Hours	240 Work Hours
After 14 Years	200 Work Hours	7.7 Work hours	300 Work Hours

Once an employee's vacation accrual allowance reaches the maximum allowed accrued vacation, the employee will no longer continue to accrue vacation time until the balance falls below the accrued maximum. Once the accrued vacation balance falls below the accrued maximum, the employee will begin to accrue vacation time again, up to the maximum.

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

The District may, at its discretion, require an employee to use accrued vacation.

1002 APPROVAL FOR SCHEDULING VACATION TIME

Vacation leave may not be used until it is earned and vacation periods shall be taken annually with the approval of the employee's supervisor.

The scheduling of vacation time off will be based on the employee's preference and the District's operational needs.

Vacation leave shall be taken at such time as will not impair the work schedule or efficiency of the District.

Employees must provide as much notice as possible and provide two weeks' notice for vacation requests of one week or more.

1003 VACATION CASH OUT

Employees may cash out four (4) times during the year for a maximum of 160 hours of their accrued vacation/floater time, as long as they maintain a minimum of 80 hours of accrued vacation/floater time and they have used 40 hours of accrued vacation/floater time in the previous 12- month period.

The cash out increment can be any combination with a minimum of 20 hours and a maximum of 160 hours within the calendar year. The request needs to be submitted to the Human Resources Department.

1004 FLOATER HOURS

The employee is allowed a maximum of 80 floater hours. Once an employee's floater accrual allowance reaches the maximum allowed, the employee will no longer continue to accrue floater time until the floater hours are used or cashed out.

Once the accrued floater balance falls below the accrued maximum, the employee will begin to accrue floater time again, up to the maximum.

1005 MANAGEMENT LEAVE

Executive Management Staff may be granted 80 hours of Management Leave per fiscal year, with exception to the General Manager, Assistant General Manager, and Chief Financial Officer may be granted 120 hours of Management Leave.

Operation Department Supervisory staff* and the Senior Public Outreach & Government Affairs Representative may be granted 40 hours of Management Leave per fiscal year.

The amount of management leave hours granted will be prorated depending on the month when the employee is hired or promoted. Upon separation/termination of employment the amount of management leave hours will be prorated.

Executive/Management Staff includes the Public Outreach & Government Affairs Manager, Director of Engineering, Director of Operations, Human Resources & Risk Manager, Director of Technical Services, Finance Manager, Business Systems Manager, and Board Secretary.

*Operation Department Supervisors includes the Chief Water Systems Operator- Distribution and Meter Services, Chief Water Systems Operator – Production, Chief Water Systems Operator – Treatment and Water Quality Supervisor.

Management Leave Cash Out

Employees entitled to Management Leave shall have any unused remaining hours automatically cashed out at the end of the fiscal year during the month of June.

Management Leave will not be carried over into the next fiscal year. The cash out will be processed directly by Human Resources and Payroll, and no action is required by the employee.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **SICK LEAVE**	POLICY NO. 001 - 1100
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 1100 SICK LEAVE

1101 PURPOSES FOR SICK TIME OFF

Employees who are hired to work at least thirty days are eligible for California Paid Sick Leave.

Sick leave is paid leave from work that can be used for the following purposes: diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members.

For purposes of this policy, "family member" means (1) an employee's child (biological, adopted, or foster child, stepchild, legal ward, or in loco parentis), regardless of age or dependency status, (2) an employee's (or an employee's spouse or registered domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian or a person who stood in loco parentis, (3) an employee's spouse or registered domestic partner, (4) an employee's grandparent, (5) an employee's grandchild, (6) an employee's sibling, or (7) a designated person which is a person identified by the employee at the time the employee requests paid sick days. An employee is limited to one designated person per 12-month period for paid sick days.

For an employee who is a victim of domestic violence, sexual assault, or stalking to:

1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or

2) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Sick leave shall not be used for vacation or personal leave, unless approved by the employee's Supervisor, the Department Head and the Human Resources Manager or his/her designee.

1102 TERMS OF SICK LEAVE

1) All employees shall accrue a minimum of 24 paid sick hours by their 120th calendar day of employment for the District and accrue a minimum of 40 paid sick hours by their 200th calendar day of employment. This accrual obligation is applicable on a rolling 12-month basis.

2) Accrual & Carryover for Different Categories of Employees, subject to the requirement above:

a) Full time employees who are not temporary accrue 3.7 hours of sick leave for each complete pay period of paid status; part-time employees accrue sick leave in an amount prorated to the lower number of hours they work each calendar month in paid status, but under no circumstances will accrue no less than 1 hour for every 30 hours worked. Accrued sick leave carries over from year to year. No accrual limit applies.

b) A temporary employee who works 30 or more days within a year from the commencement of employment with the District accrues one hour of paid sick leave for every 30 hours worked. Accrued and unused sick leave carries over to the following year of employment, but a temporary employee stops earning sick leave once he or she has accrued 80 hours or 10 workdays/ shifts, whichever is greater.

1103 SICK LEAVE USE

An employee may use accrued sick leave, in a minimum increment of two hours, beginning on the 90th day after the first day of employment with the District, subject to the limits and request provisions in this Policy.

The District encourages its employees to maintain sufficient paid leave balances in the event the employee is subjected to an unforeseen emergency or incident requiring multiple days off with little or no notice to the supervisor.

1104 SICK LEAVE REQUEST

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor one to two weeks advance written or oral notice.

If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable.

If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.

Failure to request sick leave as required by this Policy without good reason may result in the employee being treated as absent without leave.

1) Certification

The District may require any employees who are not temporary to provide documentation to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee.

The District also retains the right to require a medical release for any sick leave absence exceeding five (5) consecutive workdays.

All employees, including temporary employees, who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

1105 SICK LEAVE ON SEPARATION FROM EMPLOYMENT

For temporary employees, unused sick leave cannot be cashed out. For all other employees, the following provisions apply:

1) Conversion of Sick Leave

i. Upon retirement, permanent disability or death, an employee, or estate of a deceased employee, may elect to have all accrued sick leave applied to such employee's PERS retirement account as provided for in the contract between PERS and the District. Such employee, or estate of a deceased employee, must elect to apply one hundred percent (100%) of accrued sick leave to such employee's PERS retirement account, or Sections (ii) and (iii) below shall apply.

ii. In the event the employee, or estate of a deceased employee, does not make the election pursuant to Section (i) above, upon retirement, permanent disability or death, an employee or the estate of a deceased employee will be paid for unused sick leave accrued to the date of retirement, permanent disability, or death, based upon the formula below.

Sick Leave Accrued as of Date of Retirement, Permanent Disability, or Death	Percentage (%) to be Paid
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 960 Hours	50%

iii. Upon retirement, permanent disability or death, all accrued and unused sick leave above the cash payment formula shall be applied to the employee's PERS retirement account as provided for in the contract between PERS and the District or an employee may elect to allow all sick leave to be applied to the retirement account.

In no event shall any employee, or estate of a deceased employee, receive cash payment under this Section in excess of four hundred eighty (480) hours.

1106 SICK LEAVE CASH OUT

The District will pay up to forty (40) hours of accrued sick leave per year under the following conditions:

- A total of 100 hours must be maintained after reimbursement.
- The request for reimbursement must be submitted in writing to the Human Resources Department.
- The General Manager and/or Human Resources & Risk Manager must approve all requests,
- Sick Leave Cash Out payments will be made on an off-cycle payroll week in November.

1107 SICK LEAVE REINSTATEMENT

If an employee separates and is rehired within one year from separation, accrued and unused sick leave that was not cashed out by the employee upon their separation will be reinstated.

An employee who worked at least 90 days in the initial employment with the District may immediately use reinstated sick leave.

An employee who had not worked 90 days in the initial employment with the District must work the remaining amount of the 90-day-qualifying period to be able to use accrued sick leave.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **PERSONNEL FILES**	POLICY NO. 001 - 1200
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 1200 PERSONNEL FILES

1201 PURPOSE

The purpose of this section is to provide the District's guidance and rules regarding personnel files.

1202 CONFIDENTIAL DISTRICT FILES

The District maintains a personnel file on each employee. Files are kept for at least six (6) years after separation of employment.

A personnel file will contain only material that the District deems necessary and relevant or that is required by law. Personnel files are the property of the District, and access to the information they contain is restricted to protect employee privacy interests.

Notification of Changes

Each employee is responsible to promptly notify Human Resources of any changes in his or her contact and benefits information, including mailing address; telephone number; persons to contact in emergency; and number and names of dependents.

1203 EMPLOYEE MEDICAL INFORMATION

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential.

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena or court order.

In the case of an employee with a disability, Directors and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

1204 EMPLOYEE ACCESS TO PERSONNEL FILE

1) Inspection of File:

A current employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect his or her personnel records pursuant to the California Labor Code by sending a signed authorization to the District.

A former employee is entitled to inspect his or her personnel records pursuant to the California Labor Code by sending a signed authorization to the District.

A current or former employee who wishes to review his or her personnel file should make a written request to the Human Resources Department. The inspection must occur in the presence of the Human Resources & Risk Manager or designee and: at a location where the employee works and at a time other than the employee's work time; or 2) at another agreed upon location without loss of compensation to the employee.

2) Copies:

A current or former employee is entitled to receive a copy of his or her personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the Human Resources Department in writing.

The District may charge a fee for the actual cost of copying.

3) Representative's Inspection:

If the current or former employee wishes to have another person inspect his or her personnel file, he or she must provide the person with written authorization.

The Human Resources Department will notify the employee and/or representative of the date, time, and place of the inspection in writing.

4) No Removal of File Documents:

No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

5) Limitations on Access or Copying of Personnel File

Prior to making a copy of personnel records or allowing inspection, the District may redact the names of nonsupervisory employees.

Under no circumstances will the District provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **OUTSIDE EMPLOYMENT**	POLICY NO. 001 - 1300
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
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SECTION 1300 OUTSIDE EMPLOYMENT

Employees cannot engage in outside employment without prior approval.

An employee shall not engage in any paid or self-employment, activity, or enterprise which is inconsistent, incompatible or in conflict with his or her District duties, functions, responsibilities, or that of the department in which he or she is employed at the District. During the workday, employees are expected to devote their full time to the performance of their assigned duties. Any approved outside work, part-time job, hobbies, or personal business must be performed during off duty hours. Off duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.

In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the General Manager, Director/Manager and the Human Resources & Risk Manager prior to undertaking any outside employment as described in this Policy.

1301 AUTHORIZATION AND APPEAL PROCESS

a) Written Request: Any employee who wants to undertake a paid outside employment, activity, or enterprise must submit a written request to his or her department head. The written request must include: the work hours and/or time required; job title or the nature of the activity; the work location; and the supervisor, Director and name of the employer or activity.

b) Analysis and Decision:

The Human Resources & Risk Manager will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at the District. If the Human Resources & Risk Manager determines whether such activity is compatible, or would be if any conditions or restrictions applied, he or she will authorize the activity and specify the conditions/ restrictions in writing, give the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file.

c) One Year Authorization:

An outside employment authorization is valid only for up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he or she must make another request following the process in this Policy.

d) Appeal:

If the Human Resources & Risk Manager denies an employee's outside employment request, the employee may submit a written notice of appeal to the General Manager ten (10) days after the date of the denial. The decision on appeal will be put in writing, provided within ten (10) days after the receipt of the appeal, and will be final.

1302 PROHIBITED OUTSIDE ACTIVITIES

An employee's outside employment, activity, or enterprise may be prohibited if it:

a) involves the use for private gain or advantage of District time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of the District or employment at the District;

b) involves receipt or acceptance by the employee of any money or other consideration from anyone other than the District for the performance of an act which the employee would be required or expected to render in the regular course of his/her District employment;

c) involves the performance of an act in other than his/her capacity as a District employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or

d) involves time demands that would render the employee's performance of his or her regular District employment less efficient or dangerous to the employee.

1) Changes in Outside Employment Status

The employee must promptly report in writing to the Human Resources & Risk Manager any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends; or the authorized employment changes as to the number of work hours, location, or types of duties.

2) Revocation / Suspension of Outside Employment Authorization

Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below.

An employee may appeal the revocation or suspension as provided in this Policy.

a) The employee's work performance declines; or

b) An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the District.

3) Use of District Equipment is Prohibited

Under no circumstances may an employee use any District equipment, vehicles, tools, supplies, machines, or any other item that is District property while an employee is engaged in any outside employment, activity or enterprise.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **FAMILY AND MEDICAL LEAVE**	POLICY NO. 001 - 1400
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 1400 FAMILY AND MEDICAL LEAVE

The District provides family and medical care leave for eligible employees as required by State and federal law.

This Policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). Unless otherwise stated in this Policy, "Leave" means leave pursuant to the FMLA and CFRA.

1) Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination.

2) Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions.

1401 CONCURRENT WITH FMLA AND CFRA

Unless otherwise provided by law, the District will run each employee's FMLA and CFRA leaves concurrently.

1402 DEFINITIONS

12-Month Period

A rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

Single 12 Month Period

A 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.

Family Member

Family member is now defined to include a spouse, registered domestic partner, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, sibling, child (including an adult child or child of a domestic partner), or someone else related to the employee by blood or family like relationship (a "designated person"). The employee may choose one designated person on an annual basis.

Serious Health Condition

An illness, injury impairment, or physical or mental condition that involves:

Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom).

A person is considered "inpatient" when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or

1) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

    a) A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and

    b) Any subsequent treatment or period of incapacity relating to the same condition, that also involves:

    c) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or

    d) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

    e) Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a "serious health condition" only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave. (See section 1504, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)

2) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

    a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.

3) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of but need not be receiving active treatment by health care provider.

4) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of healthcare services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Health Care Provider

5) A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;

6) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;

7) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;

8) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;

9) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

10) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

1403 COVERED ACTIVE DUTY

In the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or

In the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

1) Covered Service-member

   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 is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

2) Outpatient Status

   With respect to a covered service-member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

3) Next of Kin of a Covered Service- member

   The nearest blood relative other than the covered service-member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service-member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service-member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

4) Serious Injury or Illness

   a) In the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered service-member incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the service-member medically unfit to perform the duties of the member's office, grade, rank, or rating; or

b) In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

1404 REASONS FOR LEAVE

Leave is only permitted for the reasons listed below.

a) The birth of a child or to care for the newborn of an employee;

b) The placement of a child with an employee in connection with the adoption or foster care of a child;

c) Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition;

d) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position;

e) Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation (This is a FMLA leave and not a CFRA leave); or

f) Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered service-member of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period. (This is FMLA leave and not a CFRA leave.)

1405 EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if:

a) The employee has been employed by the District for at least 12 months; and

b) The employee has been employed by the District for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

c) An employee is eligible for 12 weeks of parental leave to bond with a new child within one year of the child's birth, adoption or foster care placement if:

d) The employee has been employed by the District for at least 12 months; and

e) The employee has been employed by the District for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

1406 AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered service-member) of leave during any 12-month period.

If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

1) Minimum Duration of Leave

a) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks duration on any two occasions.

b) If leave is requested to care for a child, parent, spouse or the employee him/herself with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Policy is required.

2) Parents both Employed by the District

If both parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave, each employee is entitled to 12 workweeks of leave during any 12-month period.

If both parents of a covered service-member are employed by the District and are entitled to leave to care for a covered service-member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this Policy.

1407 EMPLOYEE BENEFITS WHILE ON LEAVE

1) Group Health Insurance During Unpaid Leave:

Leave under this Policy is unpaid. However, while on unpaid leave, employees will continue to be covered by the District's group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job.

If the employee is disabled by pregnancy, coverage will continue up to four months each leave year.

If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the District will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).

2) Benefit Plans not provided through the District's Group Health Plan During Unpaid Leave Do Not Continue:

The District does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under the District's benefit plans that are not provided through the District's group health plans while the employee is on unpaid leave.

a) Payment of Premiums:

Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave).

The District will inform the employee whether the direct payments for premiums should be paid to the carrier or to the District, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employees are on leave.

b) Recovery of Premium if the Employee Fails to Return from Leave:

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

c) Substitution of Paid Accrued Leaves

Although family and medical care leave is unpaid, an employee may elect, and the District will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

<u>Employee's Right to Use Paid Accrued Leave Concurrently with Family Leave</u>
An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee's own serious health condition or that of the employee's parent, spouse, domestic partner or child.

3) District's Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave

Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:

a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and

b) An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner.

4) District's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any purpose which also qualifies under both the FMLA and CFRA, the District will designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

5) District's and Employee's Rights if an Employee Requests Accrued Leave Without Mentioning FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the District may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the District denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the District may require the employee to exhaust accrued leave as described above.

1408 MEDICAL CERTIFICATION/ RECERTIFICATION

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

a) Employee's Own Serious Health Condition:

Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position.

Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested.

b) Family Member Serious Health Condition:

Employees who request leave to care for a child, parent, domestic partner or a spouse who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, or spouse, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent or spouse.

The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

c) Service-member Serious Injury or Illness:

Employees who request FMLA leave to care for a covered service member 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 service member's serious injury or illness. The District will verify the certification as permitted by the FMLA regulations.

d) Qualifying Exigency:

The first time an employee requests FMLA leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service.

A copy of the new active-duty orders or similar documentation shall be provided to the District if the need for leave because of a qualifying exigency arises out of a different active duty or call to active-duty status of the same or a different military member. The District will verify the certification as permitted by the FMLA regulations.

1) Time to Provide a Medical Certification

When an employee has provided at least 30 days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the District within the time frame requested by the District (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

2) Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this Policy, the District may delay the taking of FMLA/CFRA leave until required certification is provided or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

3) Human Resources & Risk Manager's Review of the Contents of Medical Certification for Employee's Own Serious Health Condition

a) Complete and Sufficient:

The employee must provide a certification for his or her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Human Resources & Risk Manager or designee will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

b) Authentication and Clarification:

After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Human Resources & Risk Manager may contact the health care provider who provided the certification to clarify and/or authenticate the certification.

"Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form.

"Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Human Resources & Risk Manager may not ask for additional information beyond that required on the certification form.

4) Second and Third Medical Opinions for Employee's Own Serious Health Condition

If the District has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the District may require a medical opinion of a second health care provider chosen and paid for by the District.

If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee but paid for by the District. The opinion of the third provider will be binding.

The District must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.

5) Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary.

"Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

The District may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

6) Employee Notice of Leave

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed.

For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

1409 REINSTATEMENT UPON RETURN FROM LEAVE

a) Reinstatement to Same or Equivalent Position:

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to

reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

b) Date of Reinstatement:

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the District, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

c) Employee's Obligation to Periodically Report on His/her Condition:

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

d) Fitness for Duty Certification:

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee may be required to obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

e) Reinstatement of "Key Employees":

The District may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the District within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the District, and the employee is notified of the District's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

Employees must complete the applicable forms by the Human Resources Department to receive family and medical care leave.

1410. PROCEDURE FOR CFRA AND FMLA LEAVE

Employees must notify Human Resources in writing as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice. For events not foreseeable 30 days in advance, the employee must give notice as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. CFRA and FMLA leave are unpaid unless an employee decides to utilize their accrued time off.

All requests for CFRA or FMLA leave should include enough information to make Human Resources aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-days advance notice for foreseeable events without a reasonable excuse for the delay, the District reserves the right to delay the start of the leave until at least 30 days after the date on which the employee does provide such notice. Once the employee needs leave, the District will inform the employee as to whether the employee is eligible under CFRA or FMLA for such leave. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA or FMLA leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law. If the District employs both parents who are entitled to CFRA or FMLA leave, both employees are entitled to 12 weeks of leave each. The District will not discriminate against an employee for exercising CFRA or FMLA rights or giving information or testimony as to the employee's or another person's leave; nor will the District interfere with or limit the exercise or attempted exercise of such rights.

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SECTION 1500 OTHER LEAVES

1501 BEREAVEMENT LEAVE

All employees, including temporary employees, may utilize paid bereavement leave to attend a funeral or memorial service, or to take care of family matters, that are related to the death of a member of immediate family or any relative living with the employee.

1) Definition

"Immediate family" consists of the following: employee's spouse, registered domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a registered domestic partner, or any other person who is a legal dependent of the employee, or one (1) designated person with whom the employee shares a familial type relationship. Please note for a designated person, the employee is limited to one (1) designated person within a twelve (12) month period.

Employees are entitled to up to five days within three (3) months of the date of death for each death in the immediate family or of any relative living with the employee, on an annual basis. An employee who utilizes bereavement leave shall notify his/her supervisor or department head of the intent to use such leave. The employee requesting leave must present acceptable supporting documentation to Human Resources within 30 days following the event. Supporting documentation may include an obituary, funeral announcement or any other documentation deemed acceptable in the sole discretion of the Human Resources Department.

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

If additional time is needed, an employee may request to use accrued sick leave, subject to the approval of the Department Head and the Human Resources & Risk Manager.

1502 REPRODUCTIVE LOSS EVENT

All employees who have been employed for the District for at least 30 days are entitled to an unpaid leave of absence up to five (5) days in total following a reproductive loss event. Such leave must be taken within three (3) months of the reproductive loss event. If an employee experiences more than one reproductive loss event within a 12-month period, the District will grant the employee a cumulative total of up to 20 (twenty) unpaid days of leave; subject to the limitation that each unpaid leave of absence shall not exceed five (5) days.

A reproductive loss event is defined as: failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. If the employee would have been recognized as a parent if the aforementioned events were successful, the employee will be covered under this definition. This includes the employee, the employee's current spouse or domestic partner, or another individual if the person would have been a parent of a child as a result of the event.

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

The leave of absence following a reproductive loss event is unpaid, though an employee may elect to utilize any accrued and available paid sick leave, vacation, personal leave, or compensatory time off that is otherwise available to the employee.

1503 WORKERS' COMPENSATION/INDUSTRIAL INJURY LEAVE

The District insures employees for job-related injuries through State Workers' Compensation laws. Therefore, it is essential for employees to report all work-related accidents, injuries or illnesses involving employees, even those that are not serious, must be immediately reported to their supervisors and/or human resources. Employees who experience a work-related accident, illness or injury will be required to complete the appropriate forms and cooperate with the District in complying with its recording, reporting and investigation obligations. Employees who are absent from work by reason of an injury or illness covered by Workers' Compensation must provide the Human Resources Department with certification from a recognized medical professional confirming the necessity of the leave to the District within fourteen (14) days after the leave begins.

1) Accruals and Benefits

   When the employee authorizes, the difference between the amount granted pursuant to such Workers' Compensation and the employee's regular pay will be deducted from the employee's accumulated sick leave.

   Once the accumulated sick leave is exhausted, the difference will be deducted from the employee's accumulated vacation, personal holidays, and compensatory time, if any.

The employee will continue in pay status and receive his or her pay until his/her accumulated sick leave, and authorized compensatory time, personal holidays, and vacation days, have been depleted to the nearest hour.

During the time the employee is receiving partial checks from the District:

a) He/she will accrue sick leave on a pro-rated basis;

b) He/she will accrue vacation time on a pro-rated basis;

c) If a holiday falls on a day, he/she is on disability leave, he/she will receive holiday pay on a pro-rated basis;

When not receiving partial checks from the District, the employee will not accrue sick leave, vacation time, or receive holiday pay.

Any employee subject to this Policy who depletes his or her accumulated sick leave, compensatory time, personal holiday time and vacation days while absent from work by reason of an injury or illness covered by Workers' Compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with state and/or federal law.

2) Concurrent Leave

To the extent allowed by law, this leave will run concurrently with leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

3) Return to Work

Workers' Compensation Leave shall continue until the employee:

a) Is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

b) Is determined to be physically able to return to work with medical restrictions which the District can accept, and such determination, if disputed, is confirmed by Worker's Compensation Appeals Board; or

c) Accepts employment outside the District; or

d) Accepts employment in another position with the District; or

e) Has been found to be permanent and stationary and is not rehabilitated as provided by law; or

f) Is disability retired pursuant to Government Code provisions.

The District may, in its discretion, provide modified or light duty work if the employee's release contains such limitation.

If the employee has been released without limitation, the employee will be offered the same position he or she held previously, unless the job no longer exists or has been filled so that the District can operate safely and efficiently, or the employment relationship has otherwise been terminated.

4) Employee Obligation

If an employee continues working and is undergoing treatment, all treatment slips from the treating facility must be given to the Human Resources Department and his or her supervisor prior to returning to his or her regular work duties.

A medical release shall be required upon returning to work after three (3) consecutive days of disability leave, indicating that the employee is physically able to return to his/her normal duties or to modified work, if it is available.

1504 PREGNANCY DISABILITY LEAVE

1) AMOUNT OF LEAVE

The District recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, any employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for the period of actual disability, up to a maximum of four months. Such leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable. An employee may also be entitled to a reasonable accommodation for pregnancy, childbirth, or related medical condition.

For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks.

An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.

2) NOTICE & CERTIFICATION REQUIREMENTS

a) Notice:

Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to Human Resources.

b) Certification:

The request for pregnancy disability leave must be supported by 1) a written certification from the attending physician stating that: the employee is disabled from working by pregnancy, childbirth, or a related medical condition; 2) the

date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave.

3) COMPENSATION DURING LEAVE

Pregnancy disability leaves are unpaid. However, the employee must use available accrued sick leave, if any.

Once sick leave is depleted, the employee may elect to use vacation leave or any other accrued paid time off during the leave.

4) BENEFITS DURING LEAVE

a) Group Health Insurance:

An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

The District may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act.

b) Sick and Vacation Leaves:

Sick and vacation leaves do not accrue while an employee is on unpaid pregnancy disability leave.

c) Employee Status during Leave:

The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any collective bargaining agreement or employee benefit plan.

Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.

5) REINSTATEMENT

Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave.

a) If the employee's original position is no longer available, the employee will be assigned to a comparable, open position.

b) If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies.

1505 SHORT TERM DISABILITY (STD)/PAID FAMILY LEAVE (PFL)

Employees who experience a loss of wages when they are unable to work due to a non-work-related illness, injury, or pregnancy, may be eligible for Short Term Disability Insurance benefits.

Employees who experience a loss of wages when they need to take time off work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner, or to bond with a new child entering the family through birth, adoption, or foster care placement, may be eligible for Paid Family Leave (PFL) benefits.

The District funds STD/PFL benefits. Benefit amounts are solely determined by STD. It is the employee's responsibility to file a claim for STD/PFL benefits. The District is not involved in the application or benefit payment process. Upon request from the STD provider , the District will verify employment, pay rate, dates of absence due to a qualifying event, and integration of paid leave (if applicable).

The employee is responsible for notifying the District of claim approval and benefit amounts.

The STD/PFL program allows for integration of STD/PFL benefits with an employee's accrued, unused paid leave. Integration has the effect of ensuring the employee will receive his/her normal salary or wages during the period of STD/PFL wage replacement benefits. The District reserves the right to integrate an employee's benefits with accrued, unused paid leave to the extent permitted by law.

Employees whose benefits are being integrated will continue to accrue sick leave, vacation leave, and holiday leave on a prorated basis.

Employees who are not receiving any compensation from the District (for instance, employees who have exhausted their accrued leaves) and are only receiving compensation from the STD will not accrue sick leave, vacation leave, or holidays for that period of time.

For additional information regarding STD, please see the Human Resources Department.

PAID FAMILY LEAVE (PFL)

The purpose of this section is to set forth the District's Policy as it pertains to Paid Family Leave (PFL) provisions for regular, full-time employees. Employees should refer to the District's leave policies for questions concerning eligibility for leave or rights pertaining to the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

Public Agencies, including Districts, are not required to participate in SDI and by extension PFL (refer to the DE 231SC). Therefore, authority to provide PFL resides with the District.

The purpose of this policy is to define the District's policies and procedures regarding the provision of the PFL benefit. This policy does not entitle employees to "job protection" during their period of absence.

Health Benefits. PFL provides only partial wage replacement when you need to take time off work for family leave. You may have rights under other laws, such as the FMLA or the CFRA. The District will maintain the health care coverage of employees on FMLA or CFRA leave on the same terms as before leave began.

Eligibility. All permanent employees who meet the qualifications of the District below shall be eligible for benefits under the District's PFL plan as applicable with the Personnel Policies and Procedures. An employee's eligibility for the provisions of this policy terminates at midnight on the date of termination of the employer-employee relationship; or at midnight on the fifteenth day following a leave of absence without pay; or on termination of this policy.

PFL military assist benefit payments are only available to eligible family members to participate in qualifying events. PFL military assist benefits are not available for the military members.

To qualify for PFL leave, an employee must:

a) Meet the District's definition for eligibility and be covered by the Personnel Policies

   and Procedures specifying PFL benefits.

b) Take time off from work to care for a seriously ill family member, to bond with a new child or to participate in a qualifying military event.

c) Have earned at least $300 in wages from the District within the 12 months immediately preceding the PFL start date.

d) Submit your claim no later than 41 days after you begin your family leave. Do not file before your first day of leave.

An employee who is off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the District's PFL program.

1506 MILITARY LEAVE AND MILITARY SPOUSE LEAVE

The District provides unpaid military leave in conformity with the law. Employees of the District who enter the Armed Forces of the United States will be granted leaves of absence in accordance with federal and state laws governing such leaves. The Uniformed Services Employment and Reemployment Rights Act of 1994 governs reemployment rights after military service and protects against discrimination based on military service or training and applies to all employers. Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or mission.

To qualify for the right to leave and reemployment, the employee must give advance written or verbal notice to their supervisor; however, advance notice is not required if it is impossible or precluded by military necessity. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

Additionally, qualified California employees will be given up to 10 days of unpaid leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the District with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the District certifying that the military member will be on military leave from deployment. Employees requesting leave under this policy may choose to use accrued paid leave (such as vacation or paid time off) concurrently with some or all of the leave under this policy.

1507 JURY DUTY/SUBPOENAED OR COURT-ORDERED WITNESS LEAVE

1) JURY DUTY

Any employee who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify his or her supervisor or department head as soon as possible.

Any employee who is released from jury service prior to the end of his or her scheduled work hours must report to work unless otherwise authorized by his or her supervisor.

Verification from the court clerk, generally Attendance Slips, are to be turned into the Human Resources Department.

District employees are to complete the Waiver of Pay form at the courthouse. Please ask the court clerk for more information. Employees are required to only waive the daily per diem fee. Mileage and/or parking may be optional.

If an employee receives a court check that includes a per diem or daily fee, it is his or her responsibility to return those monies to the court. Employees may, however, keep any mileage and/or parking reimbursements.

a) Non-Exempt Employees All Non-Exempt employees will be paid for actual work hours missed for time spent in jury service or court.

The time spent on jury duty is not work time for purposes of calculating overtime compensation.

b) Exempt Employees

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or serving as a witness only for any work week in which they perform any work duties.

2) SUBPOENAED EMPLOYEES

a) District Related

Any employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her District job duties, must give his or her supervisor as much advance notice as is possible.

The District will determine whether the matter involves an event or transaction in the course of the employee's District job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time.

The District will offset the amount from pay the employee receives for witness fees.

b) Non-District Related

Any employee who is subpoenaed to appear or appears in court because of civil or administrative proceedings that he or she initiated, is not entitled to receive compensation for time spent related to those proceedings.

An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

The District also provides unpaid leave to eligible employees who are summoned to appear as witnesses in a judicial proceeding, pursuant to a subpoena or other court order, that was not initiated by the employee and that does not involve an event or transaction in the course of the employee's District job duties.

Employees may use accrued time, including vacation or compensatory time off, and/or unused paid time off for leave taken under this policy. The time spent in these proceedings is not considered work time.

1508 REGARDING CRIME VICTIM/ VICTIM FAMILY MEMBER COURT ATTENDANCE LEAVE

Any employee who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the District with a copy of the notice of the scheduled proceeding in advance.

If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used.

An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

1509 REGARDING CRIME VICTIM/ FAMILY MEMBER VICTIMS' RIGHTS PROCEEDINGS LEAVE

Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue if the employee provides the employer reasonable advance notice.

If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A).

An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

1510 LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING TO OBTAIN RESTRAINING ORDERS OR INJUNCTIVE RELIEF

Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need for leave.

If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court

order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the Sick Leave policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation or compensatory time off. Unless an employee elects to utilize their accrued time off, leave taken pursuant to this policy shall be unpaid.

The District prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

1511 LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING TO OBTAIN MEDICAL ATTENTION OR COUNSELING OR SAFETY PLANNING

Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program, or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes.

If advance notice is not feasible, the employee must provide any of the following to the District within a reasonable time after the leave: a police report indicating that

the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse.

The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a) (2)), accrued vacation or personal leave, or compensatory time off.

1512 CIVIL AIR PATROL LEAVE — STATE OF CALIFORNIA

The District provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by the appropriate government entity(ies) and approved by the District.

The employee shall give the District as much notice as possible of the intended dates upon which the Civil Air Patrol leave will begin and end.

The District may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken. The District may deny the leave to be taken as Civil Air Patrol leave if the employee fails to provide the required certification.

The employee taking leave shall not be required to exhaust accrued vacation leave, personal leave, compensatory leave, sick leave, disability leave, or any other leave that may be available to the employee in order to take Civil Air Patrol leave.

1513 ORGAN AND BONE MARROW DONATION LEAVE

The District provides eligible employees with up to 30 business days in a 12-month period of leave to donate an organ to another person. For the first ten (10) business days of the leave, employees are required to use accrued paid time off. For the remaining time needed, up to a maximum of twenty (20) business days, the District will provide the employee with paid leave.

The District will provide additional unpaid leave of absence, not exceeding 30 business days in a one-year period, to an employee who is an organ donor, for the purpose of donating the employee's organ to another person.

The District also provides eligible employees with up to five business days in a 12-month period of leave to donate bone marrow to another person. Employees will be required to use up to five business days of their accrued paid time off for leave under this policy to donate bone marrow.

1) Eligibility

   To be eligible, employees must have been employed with the District for 90 days immediately preceding the commencement of leave. Additionally, the District may require written certification that the employee is a bone marrow or organ donor and that the procedure is medically necessary, as well as certification regarding the amount of leave needed.

1514 SCHOOL ACTIVITIES / APPEARANCE LEAVE / SUSPENSION LEAVE

1) SCHOOL ACTIVITIES/APPEARANCE LEAVE

   Employees are entitled to take unpaid time off from work to participate in their child's school activities, as stated below. The employee taking School Activities Leave must be a parent, grandparent, guardian, stepparent, foster parent, or person who stands in loco parentis to a child of the age to attend kindergarten through grade 12, or at a licensed childcare provider.

   Employees may take up to 40 hours of School Activities Leave each year to participate in the following child-related activities:

   a) To participate in activities of the school or licensed childcare provider of a child;

   b) To find, enroll, or re-enroll a child in a school or with a licensed childcare provider; or

c) To address a "childcare provider or school emergency," As defined, "Childcare provider or school emergency" means that an employee's child cannot remain in a school or with a childcare provider due to one of the following reasons:

1. The school or childcare provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or childcare provider;

2. Behavioral or discipline problems;

3. Closure or unexpected unavailability of the school or childcare provider, excluding planned holidays; or

4. A natural disaster, including, but not limited to fire, earthquake or flood.

5. Time-off to participate in school or childcare activities or to find, enroll, or re-enroll in school or childcare (items 1 and 2, above) is limited to 8 hours per month.

The employee must provide reasonable advance notice to his/her supervisor of the planned absence.

The leave is unpaid unless the employee uses vacation, personal leave or compensatory time off. The employee must provide documentation from the school or licensed childcare facility to his or her supervisor and Human Resources as verification that the employee participated in school or childcare facility activities on a specific date and at a particular time.

If both parents, guardians or grandparents having custody work for the District at the same District work site, only the first parent requesting will be entitled to leave under this provision. However, both may participate if approved by the District.

1515 CHILD SUSPENSION LEAVE

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to his or her supervisor.

A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

1516 CALIFORNIA EMERGENCY RESPONDER LEAVE

The District provides unpaid leave to eligible employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel so that such employees may respond to a call to emergency duty.

Additionally, the District provides unpaid leave, up to 14 days per calendar year, to such employees so that they may engage in scheduled fire, law enforcement or emergency rescue training.

Employees should notify the District of their status as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Additionally, employees should provide as much advanced notice as practicable of the need for leave under this policy when they are called to emergency service. Employees may use accrued, unused paid time off vacation or compensatory leave off for leave taken under this policy.

1517 VOTING LEAVE

In circumstances where an employee's work schedule does not provide sufficient time to vote on an election day, the District will provide a reasonable amount of time off during scheduled work time, including up to two hours of paid time off, for employees to vote.

Employees who need time off to vote should notify their supervisors at least two days prior to Election Day and submit proof of voting. The District reserves the right in its sole discretion to specify a time period during which the polls are open for employees to leave work to vote.

1518 ALCOHOL AND DRUG REHABILITATION LEAVE

Under California state law, employees who seek time off to voluntarily complete a rehabilitation program are eligible for this leave under this policy.

Employees may take reasonable unpaid leave as long as the leave does not cause the District an undue hardship. This leave is unpaid, but employees may choose to use available sick leave concurrently with rehabilitation leave.

1519 KIN CARE LEAVE

Under California state law, employees who accrue sick leave are eligible for Kin Care Leave (KCL). An employee may use KCL for the following reasons:

- Diagnosis, care, or treatment of an existing health condition of the employee, or preventive care for, an employee or an employee's covered family member.
- For obtaining relief if the employee is a victim of domestic violence, sexual assault, or stalking.
- If the employee is a victim of domestic violence, sexual assault, or stalking, the employee may take time off to: obtain medical treatment, counseling or other victims' services, obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order, or other injunctive relief.

The number of days the employee can take off is calculated as an amount not less than the sick leave that would be accrued during 6 months of the employee's then-current rate of entitlement. Employees are able to use up to half of their sick leave for KCL. But no more than one-half of the employees' annual accrued sick leave benefits can be counted as KCL. For a full-time career employee, for example, this would mean no more than 48 hours of sick leave can be counted as KCL.

To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

A "family member" for the purposes of this policy is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (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), a spouse or registered domestic partner, a grandparent, grandchild and sibling,

Please note, leave under this leave is unpaid, unless an employee elects to utilize their accrued time off. This statute runs concurrently with paid sick leave and CFRA leave.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **LEAVE OF ABSENCE WITH OR WITHOUT PAY**	POLICY NO. 001 - 1600
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 1600 LEAVE OF ABSENCE WITH OR WITHOUT PAY

It is the District's policy that Leave of Absence without pay must be authorized by law or by provisions in these policies.

Unless authorized by law or District policy,

1) An employee is not entitled to a leave of absence without pay. An authorized leave of absence without pay is not a break in service for purposes of calculating seniority.

2) Vacation leave credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits do not accrue to an employee on unpaid leave.

3) The District will not maintain contributions toward group insurance or retirement coverage for the employee on such leave.

During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

1601 PAID ADMINISTRATIVE LEAVE

The District has the right to place an employee on paid administrative leave on a case-by-case basis. The purpose of paid administrative leave is to temporarily remove an employee from the workplace in order to address a particular situation.

While on administrative leave, an employee remains employed by the District and continues to receive full pay and benefits. During the pendency of this leave, an employee must remain available during regular work hours. The employee will be prohibited from entering District-owned property or facilities without the express written authorization of the District's General Manager. As a safety precaution, any employee on administrative leave will be required to turn in any District owned property (keys, keycard/badge, identification card, credit card, computer, etc.) to the Human Resources & Risk Manager.

Any employee placed on administrative leave does not have a right to appeal or grieve the decision to be placed on administrative leave with pay.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **RESIGNATION, JOB ABANDONMENT, LAYOFF, SEPARATION AND EMPLOYMENT REFERENCES**	POLICY NO. 001 - 1700
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 1700 RESIGNATION, JOB ABANDONMENT, LAYOFF, SEPARATION AND EMPLOYMENT REFERENCES

It is the District's policy to follow the following guidance and rules on employment separations.

1701 TYPES OF SEPARATION

All separations of employees from positions in District employment are designated as one of the following types:

- Probationary release
- Release of at-will employee
- Resignation
- Retirement
- Job abandonment
- Layoff
- Non-disciplinary separation
- Disciplinary separation

1702 PROBATIONARY RELEASE

Probationary employees serving in their initial probationary period with the District may be released at any time during the probationary period as recommended by the Department Head, without cause or reason, without notice or appeal or grievance, and without any rights set forth under Section 1900, Causes for Discipline and Procedures.

1703 RELEASE OF AT-WILL EMPLOYEES

An At-Will employee may be separated at any time, without cause, and without right to any appeal or grievance.

1704 RESIGNATION

An employee who wishes to resign his or her District employment in good standing is requested to submit written notice of resignation to the Department Head at least two weeks prior to the planned separation date.

The written notice must state the reasons for the resignation.

Failure to follow the aforementioned procedure may be cause for denying future employment with the District.

A resignation becomes final when the Human Resources & Risk Manager accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable.

A resignation can be accepted by the Human Resources & Risk Manager even if it is submitted less than two weeks prior to the planned resignation date.

1705 RETIREMENT

An employee planning to retire may provide a written notice to the Department Head prior to the effective date of the retirement.

A notice of retirement becomes final when the Human Resources & Risk Manager accepts the notice of retirement in writing.

Once a notice of retirement has been accepted, it is final and irrevocable.

1706 JOB ABANDONMENT

An employee is deemed to have resigned from his/her position if he or she is absent for five consecutive scheduled workdays/shifts without prior authorization and without notification during the period of the absence.

The employee will be given written notice, at his or her address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence.

An employee who promptly responds to the District's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Department Head before final action is taken, to explain the unauthorized absence and failure of notification.

An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification.

No employee separated for job abandonment has the right to a post-separation appeal.

1707 LAYOFF

Whenever, in the judgment of the Board, a reduction in personnel is necessary for economic or operational reasons, any employee may be laid off or demoted for non-disciplinary reasons.

a) **Order of Layoffs:** Employees will be laid off in the inverse order of their seniority in their classification in the department.

   Seniority is determined based on the length of employment in the affected classification in the department, or higher classifications in the department.

Length of employment includes all days of employment in attendance at work and on authorized or legally protected leaves of absence. Length of service does not include unauthorized periods of leave or suspension or layoff.

Within each classification, employees will be laid off in the following order: temporary; part-time; probationary; and for-cause (regular) status.

If two or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be decided by lottery.

b) **Notification of Layoff:** Employees to be laid off will be given 21 calendar days' notice of layoff.

c) **Displacement:** Regular employees who are noticed for layoff and who have held regular status in a lower classification within the same classification series in the same department, may displace employees in the lower classification provided that the employee seeking to displace has greater length of employment in the lower classification than the incumbent in the lower classification.

Employees in lower classifications will be displaced in inverse order of their length of employment in the classification.

Any employee who seeks to displace another must provide the Human Resources & Risk Manager with written notice no later than five working days after the date of the notice of layoff.

d) **Transfer:** If the Human Resources & Risk Manager determines that a regular employee who is subject to layoff is qualified to perform the duties in a vacant position, the employee will receive a written notice of option to transfer in lieu of layoff.

An employee who does not accept a transfer within 10 days after the date of the written notice, forfeits the option to transfer. An employee who accepts a transfer will be paid the rate applicable to the position into which he or she transfers.

1708 NON-DISCIPLINARY SEPARATION

Any employee separated because of an inability to accommodate after the reasonable accommodation and interactive process is concluded, will be given a written pre-separation notice of the reasons for the separation, the evidence supporting the decision to separate for non-disciplinary reasons, and an opportunity to respond before the separation takes effect.

Any regular employee has the opportunity for a post-separation appeal as described in section 1900, Causes for Discipline and Procedures.

1709 DISCIPLINARY SEPARATION

A regular employee may be separated for disciplinary reasons pursuant to the policy and procedures in Section 1900, Causes for Discipline and Procedures.

1710 RETURN OF DISTRICT PROPERTY

All District property in the employee's possession must be returned prior to separation, including keys, key fobs, identification cards, equipment, credit cards, gas cards, cell phones, uniforms and any other District equipment.

1711 JOB REFERENCES/VERIFICATION OF EMPLOYMENT

All reference inquiries and verifications of employment must be referred to and approved by Human Resources.

Unless the District receives a written waiver signed by the employee, the District will release only the employee's dates of employment, last position held, and final salary rate.

Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by Human Resources on a case-by-case basis.

APPROVAL DATE April 16, 2026	POLICY TITLE **POLICY AGAINST DRUGS AND ALCOHOL IN THE WORKPLACE**	POLICY NO. 001 - 1800
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 1800 POLICY AGAINST DRUGS AND ALCOHOL IN THE WORKPLACE

It is the policy of the District to promote a drug and alcohol-free workplace and to eliminate drug and alcohol-related inefficiencies and risks.

This Policy applies to all District employees, whether they are on District property, or they are performing District-related business elsewhere, except as this Policy is superseded by federally mandated drug and alcohol policies.

Compliance with this Policy is a condition of employment. Disciplinary action will be taken against those who violate this Policy.

There are additional requirements for District employees in safety-sensitive positions and/or performing safety-sensitive functions set forth below in section 1806.

1801 PROPER APPLICATION OF THE POLICY

The District is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner.

Any supervisor who knowingly disregards the requirement of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

1802 DRUG AND ALCOHOL-FREE AWARENESS PROGRAM

The District's employee assistance provider offers counseling and treatment of drug-or alcohol-related problems. The employee assistance provider has information about:

a) the dangers of drug or alcohol abuse in the workplace;

b) the penalties that may be imposed for drug or alcohol abuse violations;

c) the District's Policy of maintaining a drug- and alcohol-free workplace; and

d) any available drug or alcohol counseling, rehabilitation, or employee assistance programs.

1803 PROHIBITED CONDUCT

a) The manufacture, distribution, sale, purchase, dispensation, possession, or use of any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee in either District workplaces or wherever District business is performed.

b) Working or being subject to call in if impaired by alcohol or any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee.

c) An employee's failure to notify his/her department head before beginning work when taking medications or drugs, including but not limited to: prescription drugs, over the counter medications, or illegal drugs or narcotics (including marijuana) which could interfere with the safe and effective performance of duties or operation of District equipment.

d) An employee's failure to notify his or her supervisor or the Human Resources & Risk Manager of any drug or alcohol use that he or she observed or participated in at the workplace.

e) An employee's failure to notify his or her supervisor or the Human Resources & Risk Manager of any criminal conviction for a drug violation that occurred in or outside of the workplace and within five days after such conviction.

f) An employee's criminal conviction for a drug violation that occurred in the workplace.

For purposes of this Policy, "alcohol" is broadly defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

1804 DRUG AND ALCOHOL TESTING

The District has discretion to test applicants and employees for alcohol and drug use under the following circumstances. The District will use an outside laboratory to perform all testing.

a) Pre-Employment Testing for External Applicants for Certain Jobs:

Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and alcohol testing include, but is not limited to, safety sensitive jobs that have public safety implications, such as operating heavy trucks to transport hazardous material.

b) Reasonable Suspicion Testing:

The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances.

1. "Reasonable suspicion"

Reasonable suspicion to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work.

Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use.

If the District suspects drugs or alcohol may have played a role in an accident involving District property or equipment, this may also constitute reasonable suspicion.

2. Document and Analysis:

In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with the department head and the Human Resources & Risk Manager & Risk Management.

Any reasonable suspicion testing must be pre-approved by the Human Resources & Risk Manager & Risk Management.

3. Testing Protocol:

If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and the Human Resources & Risk Manager has approved, the employee will be relieved from duty, transported to the testing facility and to his or her home after the test. For marijuana, an employee will be considered under the influence if it is determined based on a drug test which detects the presence of Tetrahydrocannabinol (THC) that the employee is impaired while on duty. Employees shall not be tested for the presence of non-psychoactive cannabis metabolites.

The employee will be placed on sick or other paid leave until the test results are received.

1805 ADDITIONAL REQUIREMENTS FOR SAFETY-SENSITIVE EMPLOYEES

1) Applicability

These additional provisions are also intended to comply with all applicable Federal regulations governing workplace antidrug programs in the transportation industry.

The Federal Highway Administration (FHWA) of the Department of Transportation has enacted 49 CFR Part 382 that mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result.

The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine and breath specimens. in addition, the Department of Transportation has enacted 49 CFR Part 29,

"The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. These provisions incorporate those requirements of safety-sensitive employees and others when so noted.

These additional provisions apply to all safety-sensitive employees and contractors when they are on District property or when performing any District-related business. They apply to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work.

Visitors, vendors, and contracted employees are also governed by this policy while on District premises, and they will not be permitted to conduct business if found to be in violation of this policy.

2) Definition of a safety-sensitive position

A safety-sensitive position is defined as any position requiring the use of a Class "A" or Class "B" commercial driver's license. A listing of the District's safety-sensitive employee (function and/or position) classifications can be found in section 1806 of this policy.

A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

3) Prohibited Conduct

In addition to the prohibitions set forth above, no safety-sensitive employee shall use alcohol while on duty or on call, while performing safety-sensitive functions, or within four hours of reporting for duty.

4) Additional Testing

In addition to reasonable suspicion testing, set forth above, safety-sensitive employees are subject to additional testing procedures as required by law.

All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing.

Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to a Substance Abuse Professional (SAP).

Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Analytical urine-controlled substance testing and breath testing for alcohol will be conducted as required under Department of Transportation guidelines. All safety-sensitive employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident, as defined in the Department of Transportation guidelines.

In addition, all safety-sensitive employees will be tested prior to returning to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by a Substance Abuse Professional (SAP). Safety-sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines shall also be subject to testing on randomly selected, unannounced basis.

Testing shall be conducted in a manner to ensure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines.

The District affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

Any safety-sensitive employee who has a confirmed positive controlled substance or alcohol test will be removed from his/her position, informed of education and rehabilitation programs available, and evaluated by a Substance Abuse Professional (SAP).

a) Controlled Substance Testing

The controlled substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed.

The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the Department of Transportation guidelines.

b) Alcohol Testing

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT).

If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test.

An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four hours unless a retest results in an alcohol concentration less than 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this policy.

c) When Testing Will Occur Employees in safety-sensitive positions may be tested under any of the following circumstances:

1. Employment Testing.

All new employees conditionally hired for safety-sensitive classifications shall undergo urine-controlled substance testing. Receipt of satisfactory test results is required as a condition of employment and failure of a controlled substance test will disqualify the applicant from further employment. Employment testing requirements will be conducted in compliance with the current law and the testing procedures set.

2. Reasonable Suspicion Testing

The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work. “Reasonable suspicion” to test exists if, based on objective factors, a reasonable person would believe that the employee is under the

influence of drugs or alcohol at work. Examples of objective factors are provided above in section 1405(b).

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

3. Post-Accident Testing

Employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a District vehicle that results in a fatality.

This includes all safety-sensitive employees who are on duty in the vehicles and/or whose performance could have contributed to the accident.

In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or where one or more vehicles incurs disabling damage that requires towing from the site; and the safety-sensitive employee receives a citation under State or local law for a moving traffic violation arising from the accident.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and subject to termination.

Post-accident testing of employees will include not only the operation personnel, but any other covered employees whose performance could have contributed to the accident.

4. Random Testing

Employees working in safety-sensitive classifications and employees who perform safety-sensitive functions, as defined by the DOT, will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method.

Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before departure, or during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

5. Return-To-Duty Testing

All employees who previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be required to undergo unannounced follow-up-controlled substance and/or alcohol breath testing following returning to duty.

The duration and frequency will be determined by the SAP. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

6. Employee Requested Testing

Any safety-sensitive employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory.

The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second test invalidated the original test.

The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The safety-sensitive employee's request for a retest must be made to the Medical Review Officer (MRO) within 72 hours of notice of the initial test result. Request after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

7. Employee Assessment

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). A SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinically experienced in the diagnosis and treatment of alcohol related disorders.

The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-to-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP.

The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is borne by the safety-sensitive employee and is on a one-time basis only. The employee will immediately be terminated on the occurrence of a second verified positive test result.

Employees may use accumulated sick leave, vacation, and floating holidays, if any, to participate in the prescribed rehabilitation program.

8. Rehabilitation

The decision to discipline or terminate an employee found to have used and/or be under the influence of drugs, alcohol and/or other controlled substances during working hours may be waived or held in abeyance by the District pending the employee's participation in a formal rehabilitation program.

The District has discretion to handle each case individually, with factors such as the employee's frequency of use, commitment to rehabilitation, and type of substance taken into consideration regarding the waiving of penalties.

Discipline or termination that is waived or held in abeyance pending rehabilitation should be done on the condition, set forth in writing, that the employee:

- Successfully complete an approved rehabilitation program;
- Faithfully comply with maintenance and therapeutic measures (e.g., attendance at AA or NA meetings); and,
- Be subject to periodic testing without further reasonable cause.

If an employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP.

The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is borne by the employee and is on a one-time basis only.

An employee will be immediately terminated from employment on the occurrence of a second verified positive test result. Employees may use accumulated sick leave, vacation, administrative leave, and/or floating holidays, if any, to participate in the prescribed rehabilitation program.

The District is committed to providing reasonable accommodation to those employees whose alcohol or drug abuse problem classifies them as disabled under federal and/or state law.

1806 SAFETY-SENSITIVE EMPLOYEE CLASSIFICATIONS FOR DISTRICT

Funded and Unfunded Classifications Impacted by the Regulations: (subject to change)

- Chief Water Systems Operator Distribution and Meter Services
- Lead Water Distribution Operator
- Water Distribution Operator III

Human Resources will maintain a list of the specific positions within the above-listed classifications that are covered under Department of Transportation regulations.

a) Procedures - Reasonable Suspicion Testing

1. A safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances is observed by a supervisor.

   Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against District policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. However, the supervisor must witness first-hand the safety-sensitive employee's signs and symptoms.

2. The supervisor is then obligated to ensure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.

3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately suspended from duty (with pay) and driven by District staff (or others designated) to the District specified collection site.

   Because of a testing facility requirement, the safety-sensitive employee in question must show proof of identification, such as a photo driver's license or state-issued photo identification card.

Whenever practical, the Human Resources & Risk Manager should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected of or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

5. The District will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collection site.

6. The safety-sensitive employee whose test results are negative (less than 0.02 alcohol concentration) will be released to return to work.

   The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test.

   The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

   Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

7. The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work.

   The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

   Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

1807 PROCEDURES FOR RANDOM TESTING

The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site for alcohol and/or controlled substance testing.

1) The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.

2) At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

3) The safety-sensitive employee whose test results are negative (less than O.02 alcohol concentration) will be released to return to work. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test.

   The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

4) Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

5) The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work.

   The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

   Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

1808 PROCEDURES - POST ACCIDENT

1) The safety-sensitive employee notifies a supervisor that an accident has occurred.

2) The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued or a fatality occurred.

   Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.

3) At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician.

   Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

4) The Human Resources & Risk Manager will be notified that an accident has occurred, and that the safety-sensitive employee was instructed to go to the collection site.

5) The safety-sensitive employee whose test results are negative (less than 0.02 alcohol concentration) will be released to return to work.

   The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test.

   The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

   Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

6) The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work.

   The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

1809 PROCEDURES - RETURN-TO-DUTY AND FOLLOW-UP

1) The compliance company notifies the District to send the safety-sensitive employee to the collection site for alcohol and controlled substance testing.

2) The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.

3) At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

4) The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

   a) Procedures - Chain Of Custody For Controlled Substance Specimens

      1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.

      2. Urine will be in a wide-mouthed clinic specimen container, which will remain in full view of the safety-sensitive employee until split, transferred to sealed and initialed in two tamper-resistant urine bottles.

      3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol-testing laboratory, the specimens will then be placed in the transportation container.

         The container will be sealed in the safety-sensitive employee's presence, and the safety-sensitive employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.

A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

b) Procedures - Specimen Collection Of Strange and / or Unrecognizable Substances

1. A safety-sensitive employee is observed with a strange and/or unrecognizable substance.

2. The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled, and signed by both the supervisor and a witness.

3. An incident report is made and signed by both the supervisor and a witness.

4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

c) Procedures - Alcohol Concentration

1. The safety-sensitive employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.

2. After an explanation of how the breathalyzer works, an initial breath sample is taken.

3. If the results of the initial test show an alcohol concentration of 0.02 or greater, a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after or more than 20 minutes after the screening test.

4. The confirmation test will utilize Evidential Breath Testing devices that prints out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **CAUSES FOR DISCIPLINE AND PROCEDURES**	POLICY NO. 001 - 1900
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 1900 CAUSES FOR DISCIPLINE AND PROCEDURES

It is the policy of the District that employees may be disciplined for, including but not limited to, any of the following causes of discipline:

1) Providing false information in your application for employment;

2) Violation of any department rule, District policy or District regulation, ordinance or resolution;

3) Violation of the Districts' policy against harassment, discrimination and retaliation;

4) Absence without authorized leave or tardiness;

5) Excessive absenteeism and/or tardiness;

6) Use of leave from work in a manner not authorized or provided for under District policies;

7) Making any false representation or statement, or making any omission of a material fact;

8) Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;

9) Unsatisfactory job performance;

10) Inefficiency;

11) Damaging any District property, equipment, resource, or vehicle, or the waste of District supplies through negligence or misconduct.

12) Insubordination; or insulting or demeaning the authority of a supervisor or manager;

13) Dishonesty;

14) Theft;

15) Violation of the District's or a department's confidentiality policies, or disclosure of confidential District information to any unauthorized person or entity;

16) Misuse or unauthorized use of any District property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, District communication systems, District vehicles or intellectual property;

17) Mishandling of public funds;

18) Falsifying or tampering with any District record, including work time or financial records;

19) Discourteous or offensive treatment of the public or other employees;

20) Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.

21) Failure to inform your department head and supervisor that you are undergoing a criminal investigation and may be charged with a crime that may impact your employment and duties with the district

22) Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;

23) Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the District;

24) Any conduct that impairs, disrupts or causes discredit to the District, to the public service, or other employees' employment;

25) Reckless or unsafe conduct;

26) Working overtime without prior authorization or refusing to work assigned overtime;

27) Carrying firearms or other dangerous weapons while on duty when not required by job duties;

28) Physical violence including threats of physical violence, fighting, or creating a disturbance;

29) Horseplay or fighting;

30) Conducting non-District business activities during working hours

31) Destroying or willfully damaging District or employee property, records, or other materials.

32) Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Department of Motor Vehicles by employees who must maintain such a license as a condition of employment.

33) Violation of the Districts' Media and/or Technology Policy

1902 TYPES OF COUNSELING, REPRIMANDS AND DISCIPLINE

The following are types of counseling, reprimands and discipline which the District may impose. However, the District is not obligated to engage in progressive discipline, nor is it required to impose discipline in the order as follows:

a) Counseling Memo:

A counseling memo will be provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem.

b) A counseling memo will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the discipline appeal procedures described below. Verbal Reprimand:

A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue.

A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.

c) Written Reprimand:

A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue.

A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. Unless required by law, a written reprimand is not subject to the discipline or discipline appeal procedures described below.

The employee has the right to have his or her written rebuttal attached to the reprimand in the employee's personnel file, if the employee submits the rebuttal to the General Manager within 14 days after the reprimand is received.

d) Suspension Without Pay:

The District may suspend an employee from his/her position without pay for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation.

Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.

e) Reduction in Pay or Paid Leave:

The District may reduce an employee's pay or paid leave for cause.

A reduction in pay for disciplinary purposes may take one of three forms: 1) a decrease in salary to a lower step within the salary range; 2) a decrease in salary paid to an employee for a fixed period of time; or 3) loss of accrued paid vacation or administrative leave, floating holiday, or compensatory time off.

Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation.

A reduction in pay is subject to the discipline and discipline appeal procedures described below. Employees who are exempt from the Fair Labor Standards Act (FLSA) overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.

f) Demotion:

The District may demote an employee from his or her position to a lower step or position for cause.

Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation. A demotion is subject to the discipline and discipline appeal procedures described below.

g) Termination:

The District may terminate an employee from his or her position for cause.

Documents related to the termination shall become a part of an employee's personnel file when the termination is final.

A terminated employee is entitled to the discipline and discipline appeal procedures described below.

1903 SKELLY PROCESS

The following types of discipline will require the District to initiate and put the employee through a Skelly quasi-judicial process as referenced in Section 2003.

1) Suspension Without Pay

2) Reduction in Pay or Paid Leave

3) Demotion

4) Termination

1904 DISCIPLINE PROCEDURES

The following discipline procedures only apply to the District's regular employees.

All employees other than regular employees, namely at-will employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below.

The following discipline procedures apply only to suspension without pay for four or more days, reduction in pay, demotion, or termination.

a) Skelly Notice of Intended Disciplinary Action to Employee:

The Skelly process will require a written notice to the subject employee of the intended disciplinary action shall be given to the employee, which will include the following information:

1. The level of the intended discipline;

2. The specific charges that support the intended discipline;

3. A summary of the facts that show that the elements of each charge at issue in the intended discipline;

4. A copy of all materials upon which the intended discipline is based;

5. Notice of the employee's right to respond to the department head regarding the intended discipline within five working days from the date of the notice, either by requesting a Skelly conference, or by providing a written response, or both;

6. Notice of the employee's right to have a representative of his or her choice at the Skelly conference; and

7. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

b) Response by Employee and Skelly Conference/ Meeting If the employee requests a Skelly conference within the date as specified in the Skelly notice, the department head or designee will conduct an informal meeting with the employee.

During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances.

The department head will consider the employee's presentation before issuing the disciplinary action.

The employee's failure to attend the conference, or to deliver a written response by the date specified in the Skelly notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the Skelly letter.

c) Final Notice of Discipline

After the Skelly conference and/or timely receipt of the employee's written response, the Department of Human Resources in collaboration with the department head will:

1. Take no disciplinary action;

2. Modify the intended discipline; or

3. Impose the intended disciplinary action.

In any case, the Department of Human Resources in collaboration with the department head will provide the employee with a notice that contains the following:

- The level of discipline, if any, to be imposed and the effective date of the discipline;
- The specific charges upon which the discipline is based;
- A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the discipline is based; and
- A reference to the employee's appeal right and deadline to appeal.

d) Delivery of the Final Notice of Discipline

The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee or delivered to the employee in person.

If the notice is not deliverable because the employee has moved without notifying the District or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

1905 DISCIPLINE APPEAL PROCEDURES

The following appeal procedures only apply to the District's regular employees. All employees other than regular employees, namely at-will employees, may be disciplined or separated at will, with or without cause, and without the disciplinary appeal procedures listed below.

The following appeal procedures apply only to suspension without pay, demotion, reduction in pay, or termination.

1) Request for Appeal Hearing

An employee may submit a written request for appeal to the General Manager (or his designee) within 14 days from: 1) receipt of the final notice of discipline; or 2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee, whichever is earlier.

Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.

2) Appeal Hearing Officer

The appeal hearing officer shall be an individual selected by the General Manager through State Mediation and Conciliation Service (SMCS) or the California Office of Administrative Hearings (OAH).

a) Date and Time of the Appeal Hearing

Once the appeal hearing officer has been designated, Human Resources will set a date for an appeal hearing.

The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date.

b) Prehearing Notice of Witnesses and Evidence

No later than 10 days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal

witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing.

The District will use numbers to identify its evidence; the employee will use alphabet letters.

Neither party will be permitted to call any witness or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.

c) Subpoenas

Upon the request of either party, and upon his or her own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing.

Each party is responsible for serving his/her/its own subpoenas.

District employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing.

District employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.

d) Continuances

The appeal hearing officer may or may not decide on a request by either party to continue a scheduled hearing.

e) Record of the Appeal Hearing

The hearing shall be recorded, either electronically or by a court reporter, at the option of the District.

If the District orders a transcript or makes a transcript of the recording, the District will notify the employee within three days of ordering or making the transcript and will provide a copy of the transcript upon receipt of the costs of duplication.

f) Employee Appearance

The employee must appear personally before the hearing officer at the time and place set for the hearing.

The employee may be represented by any person he or she may select.

1906 CONDUCT OF THE HEARING

a) Sworn Testimony

All witnesses shall be sworn in prior to testifying. The hearing officer or court reporter shall request each witness to raise his or her hand and respond to the following: “Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?”

b) Evidence

Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth.

The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. irrelevant or unduly repetitious evidence may be excluded.

The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.

c) Exclusion of Witnesses

During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.

d) Burden of Proof

The District has the burden of proof by the preponderance of the evidence.

e) Authority of Hearing Officer

The appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Policies.

f) Professionalism

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the appeal hearing officer.

1907 PRESENTATION OF THE CASE

The parties will address their remarks, evidence, and objections to the appeal hearing officer.

The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony or directly question the witness.

The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:

a) The District is permitted to make an opening statement;

b) The employee is permitted to make an opening statement;

c) The District will produce its evidence;

d) The employee will produce its evidence;

e) The District, followed by the employee, may present rebuttal evidence;

f) Oral closing arguments of no more than 20 minutes may be permitted at the discretion of the appeal hearing officer. The District argues first, the employee argues second, and if the District reserved a portion of its time for rebuttal, the District may present a rebuttal.

2) Appeal Hearing Officer's Recommended Decision

Within 15 days of the conclusion of the hearing, the appeal hearing officer shall make written findings and a recommended decision as to the discipline.

The General Manager in collaboration with the Department of Human Resources shall review the findings and recommendations of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken.

The decision of the General Manager is final. There is no process for reconsideration.

3) Proof of Service of the Written Findings and Decision

The District will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision.

It shall be the responsibility of the employee to inform the District of his/her address. A copy of the decision shall also be provided to Human Resources.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **POLICY AGAINST VIOLENCE IN THE WORKPLACE**	POLICY NO. 001 -2000
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 2000 POLICY AGAINST VIOLENCE IN THE WORKPLACE

The District is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. The District recognizes that workplace violence is a concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, customers, visitors, or anyone else on the District premises or engaging in District-related activity from behaving in a violent or threatening manner. Moreover, the District seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within the Human Resources Department for responding to any situation that presents the possibility of violence.

The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this Policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

To achieve these objectives, the District has implemented a dedicated Workplace Violence Prevention Plan. This plan is available for review and can be obtained from Human Resources upon request.

2001 ANTI-BULLYING POLICY

The District is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the District also prohibits any form of “intimidation or bullying” in the workplace or elsewhere, such as at offsite events.

1) Applicability

This policy applies to all District employees.

2) Policy Coverage

Every employee and other individuals, such as temporary agency workers, consultants, independent contractors and visitors, have the right to be treated with respect.

Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of

interfering with an employee's ability to work; is severe or pervasive; and/or creates an intimidating or threatening environment.

Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name-calling, sarcasm, spreading rumors, teasing.

Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chatroom misuse, mobile threats by text messaging, or calls or misuse of cameras and video equipment.

3) Complaint Procedure

The District will not tolerate bullying in any form. Any individual who believes that he or she is being or has been subjected to any form of bullying should immediately report this to his or her supervisor, department head, or the Human Resources & Risk Manager & Risk Management.

In addition, any person who believes they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct to their supervisor or other appropriate person in the chain of command. If this is not possible, the conduct should be reported to the General Manager or District Legal Counsel.

Individuals who violate this bullying policy are subject to disciplinary action, up to and including termination.

4) Policy against Retaliation

No employee will be subjected to any form of retaliation for reporting an incident of bullying or participating in an investigation by the District or its representatives into allegations of bullying.

Additionally, all employees have a duty to cooperate in connection with any investigation being conducted.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **COMPLAINT RIGHTS OF EMPLOYEES**	POLICY NO. 001 -2100
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 2100 COMPLAINT RIGHTS OF EMPLOYEES

The District has a specific procedure outlined in the "Policy Against Discrimination, Harassment, and Retaliation; Complaint Procedure" policy contained in this Manual that should be used to report concerns or complaints related to possible harassment, discrimination, or retaliation based on a protected category. The District has established a complaint process that employees may use to bring forth any complaint that alleges the violation of a specific provision of these Policies that adversely affects the employee and that contains all of the information listed in the "Statement of the Complaint" below.

The following procedure applies to all District employees, unless another dispute resolution procedure applies to the dispute or a discipline policy and procedure applies.

1) Not Applicable to Evaluations or Discipline

   The complaint procedure cannot be utilized to challenge the content of a performance evaluation.

   The complaint procedure shall not apply to any disciplinary matters or procedures that are covered by Article 1900.

2102 STATEMENT OF THE COMPLAINT

A concern is not a complaint unless the affected employee is able to state each of the following:

1) The date of the alleged violation

2) The specific provision(s) of these Policies that were allegedly violated;

3) A description of all facts regarding how the alleged violation occurred;

4) A list of all persons who are witnesses or are involved; and, if relevant,

5) A description of how he or she would like the complaint grievance to be resolved.

The complaining employee(s) may write up his or her complaint or use a District form to make the Statement of the Grievance.

A Statement of the complaint must be signed by the employee filing the grievance to certify that it is filed in good faith.

2103 TIMELINES

Failure of the District to comply with the time limits of the complaint procedures allows the grievant to appeal to the next level of review.

Failure of the complaining employee(s) to comply with the time limits of the complaint procedures constitutes settlement and resolution of the matter on the basis of the last disposition.

The parties may extend time limits by mutual written agreement in advance of a deadline.

1) Procedures

a) First Level Review:

The employee must first work in good faith to resolve the complaint informally through discussion with his/her immediate supervisor no later than 7 working days after the employee(s) first became aware of the facts or circumstances resulting in the filing of the complaint.

Should the supervisor's oral answer to the problem be unsatisfactory to the employee, the employee should prepare and submit a written Statement of the Complaint to his/her immediate supervisor.

It is understood that a supervisor shall be obligated to accept a question or problem in writing only when it is presented within 14 working days after the employee first became aware of the facts or circumstances resulting in the filing of the complaint. The supervisor shall deliver a written answer to the employee within 14 working days.

b) Second Level Review:

If the employee believes that the complaint has not been resolved through Step I, the employee may submit a written Statement of the Complaint to his/her department head.

The employee must submit the Statement of the Complaint within 7 working days after receipt of the supervisor's written answer.

The department head shall consider, discuss the grievance with the complaining employee(s), and/or investigate as he/she deems appropriate, and shall, within 14 working days of receipt of the written Statement of the Complaint, submit his/her decision in writing to the employee(s).

c) Third Level Review:

If the employee believes that the complaint has not been resolved through Step II, the employee may appeal the complaint decision of the department head to the General Manager and the Human Resources & Risk Manager.

Such appeal must be filed within 7 working days of the date of the department head's written decision.

The General Manager and Human Resources & Risk Manager shall consider, discussing the complaint with the employee(s), and/or investigate as he/she deems appropriate, and shall, within 14 working days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.

The decision of the General Manager in collaboration with the Human Resources & Risk Manager shall be final.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **REPORTING A WORKPLACE INJURY**	POLICY NO. 001 -2200
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 2200 REPORTING A WORKPLACE INJURY

This section is intended to provide guidance for the District and its employees in compliance with the District's Safety & Injury Illness Prevention Program.

2201 PROCEDURE

District personnel shall report all injuries, however slight, to his/her immediate supervisor, or if not available, another supervisor in his/her work area, and the Human Resources Department as soon as practicable after the employee has realized that he or she has suffered a recordable work-related injury or illness.

Employees may initially make reports verbally, whether by phone or in person, but shall complete and file with the Human Resources Department a claim form as soon as practicable following the injury or illness. The Human Resources Department will furnish the claim form to be completed and the Workers' Compensation Benefit form.

In the event that the employee is incapacitated and cannot file a claim form, his/her immediate supervisor shall file a preliminary claim form, noting incapacitation of the injured employee, and the District will furnish a claim form to an immediate family member.

Nothing in this policy is intended to deter or discourage employees from accurately reporting a workplace injury or illness and employees shall not be subject to retaliation for making a reasonable report about a workplace illness or injury.

2202 MEDICAL TREATMENT

If medical treatment is needed, the Human Resources Department will provide an "Authorization for Treatment" form.

All personnel shall be treated at the Districts contracted Industrial Medical Clinic unless a personal physician has been designated and on file.

If prompt medical attention is essential, the Human Resources Department should be notified of the injury, and they will call the treating facility with the authorization for treatment.

If the employee continues working while undergoing treatment, all treatment slips from the treating facility must be given to the Human Resources Department and his/her supervisor prior to returning to his/her regular work duties. For information about Workers' Compensation, see Section 1503.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **USE OF DISTRICT VEHICLES, EQUIPMENT, AND TOOLS**	POLICY NO. 001 -2300
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
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SECTION 2300 USE OF DISTRICT VEHICLES, EQUIPMENT, AND TOOLS

District equipment and resources may only be used to conduct District business, except for incidental personal use that is consistent with this Policy. As a result, District equipment and resources are non-public forums.

All District employees are required to adhere to this Policy and all other District policies, including ***Administrative - Vehicle use and Fleet Replacement Policy***; and the District's ***Policy on Drug and Alcohol Use***, when using District vehicles, equipment, tools and resources.

2301 DISTRICT EQUIPMENT OR RESOURCES

District equipment or resources is any District-owned or supplied item or resource, including, but not limited to: intellectual property (e.g., photographs, plans, drawings, formulas, customer lists, designs, formulas), vehicles, telephones, cell phones, pagers, tools, machines, supplies, copy machines, facsimile machines, desks, office equipment, computers (including hardware and software), file cabinets, lockers, Wi-Fi, internet, intranet, District network, data systems, routers, voice mail, servers, and email or voice mail communications stored in or transmitted through District electronic resources or equipment.

2302 NO EXPECTATION OF PRIVACY

The District periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its equipment or resources, including electronic communications and content contained in or transmitted through District networks or electronic resources.

District employees must provide the agency with the employee's username or password for any District-issued equipment or resource.

The existence of passwords or delete functions does not restrict the District's access. As a result, District employees have no expectation of privacy in their use of any District equipment or resources.

2303 APPROPRIATE USE ONLY NO MISUSE

Employees may only use District equipment or resources in compliance with District policies. Except as authorized by this Policy, employees are expected to avoid any use or communication which is unrelated to District business, destructive, wasteful, or illegal.

The District has discretion to restrict or rescind employee access to District equipment or resources. The following are examples of misuse of District equipment or resources:

a) Any use that violates applicable law and/or District policies, rules or procedures.

b) Exposing others to material, which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment.

c) Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status or any other basis protected by law.

d) Communication and/or disclosure of confidential or proprietary District information to unauthorized individuals within or outside of the District.

e) Unauthorized attempts to access or use District data or break into any District or non-District system.

f) Theft or unauthorized transmission or copying of paper or electronic files or data.

g) Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communication.

h) Misrepresentation of one's identity for improper or illegal purposes.

i) Personal commercial or business activities (e.g. "for sale" notices, personal ads, etc.).

j) Transmitting/accessing obscene material and/or pornography.

k) E-Commerce.

l) Online gambling.

m) Installing or downloading unauthorized software or equipment.

n) Violating terms of software licensing agreements.

o) Using District equipment or resources to access and/or use dating web resources, personal social media, or games of any type.

p) Any unauthorized access to District equipment or resources, including using keys or key cards; using or disclosing the username or password of another person or employee to gain access to his or her email or other electronic

resources; or making District equipment or resources available to others who would otherwise have no authorized access.

q) Using District equipment or resources to speak on the District's behalf without authorization.

r) Interfering with any District security measures.

Additional Security Measures

Employees are responsible for the following:

s) Maintaining the security of District equipment and resources under their control. This includes, but is not limited to, locking District vehicles, securing District PC's, PDA's, smart phones, laptops, and workstations with a password, keeping all passwords secure, logging off when a device is unattended, and not providing access to District information systems either deliberately or through failure to secure system access.

t) Promptly reporting any security breaches or theft of District equipment or resources to their supervisor.

2304 DISTRICT EMAIL ADDRESSES

The District's email system is an official communication tool for District business.

The District establishes and assigns official email addresses to each employee as the District deems necessary. Employees must send all District communications that are sent via email to and from his or her official District email address.

Employees are prohibited from using their private email address (such as Gmail, yahoo, MSN/Hotmail, etc.) when communicating District business via email.

Should an email related to District business be sent to an employee's personal email account, the email should be immediately forwarded to the employee's District email account and responded to accordingly.

1) Incidental Personal Use

Employees may use District telephones, cell phones, internet access, and email for incidental personal communications provided that the use:

a) Is kept to a minimum and limited to break times or non-working hours;

b) Does not interfere or conflict with District operations or the work performance of any District employees;

c) Allows the employee to more efficiently perform District work;

d) is not abusive, illegal, inappropriate, or prohibited by this Policy (for example, no social media use, no electronic dating, no gaming); and

e) Clearly indicates it is for personal use and does not indicate or imply City sponsorship or endorsement.

2305 USE OF DISTRICT VEHICLES

Due to the need for designated District personnel to respond to emergencies as soon as possible and be available to the public on a 24-hour basis, the General Manager, Assistant General Manager, Director of Operations, Director of Engineering, field supervisors, shift operator, and on-call employees shall be assigned a District vehicle to be used for commuting from home to work and from work to home.

The use of a District vehicle for this purpose is a benefit to the District, not the employee; however, per IRS regulations the use of the vehicle for commuting must be calculated as a taxable benefit.

Employees are provided with a District vehicle primarily to assist in the performance of their job duties. Its use is strictly limited to business purposes and may not be used for personal reasons.

District vehicles shall not be loaned to any other person, contractors, cities, other agencies, other companies, or organizations without authorization from the General Manager or Designee.

On-call or stand-by employees may, at the discretion of the Director, take a District vehicle home during the on-call or stand-by period. With the permission of the Director, the on-call or stand- by employee may use the District vehicle for transportation to and from the District worksite to facilitate availability during their authorized duty time but at no time may they transport non-District employees in the District vehicle.

Any employee operating a District vehicle must meet certain requirements related to license, driving record, vehicle operation, idling, parking, care and maintenance. ***(Please see Administrative - Vehicle use and Fleet Replacement Policy***)

Employees are expected to adhere to all traffic and safety laws while operating a District owned vehicle. Employees who are involved in a travel accident or whom incur any vehicle damage while operating a District owned vehicle must promptly report the incident to their immediate supervisor, or Director, the IOC and follow the traffic accident procedures outlined in ***Administrative - Vehicle use and Fleet Replacement Policy***)

Failure to comply shall subject the employee to disciplinary action and/or termination.

2306 PERSONAL USE OF EQUIPMENT AND TOOLS

District-owned equipment and tools shall not be used for personal use.

2307 CELL PHONE USE WHILE DRIVING

Employees who drive or operate District vehicles or equipment, or who drive or operate any vehicles or equipment while on District business/time, are expected to comply with all California laws and rules concerning road safety.

While employees are driving or operating District vehicles or equipment, or while driving or operating any vehicles or equipment while on District business/time, the District strictly enforces a "no touch" rule concerning cell phones. The no touch rule means that during driving/operating, an employee: 1. cannot hold a phone for any reason; 2. cannot speak on the phone, unless using a hands free device; 3. cannot text for any reason; 4. cannot manipulate, touch, or swipe a phone unless the phone is mounted, and interaction is limited to single swipes or taps; and 5. cannot look at a phone screen while holding it, even if the phone is not being actively used. Employees who are unable to comply with this no touch rule are expected to safely pull over before using their phone.

Employees who are required to keep their District-issued cell phone turned on while driving or operating equipment on District business/time are expected to comply with the no touch rule.

Failure to comply with this policy may constitute grounds for discipline.

Personal Cell Phone Use

Field personnel will use the District two-way radios to conduct daily business. In emergency situations, cell phones may be utilized for communication purposes.

2308 ELECTRONIC TRACKING TECHNOLOGY

Employees of the District may, in the course of employment, be required to drive and/or ride in an agency-owned or leased vehicle equipped with Electronic Tracking Technology.

Electronic Tracking Technology means a technological method or system used to observe, monitor, or collect information, including telematics, Global Positioning System (GPS), wireless technology, or location-based technologies.

Electronic Tracking Technology may include event data recorders (EDR), sensing and diagnostic modules (SDM), or other systems that are used for the purpose of identifying, diagnosing, or monitoring functions related to the potential need to repair, service, or perform maintenance on the District vehicle and/or to capture safety systems-related data for retrieval after a collision or similar incident has occurred.

Electronic Tracking Technology is intended to allow the District to monitor location, elevation, and velocity of its vehicles.

Electronic Tracking Technology use for public safety greatly enhances job performance, personnel safety, situational awareness, and may provide assistance in time critical scenarios.

Electronic Tracking Technology in District-vehicles may also be used for other business-related purposes, including, but not limited to, measuring productivity, locating stolen vehicles, providing aid

to vehicles that break down, increasing employee safety, managing agency resources effectively, or ensuring that employees are following their routes or assignments.

The District may use Electronic Tracking Technology at the agency's sole discretion.

Utilized for Disciplinary Investigations

The District may utilize Electronic Technology to initiate a disciplinary investigation or discipline of its employees pertaining to the misuse or abuse of their vehicles, inappropriate use of time, speeding or other misconduct. Thus, the documents provided by the Electronic Tracking Technology, if any, could be part of a personnel file and subject to protections afforded the same.

The California Public Records Act may require that the District disclose specified public records. In response to requests for such disclosure, it may be necessary to examine Electronic Tracking Technology records to determine whether they are public records that are subject to disclosure. Additionally, the agency may be required to produce information obtained from Electronic Tracking Technology pursuant to a court order, subpoena, or statute.

Employees are prohibited from altering or attempting to alter or disable electronic Tracking Technology in the District's vehicles.

2309 VIDEO SURVEILLANCE POLICY

a. Purpose:

The District is committed to public safety, crime prevention and stewardship of publicly owned assets.

Where warranted, WVWD may use video surveillance systems in or on WVWD-owned or -operated buildings/sites to increase situational awareness in the event of public safety incidents and in the investigation of criminal activity where appropriate, including theft, vandalism and property crimes.

This policy provides guidance for the placement and monitoring of department video surveillance, as well as the storage and release of the captured images to regulate the use of the video surveillance used to observe and record public areas for the purpose of safety and security. Adoption of this policy will ensure that all video surveillance cameras are used in a manner that protects the legal rights and privacy interests of District employees and the community at large.

WVWD shall maintain control of and responsibility for its video surveillance at all times. The existence of this policy does not imply or guarantee the cameras will be monitored in real time.

b. Applicability:

Monitoring of video surveillance systems will be conducted in a professional, ethical and legal manner. The District and its employees shall comply with all federal, state and WVWD laws, rules and regulations regarding privacy and the use of the video surveillance systems .

This policy applies to all WVWD employees or other personnel authorized to operate and utilize the District's video surveillance systems, and they shall be familiar with the laws, policies, and procedures regarding its use. The use of video surveillance systems for monitoring or recording must be conducted in a manner consistent with this policy, and all other District administrative policies and procedures. Unauthorized use of the District's video surveillance systems may result in disciplinary action.

c. <u>Procedure:</u>

Surveillance Equipment Placement

- Strategic location, placement and direction of cameras will be based on coordination/consultation with a surveillance professional.
- The Director of Operations, Chief Water Systems Operator – Distribution, Chief Water System Operator – Production, HR/RM and IT will work with staff for proper camera equipment selection, installation, and review of specific camera locations to ensure that the perimeter of view of the cameras conforms to this policy, and will make recommendations to the General Manager, or designee.
- Surveillance cameras may be placed in strategic locations throughout the WVWD facilities with the approval from the General Manager, or designee.
- All camera installations are subject to federal and state laws.
- Placement of cameras for video surveillance may include, but is not limited to:
    - All WVWD owned property, including but not limited to; buildings, parks, trails, well sites and parking lots.
    - In conjunction with the placement of a kiosk.
    - Temporary cameras for special events.
    - Other areas deemed appropriate by Law Enforcement.

Signage:

All public areas that are monitored by WVWD video surveillance will be marked in a conspicuous manner with appropriate signs to inform the public that the area is under surveillance. Signs shall be well lit to ensure visibility. Signage will state the following or similar wording: "THIS AREA IS SUBJECT TO VIDEO SURVEILLANCE BY THE WEST VALLEY WATER DISTRICT." In addition, such signage will provide a telephone number that individuals may call for further information.

Monitoring

- By default, images from each camera will be recorded on a 24-hour basis every day of the week. In the event that a site is determined by the General Manager, or designee, to be best served by motion activated cameras, images at the specified location will be recorded as triggered by the motion system. When activity warranting further investigation is reported or detected at any camera location, the General Manager, or designee, may selectively view the appropriate camera and relay any available information to Law Enforcement, subject to a lawful request, compliance with applicable law, and relevant privacy protections. The General Manager, or designee, is authorized to adjust the cameras to other public vantage points to more effectively view a particular area for any legitimate public safety purpose.

- The video surveillance only records images and do not record sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high value or high threat areas. In addition, the video surveillance may be useful for the following purposes:

a) To assist in identifying, apprehending and prosecuting offenders.

b) Assist in gathering evidence for criminal and civil court actions.

c) Help emergency services personnel maintain public order.

d) Help improve the general environment.

e) Assist in providing effective public services.

Surveillance monitoring will be conducted in a professional, ethical and legal manner. The surveillance cameras will not be used to invade the privacy of individuals or to look into areas where a reasonable expectation of privacy exists. All reasonable efforts will be taken to protect these rights. Surveillance monitoring shall not be used to harass, intimidate, or discriminate against any individual or group, including surveilling citizens based solely on race, gender, ethnicity, sexual orientation, disability, or any other classifications protected by ordinance or statute.

- Copying, duplicating and/or retransmission of live or recorded video shall be limited to the General Manager, or designee.

- No unauthorized personnel, staff or member of the public is allowed to view of record camera data without District's permission (for example, no use of cellular phone or device to record from District's monitor).

Review or Release of Video Images

- The review or the release of video images shall be done only with the authorization of the General Manager, or designee, in consultation with legal counsel.

- Video images needed for a criminal investigation, or other official reason, shall be collected and released to Law Enforcement subject to a lawful request, compliance with applicable law, and relevant privacy protections.

- Requests for recorded video images from other government agencies, or by a submission of a court order or subpoena, shall be promptly submitted to the General Manager, or designee, and submit results to the requesting agency. Every reasonable effort should be made to preserve data requested.

- Video images captured that are requested will be made available only to the extent required by law. Except as required by a valid court order or other lawful process, video images requested under the Public Records Act will not be disclosed to the public when such video images are evidence in an ongoing criminal investigation.

- Legal Counsel will be consulted on all Public Records Act requests prior to the release of any video images.

d. <u>Roles & Responsibilities:</u>

The consistent and appropriate implementation of this policy is incumbent upon the coordinated actions of various members of the WVWD team. The following serves as a guideline for various roles and responsibilities. In the event that issues or concerns are identified with this policy or the system, it is expected that information will be immediately brought to the attention of the General Manager.

Authorized WVWD Video Operators

- Be trained in the technical, legal, and ethical parameters of appropriate use of video surveillance systems.

- Guarantee that video surveillance systems are not used to invade the privacy of individuals or to harass, intimidate or discriminate against any individual or group.

- Agree to monitor video surveillance footage based on suspicious behavior and not individual characteristics.

- Guarantee not to view private rooms or areas through windows.

- Not tamper with or otherwise alter any part of video surveillance system footage (which may open the WVWD Video Operator up to possible criminal charges).

- Not release, store or delete video surveillance system footage without express acknowledgement pursuant to this policy.

- Receive a copy of this policy and provide written acknowledgement that they have read and understood its contents.

Information Technology

- Monitor system alarms that are generated through digital camera systems.
- Report any alarms or adverse conditions to the appropriate Operations staff.
- Conduct a quarterly audit of surveillance equipment and video storage to ensure that data is being effectively viewed and stored in compliance with this policy.
- Responsible for the overall operation of the surveillance system (including water and facility sites).
- Ensures that all cameras are functional, properly aimed, and recording by conducting a system check of these assets on a weekly basis. This check will be logged for future reference if needed.
- Immediately report any issues with the surveillance system to the Facilities Maintenance Technician and submit the appropriate work order for repair/replacement on a timely basis such that the repairs can be made. In addition, IT staff shall immediately notify the Manager overseeing the affected camera asset of the issue and plan for repair.
- Develop/update training materials that will be presented to all camera system users on an annual basis. This training will consist of operational, technical, ethical, and legal requirements associated with system use and operation and in accordance with the language of this policy.
- Monitor new developments in the relevant law and in security industry practices to ensure that video surveillance systems operated within the District are consistent with the highest standards and protections and are compliant with all federal, state and local laws.

Operations

- General camera system users must comply with this policy and the training materials referenced above.

Facilities Management

- Any issues or damage with surveillance system equipment should be immediately assessed and addressed as quickly as possible with IT. Repair or replacement must be initiated within 1-week, and status must be communicated to IT and the Manager overseeing the affected camera asset area.
- Take leadership role in helping WVWD staff plan and install surveillance equipment within the District.

e. Recording Access

Recorded information captured by video surveillance systems shall be indexed in such a way as to permit retrieval by date and time. Requests for access to recorded information must be made through the Director of General Services, stating the location(s) and time frame requested. All persons having access to recordings shall receive training and unique user identification in order to access recordings. Stored images shall only be accessed and retrieved by authorized system users. Information that will be used for evidentiary purposes shall be maintained and secured as evidence in accordance with policies and procedures for evidence.

f. Video Retention

The Director of General Services must keep a log of all video surveillance systems that includes each camera's activation date, dates representing the video surveillance system's rotation cycle and dates of routine footage destruction. In addition, the Director of General Services must also maintain an access log for all instances of access to, or use of, video surveillance system records. This log shall include the date, time, and identification of the person or persons to whom access was granted, as well as a summary of the reason for which access was necessary. All logs will be made available upon request pursuant to the provisions of the California Public Records Act. (Cal. Gov. Code § 6250 *et seq*.).

g. Additional Information:

- The Human Resources and Risk Manager will review any complaints regarding the utilization of video surveillance and determine whether this policy is being followed and render a decision on the complaint. An appeal of the Division Director's decision may be taken to the General Manager or designee who will render a decision that will be final, in the General Manager's sole discretion.

- This policy does not address the use of the following:

    - Webcams for general use by WVWD staff.

Video equipment for recording of public performances or events, interviews or other use for broadcast or educational purposes

APPROVAL DATE April 16, 2026	HR POLICY TITLE **FITNESS FOR DUTY EXAMINATIONS**	POLICY NO. 001 -2400
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 2400 FITNESS FOR DUTY EXAMINATIONS

2401 APPLICANTS

After a conditional offer of employment has been extended to an applicant, the District may require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification.

An applicant or employee who is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

1) Current Employee

Human Resources may require an employee to submit to a fitness for duty examination to determine if there are concerns that an employee may not be able to perform the essential functions of his or her job when there is significant evidence that:

a) The employee's ability to perform one or more essential functions of his or her job has declined; or

b) Could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties or is still capable of performing those duties in a manner that does not harm him or herself or others.

2402 ROLE OF HEALTH CARE PROVIDER

The District may request the applicant's or the employee's health care provider to conduct a fitness for duty exam on the applicant or employee or may request a District-selected health care provider to do so at the District's expense.

The District will allow an employee paid time off to attend the exam. The District will provide the heath care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job.

The examination will be limited to determining whether the applicant or employee can perform the essential functions of his/her position and any work restrictions and/or functional limitations that apply to the applicant or employee.

The health care provider will examine the employee and provide the District with non-confidential information regarding whether:

a) The applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act (DFEH);

b) The applicant or employee is fit to perform essential job functions;

c) Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;

d) There are any reasonable accommodations that would enable the employee to perform essential job functions; and

e) The employee's continued employment poses a threat to the health and safety of him or herself or others.

Should the health care provider exceed the scope of the District's request and provide confidential health information, without valid consent of the applicant or employee, the District will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the District has requested.

2) Authorization for Use of Medical Information

During the course of a fitness for duty examination, the District will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

3) Medical Information from the Employee or Applicant

If an employee or applicant submits medical information to the District from his or her own health care provider, the Human Resources & Risk Manager will not forward that information on to the health care provider who conducted the examination for the District, without the employee or applicant's written authorization.

Upon receipt of the written authorization, the Human Resources & Risk Manager will request the District-paid health care provider to determine whether the information alters the original fitness for duty assessment.

2403 ACCESS TO MEDICAL INFORMATION REGARDING FITNESS FOR DUTY

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information.

Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the Human Resources & Risk Manager & Risk Management, the District's legal counsel, first aid and safety personnel in case of emergency, and department heads and supervisors who are responsible for identifying reasonable accommodations.

Medical records and information contained therein may be released pursuant to state and federal law.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **WHISTLEBLOWER PROTECTION**	POLICY NO. 001 -2500
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 2500 WHISTLEBLOWER PROTECTION

The District prohibits all the following:

a) Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;

b) Preventing an employee from disclosing information to a government agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;

c) Retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation; and

d) Retaliating against an employee because the employee's family member has or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

2501 POLICY COVERAGE

This Policy governs and protects District officials, officers, employees, temporary employees, and applicants for employment.

1) Definitions

Protected Activity includes any of the following:

- Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates state or federal law or a violation or noncompliance with a local, state, or federal rule or regulation.

- Participating in or cooperating in good faith with a local, federal, or state enforcement agency that is conducting an investigation into alleged unlawful activity.

- Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity.

- Associating with another covered individual who is engaged in any of the protected activities enumerated here.

- Making or filing in good faith and with reasonable cause an internal complaint with the District regarding alleged unlawful activity.

- Providing informal notice to the District regarding alleged unlawful activity.

- Calling a governmental agency's "Whistleblower hotline" in good faith.

- Filing a written complaint under penalty of perjury that the District has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety.

- Refusing to participate in any activity that the employee reasonably believes would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation.

"Adverse Action" may include, but is not limited to, any of the following:

- Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity.
- Refusing to hire an individual because of actual or potential protected activity.
- Denying promotion to an individual because of actual or potential protected activity.
- Taking any form of disciplinary action because of actual or potential protected activity.
- Extending a probationary period because of actual or potential protected activity.
- Altering work schedules or work assignments because of actual or potential protected activity.

- Condoning hostility and criticism of co-workers and third parties because of actual or protected activity.

- Spreading rumors about a person because of that person's actual or perceived protected activity.

- Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

2502 COMPLAINT PROCEDURE

An applicant, employee, or temporary employee who feels he or she has been retaliated against in violation of this Policy should immediately report the conduct according to the complaint procedure in the District's Policy against Discrimination, Harassment or Retaliation so that the complaint can be resolved fairly and quickly.

Supervisors and Directors have the same responsibilities as defined in the Policy against Discrimination, Harassment or Retaliation.

2503 OPEN AND TRANSPARENT:

This Policy is designed to provide the agency with the opportunity to promptly address and remedy retaliation against actual or perceived whistleblowers.

It is our policy to always be as open and transparent as possible in response to complaints of-whistleblowing. The goal is always to comply with the law and promptly correct any failures to do so. History shows that the cover up is always worse than the original failure of compliance.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS**	POLICY NO. 001 -2600
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
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SECTION 2600 REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS

To carry out the District's commitment to providing equal opportunity for all applicants and employees, the District will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy.

Absent undue hardship or direct threats to the health and safety of employee(s), the District provides employment-related reasonable accommodations to:

- Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
- Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider; and
- Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
- Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

Based on the particular facts of each case, the District shall determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. These determinations will be analyzed on an individualized basis.

The District will consider the preference of the employee or applicant but has the right to select and implement any accommodation that it deems effective.

2601 WHEN TO INITIATE THE INTERACTIVE PROCESS

The District will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, the District will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the District's designated representative(s), and, if necessary, the employee or applicant's health care provider. The District will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of reasonable accommodation(s) to provide. The District will not provide an accommodation that would impose an undue hardship upon the District

or that is not required by law. The District will inform the employee or applicant of any decisions made under this section in writing.

The District will initiate the interactive process when:

- An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or The District otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or

- The District becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; or an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or

- An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or

- An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work; or

- An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or

- The District is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices.

1) Interactive Communication

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Human Resources Department will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and his or her designated representative, (if any).

The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations.

The employee conducting the interactive process will document these communications in writing.

2602 POTENTIAL ACCOMMODATIONS FOR APPLICANTS OR EMPLOYEES WITH DISABILITIES AND/OR FOR RELIGIOUS REASONS

The District will provide reasonable accommodations for applicants and employees with disabilities in accordance with the Americans with Disabilities Act (the "ADA") and California law, and for applicants and employees based on their sincerely held religious beliefs, practices, or observance under state and federal law.

An applicant or employee who seeks a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Department. The request must identify (a) the job-related functions at issue; and (b) the desired accommodation(s). Following receipt of the request, the Human Resources Department, or their designee, may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform their essential functions (or the applicant's ability to perform the essential functions of a desired position), but will not require disclosure of diagnosis or genetic history.

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain his or her current job.

The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others.

The District will consider accommodations that the applicant or employee suggests but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to:

- Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, and/or the provision of qualified readers or interpreters;

- Job restructuring;

- Part-time or modified work schedules;

- Paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave;

- Preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system;

- Reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or

- Reassignment to a temporary position, if the individual agrees.

2603 POTENTIAL ACCOMMODATIONS FOR EMPLOYEES AFFECTED BY PREGNANCY AND RELATED MEDICAL CONDITIONS

The District will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable. Such accommodations may consist of:

- Modified work duties or a modified schedule to permit earlier or later hours or more frequent breaks; stools, chairs or other furniture; modified or acquired equipment or devices; reduced work hours; or other accommodations,

- Temporary transfers to a less strenuous or less hazardous position, if such transfer can be reasonably accommodated, or

- A "Pregnancy-Related Disability Leave" if the employee is disabled by pregnancy, as described in the District's leave of absence policy.

- Providing more frequent breaks;

- Providing seating;

- Time off for medical appointments;

- Transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. (However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four-month pregnancy disability leave entitlement.)

Employees seeking a pregnancy-related accommodation, including transfer under this policy, should notify the District's Human Resources Department. This notice must be timely and be provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy or her coworkers).

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee.

Whether an accommodation is reasonable is a case-by-case analysis that considers several factors, including, but not limited to the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices.

2604 LACTATION POLICY

The District will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk.

The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid, or the employee may choose to use accrued leave. However, if the employee performs any work during such break, she must accurately record all time worked and the District will compensate her for such time.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The District will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- Be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The District will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area. In the event that more than one employee needs use of the lactation room, the District will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space or creating a schedule for such use.

a) Requesting Lactation Accommodation

An employee may make a request for lactation accommodation, either orally or in writing, with their supervisor and the Human Resources Department.

Following receipt of a request for lactation accommodation, the District will provide a timely written response to the employee in which the District will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee who does not believe that the District is providing an appropriate lactation accommodation should immediately inform the Human Resources Department.

An employee who does not believe that the District is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

If the District cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to the District's Human Resources Department that describes the nature of the change that is requested.

b) Storage of Expressed Milk

Any employee storing expressed milk in any authorized refrigerated area within the District shall clearly label it as such.

The District prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to the Human Resources Department. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

2605 POTENTIAL ACCOMMODATIONS FOR EMPLOYEE-VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

The District will also provide reasonable accommodations for an employee who is the victim of domestic violence, stalking or sexual assault if: (i) the employee has disclosed that status to the District, and (ii) the employee requests an accommodation for the employee's safety while at work. Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the District will consider the exigent circumstance or danger facing the employee.

The District will consider the preferences of the employee to be accommodated but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to:

- Transfer, reassignment, modified schedule;
- Change in work telephone number;
- Change in location of workstation;
- Installation of locks;
- Assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace;
- The implementation of a safety procedure(s);
- Adjustment to job structure, workplace facility, or work requirement; and
- Referral to a victim assistance organization.

2606 POTENTIAL ACCOMMODATIONS FOR RELIGIOUS CREED, RELIGIOUS DRESS PRACTICE, OR RELIGIOUS GROOMING PRACTICE

Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement.

The District will consider the preference of the employee or applicant but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to:

- Job restructuring or job reassignment (but not segregation from other employees or the public);
- Modification of work practices, including dress or grooming standards;
- Allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with his or her religious observances.

2607 DETERMINATION

After the interactive process communications, the Human Resources Department will review the information received, and determine:

1) whether all available information has been reviewed;

2) whether all potential accommodations that the applicant or employee has suggested have been considered;

3) whether additional discussions with the applicant or employee would be helpful;

4) whether the applicant's or employee's preferences have been considered;

5) if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming him or herself or others; and

6) if the accommodations would pose an undue hardship on District finances or operations.

The Human Resources Department will inform the applicant or employee of his or her determination in writing. They will use his or her discretion based upon the particular facts of each case.

7) Supporting Documentation or Certification

a) Reasonable Medical Documentation of Disability

If the disability or the need for reasonable accommodation is not obvious, the District may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the agency will:

1. explain the insufficiency;

2. allow the employee or applicant to supplement the documentation; and

3. pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

b) Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the District will provide the employee with notice of the need for a medical

certification within two business days after the employee's request for accommodation.

A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

c) Certification of Victim Status

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:

1. A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and

2. A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

d) Accommodations for Sincerely Held Religious Beliefs and Observance

An employee who is requesting accommodation for a sincerely held religious belief or observance need not provide certification, however, if the District has an objective basis for questioning either the religious nature or sincerity of a particular belief or practice, the District may seek additional information. "Objective basis" means a reasonably good faith belief based on facts.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **POLITICAL ACTIVITIES POLICY**	POLICY NO. 001 -2700
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 2700 POLITICAL ACTIVITIES POLICY

The policy provides guidelines for District officers and employees regarding participation in political activities.

2701 APPLICABILITY

This policy applies to all District officers and employees.

2702 POLICY

The political activities of District officers and employees are restricted by certain State and Federal laws. District officers and employees shall obey all applicable laws.

District officers and employees are prohibited from the following:

1) engaging in political activities of any kind while on duty for the District or during work hours;

2) engaging in political activities of any kind while wearing a District uniform or other District issued clothing

3) engaging in political activities of any kind while on District premises;

4) soliciting or receiving political funds or contributions to promote the passage or defeat of any ballot measure that would affect working conditions during the working hours of its officers and employees, or in District offices; or

5) directly or indirectly soliciting political contributions from other officers or employees of the District unless the solicitation is part of a solicitation made to a significant segment of the public which may incidentally include officers from and employees of the District.

Nothing stated herein shall be construed as limiting any District Officer's or employee's right to vote, or freedom of reasonable expression or right of association, nor the exercise of any rights protected by the Constitution of the United States of America and the State of California.

APPROVAL DATE April 16, 2026	HR POLICY TITLE **STANDARD OF CONDUCT**	POLICY NO. 001 -2800
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE April 16, 2026
SUPERSEDES: Version #1		

SECTION 2800 STANDARD OF CONDUCT

2801 RESPECTFUL WORKPLACE POLICY

The District is committed to fostering a workplace culture that promotes mutual respect, professionalism, and inclusivity so that all employees feel valued and respected. This policy outlines expectations for respectful behavior and provides guidance on addressing and resolving disrespectful conduct.

As set forth in the District's Policy Against Harassment, Discrimination, and Retaliation, all individuals at the District are entitled to work in an environment that is free from harassment, discrimination, bullying, and any form of disrespectful behavior. The District values diversity, inclusion, and open communication, and expects all individuals to conduct themselves in a professional and courteous manner.

The District endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on common sense and fair play. All employees are expected to act with good common sense and in a business-like manner.

Because everyone may not have the same idea about proper workplace conduct, it is necessary to adopt and enforce rules all can follow. The following are examples of some but not all conduct which may subject the offender to disciplinary action, up to and including discharge, in the District's sole discretion:

a. Obtaining employment on the basis of false or misleading information;
b. Stealing, removing or defacing District, client or co-worker's property;
c. Violation of the Harassment Policies;
d. Violation of the Policy Against Drugs and Alcohol in the Workplace;
e. Violation of the Workplace Violence Prevention Plan;
f. Violation of the Anti-Bullying Policy;
g. Violation of the Attendance Policy;
h. Putting false information on timecards;
i. Leaving premises for personal time while still clocked in;
j. Loitering or loafing during work time, or leaving a work area without the permission of management;
k. Gambling on District property;

l. Willful or careless destruction or damage to District assets or to the equipment or possessions of another employee;
m. Performing work of a personal nature during working time;
n. Fighting or threatening violence in the workplace;
o. Using excessively abusive, threatening or obscene language;
p. Sabotaging another employee's work;
q. Making malicious, false and harmful statements about other employees;
r. Publicly disclosing another employee's private information;
s. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
t. Falsifying company records or reports, including one's time records or the time records of another employee;
u. Any other violation of District policy.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

Nothing in this policy is intended to, nor should be construed to limit or interfere with employee rights as set forth under all applicable provisions of the National Labor Relations Act, including Section 7 and 8(a)(1) rights to organize and engage in protected, concerted activities regarding the terms and conditions of employment.

2802 CONSENSUAL RELATIONSHIP POLICY

The District strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment.

Individuals in supervisory or managerial roles and those with authority over others' terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions.

Definitions:

A "personal relationship" is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

Notification:

If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the department director or manager. To maintain transparency, professionalism, and compliance with workplace policies, employees engaged in a consensual relationship are required to disclose their relationship status to Human Resources and complete a Consensual Relationship Agreement, attached as Appendix A to this handbook. Failure to inform Human Resources of an actual or potential conflict of interest arising from employees who engage in a personal relationship may subject one or both employees to discipline, up to and including termination.

Policy:

The District reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect the terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, the District will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer of one or both parties to other positions or departments. If one or both parties refuse to accept a reasonable solution, such refusal will be deemed a voluntary resignation.

In cases where employees are engaged in a consensual relationship and no conflict exists; the following expectations apply:

- During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
- During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
- Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on District premises, whether during working hours or not.
- Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the District's disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

- Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
- Failure to cooperate with the District to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.
- Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.

Any concerns about the administration of this policy should be addressed to Human Resources.

Acknowledgement of Receipt of Employee Personnel Policies and Procedures

Employee Name (Printed):_____

I acknowledge that I have received a copy of the *West Valley Water District* ("District") Personnel Policies and Procedures ("Manual"), (as issued in 2026). I have promptly read its contents, and I am responsible for knowing and adhering to the policies set forth in the Manual during my employment with the District.

I specifically acknowledge that I have read and understand the following policies: Equal Employment Opportunities, Meal and Rest Periods, Overtime, Sick Leave, Family & Medical Leave, Pregnancy Disability Leave, Drug & Alcohol Usage, Policy Against Discrimination, Harassment And Retaliation; Complaint Rights of Employment, Confidentiality, Electronic Communications, Internet Use, and Workplace Violence.

I acknowledge that I have read and understood the District's Video Surveillance Camera Policy. I consent to the use of surveillance cameras for the purposes outlined in the policy, including but not limited to ensuring safety, security, and adherence to organizational policies within the District. I understand that the surveillance cameras will be operated in compliance with applicable laws and regulations, and that recorded footage will be accessed only by authorized personnel for legitimate purposes as described in the policy. My signature below confirms my agreement to abide by the terms of the Surveillance Camera Policy.

The policies contained in the Manual are not intended to create any contractual rights or obligations, and the District reserves the right to amend, interpret, modify, or withdraw any portion of this Manual at any time.

I understand and agree that nothing in the Manual creates or is intended to create a promise or representation of continued employment. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment. This Manual supersedes all prior agreements, understandings, and representations concerning my employment. I understand that if I have questions regarding the Manual that I can discuss with my management team or the District's Human Resources department.

Signature _____ **Date _____**

APPENDIX A

CONSENSUAL RELATIONSHIP AGREEMENT

This Consensual Relationship Agreement ("Agreement") is entered into on _____ 2026, by _____ ("Party A") and _____ ("Party B") (Collectively, the "Employees"). Employees are currently employed by West Valley Water District, (hereinafter the "District").

1. EQUAL EMPLOYMENT OPPORTUNITY WORKPLACE. Employees acknowledge and agree that it is District policy to provide an equal opportunity in hiring, employment, promotion, compensation, and all other employment-related decisions and does not discriminate on the basis of race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, age (40 years and older), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning (or is perceived to be transitioning), sexual orientation, sex stereotyping, marital status, domestic partner status, military service and veteran status, physical and/or mental disability (including HIV and AIDS), legally protected medical condition or information (including genetic information,) protected medical leaves (requesting or approved), status as a victim of status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state or federal laws. Employees understand that the District does not tolerate unwelcome or offensive conduct or conduct that creates a hostile work environment that is in any way based on or related to a person having any of the characteristics described herein.

By signing this agreement, Employees agree they have received, read, and understand and will abide by the District's Equal Employment Opportunity policy.

2. PROHIBITION AGAINST ALL FORMS OF SEXUAL HARASSMENT. Employees also recognize and agree that the District strongly disapproves of and will not tolerate sexual harassment, a form of

unlawful discrimination, discrimination or retaliation. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made, explicitly or implicitly, a condition of an individual's employment or advancement; (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such unreasonable conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Employees agree that they have received, read, understand, and abide by the District's Harassment policy.

3. ACKNOWLEDGMENT OF CONSENSUAL INTIMATE RELATIONSHIP. Employees acknowledge that, at least as of the date of this agreement, they have voluntarily and consensually entered into a personal and intimate relationship with each other. As such, Employees express confirm the following:

- They have read and understand the District's Consensual Relationship Policy and agree to abide by its terms and conditions.
- Our relationship is entirely voluntary and consensual.
- Our relationship will not have a negative impact on our work.
- We will not engage in any public displays of affection or other behavior that might create a hostile work environment for others or that might make others uncomfortable.
- We understand that one or both of us may need to transfer to another department to remove any conflicts of interest in our working environment. We understand that the District will make such a decision without regard to any protected class characteristic and in compliance with the District's policies. To the extent the District cannot resolve the conflict of interest through transfer or reassignment, the District will inform both parties and discuss all available solutions.
- We will act professionally toward each other at all times, even after the relationship has ended.

- We will not participate in any District decision-making processes that could affect each other's pay, promotional opportunities, performance reviews, hours, shifts or career, while in this relationship and in the event that this relationship ends.
- We agree that, if the relationship ends, we will inform the District.
- We each agree that, if the relationship ends, we will respect the other person's decision to end the relationship and will not retaliate against the other person, engage in any unprofessional or inappropriate efforts to resume the relationship, or engage in any other conduct toward the other person that could violate the anti-harassment policy.

4. RELEASE OF CLAIMS RELATED TO RELATIONSHIP. Employees agree that the District is not obligated to inquire as to the exact nature of the relationship or whether and how Employees may interact with each other outside of open workspaces or outside of work hours. Employees adamantly assert any and all such interactions must be presumed to be voluntary and consensual, and Employees waive all right to grieve such conduct through District policies or to bring any claim on the basis of failure to prevent harassment, hostile work environment or any other claim that might arise related to such interactions. Employees voluntarily and irrevocably release District and its directors, officers, employees, fiduciaries, agents, successors, and assigns (collectively, "Released Parties") from and against any and all individual relief claims, obligations, debts, demands, judgments, or causes of action of any kind whatsoever, known or unknown, actual or contingent, whether brought at law, in equity or otherwise, based on tort, contract, statute, or on any other basis, which Employee has or may have against any of the Released Parties (collectively, "Claims"), which arise from or are related to Employees' relationship or the interactions between Party A and Party B. This release also includes all claims for equitable relief, actual, compensatory, consequential, punitive, special, multiple, or other damages, expenses (including without limitation attorneys' fees and court costs). This release includes, without limitation, any and all Claims Employees have or may have against the District or any other Released Party arising under any federal, state, local, or foreign statute, common or other law.

The parties agree that should any non-material provision of this Agreement be declared illegal or invalid by decision of any court of law or administrative agency, all other provisions of this Agreement shall nevertheless remain in full force and effect.

THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT AND ARE SIGNING VOLUNTARILY.

Date: _____ _____

[PARTY A - PRINT NAME]

Date: _____ _____

[PARTY B - PRINT NAME]

Date:_____ WEST VALLEY WATER DISTRICT

By:_____

John Thiel, General Manager

PERSONNEL POLICIES AND PROCEDURES

FOR

WEST VALLEY WATER DISTRICT

- Issued __July _____, 2025

Supersedes all previously issued Manuals and employee policies.

DISCLAIMER

THIS MANUAL IS NOT DESIGNED TO EXPLAIN EVERY EMPLOYMENT SITUATION OR OUTLINE EVERY RELEVANT POLICY OR PRACTICE. THIS MANUAL IS NOT INTENDED TO CONSTITUTE AN EMPLOYMENT CONTRACT OR A GUARANTY OF FUTURE EMPLOYMENT.

THE DISTRICT RESERVES THE RIGHT TO REVISE, MODIFY, DELETE, OR ADD TO ANY AND ALL POLICIES, PROCEDURES, WORK RULES, OR BENEFITS STATED IN THIS MANUAL OR IN ANY OTHER DOCUMENT. ANY CHANGES TO THIS MANUAL WILL BE DISTRIBUTED IN WRITING TO ALL EMPLOYEES SO THAT EMPLOYEES MAY BE AWARE OF THE NEW POLICIES.

WEST VALLEY WATER DISTRICT
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SECTION 100 PERSONNEL POLICIES AND PROCEDURES

The Personnel Policies and Procedures contained in this document, in their entirety, shall be known and may be cited as the "Human Resources Policies & Procedures."

Any reference to policies contained within these Human Resources Policies & Procedures may be referred to as "Policies."

101 SEVERABILITY

If any section, subsection, sentence, clause, or phrase of these Human Resources Policies & Procedures Manual is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Manual.

102 DELEGATION OF AUTHORITY

The Board of Directors ("Board") of the West Valley Water District ("District") retains the ultimate authority over all personnel actions as authorized by law and these Policies.

The Board may delegate to the District's General Manager or Human Resources Department the authority to authorize employment, establish job responsibilities, and perform other personnel actions as to subordinate employees in accordance with all federal and state laws and regulations and these Policies.

The Board's designee may include the District's General Manager, Human Resources Department, Department Head or any manager(s) or human resources professional the Board deems suitable to act in its best interest on a particular subject.

103 EFFECT AND APPLICABILITY OF POLICIES

These Policies do not create any contract right, or any express or implied contract of employment.

The District retains the full discretion to modify these Policies at any time in accordance with law.

104 APPLICABILITY OF POLICIES

These Policies apply to all categories of employees of the District unless a specific section or provision excludes them.

Independent contractors, volunteers, and Board members are not employees, although some provisions of these Policies may apply to them through applicable law or as specified in these Policies.

105 EMPLOYEE ACCEPTANCE OF POLICIES AND REVISIONS

As a condition of employment, all employees are required to read and request necessary clarification of these Policies.

Each employee is required to sign a statement of receipt acknowledging that:

1) He or she has received a copy, or has been provided access to the Policies; and

2) Understands that he or she is responsible to read and become familiar with the contents and any revisions to the Policies.

106 MANAGEMENT RIGHTS

The District shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority necessary to determine the level of, and the manner in which, the District's activities are conducted, managed, and administered.

All employees shall recognize the exclusive right of the District to establish and maintain District-wide rules and procedures and to manage the affairs of the District in all of its various services and other aspects, including, but not limited to the following rights:

- Direct and schedule work and/or overtime work as required in the manner most advantageous to the District.

- Direct employees to perform all job duties, including those incidental job duties not expressly stated in a job description. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee perform all such duties.

- Discipline or discharge employees subject to Article 1900 of this Manual. Lay off personnel at any time as described in Article 1707 of this Manual.

- Determine assignments and establish methods and processes by which assignments are performed.

- Transfer employees within departments, divisions and sections and to a position outside of a department, division or section in a manner most advantageous to the District.

- Effect reorganizations and reallocation of work of the District.

- Contract for matters relating to District operations. The right of contracting or subcontracting is vested exclusively in the District.

- Determine and adopt safety, health, and property protection measures for the District.

- Establish, continue, discontinue, amend, and enforce District policies, practices, or procedures.

The District shall also reserve all other prerogatives and responsibilities normally inherent in management.

107 CATEGORIES OF EMPLOYEES AND NON-EMPLOYEES

1) At-Will Employee

An at-will employee is one who serves at the pleasure of the appointing authority. That means that either the District or an employee may terminate an employee's employment at any time, for any reason, with or without cause or advance notice.

The employee has no property right in continued employment and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. The following positions at the District are deemed to be at-will employees:

- General Manager
- Assistant General Manager
- Chief Financial Officer
- Board Secretary
- Probationary employees
- Temporary employees
- Part-Time employees

2) Probationary Employee

A probationary employee is one who is serving a probationary period at either: the outset of initial employment with the District; or at the outset of a promotion to a higher classification. For more information regarding probation, see Article 303.

3) Regular Employee

A regular employee is a full-time employee who has satisfactorily completed the initial probationary period and cannot be disciplined except when the District has cause to do so.

A regular employee has a property right in continued employment and has the right to pre- and post-disciplinary procedural due process and an evidentiary appeal for certain types of disciplinary actions that result in a significant deprivation of property.

4) Full or Part-Time Employee

A full-time employee is one whose position is budgeted to work at least 40 hours per week. Full-time employees receive all benefits provided in these Policies, unless otherwise provided in an agreement approved by the District.

A part time employee is one whose position is budgeted to work less than 30 hours per week.

Part time employees may have different rights to leave and other benefits under the law or these Policies than full time employees. However, if a regular full-time employee is working less than 40 hours per week because the employee is, for instance, working within the District's Workers' Compensation or Rehabilitation Program, he or she shall remain eligible for all District leaves and benefits.

5) Temporary (1,000 Hour) Employees

A temporary employee (also called a 1,000-hour employee) is one who is appointed for a short term or seasonal basis, not to exceed one thousand (1,000) hours per fiscal year, whenever the District's work load increases to a level that full time employees cannot accommodate it and/or whenever the District seeks to offer individuals relevant work experience on a short term basis.

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

The Board reserves the right to renew a temporary employee for an additional one thousand (1,000) hour term(s) at the beginning of each fiscal year.

A temporary employee shall not accrue vacation, holidays, or any other benefits, except as provided by law.

6) Volunteer

A volunteer is not an employee, but instead is an individual who provides services to the District for civic or philanthropic reasons and receives no compensation or benefits other than nominal fees and reimbursement of expenses.

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

108 EFFECTIVE DATE

These Human Resources Policies & Procedures shall take effect as of the date of the Board's approval, and shall supersede any previous personnel policy and procedures manuals, resolutions, revisions and/or amendments.

SECTION 200 LEGAL

201 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The District is an Equal Opportunity Employer that does not discriminate on the basis of race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, age (40 years and older), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning (or is perceived to be transitioning), sexual orientation, sex stereotyping, reproductive health decision making (protected under section 12920 of the Government Code in California) marital status, domestic partner status, military service and veteran status, physical and/or mental disability (including HIV and AIDS), legally protected medical condition or information (including genetic information,) protected medical leaves (requesting or approved), status as a victim of status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state or federal laws. Any such discrimination is unlawful and all persons involved in the operations of the District are prohibited from engaging in this type of conduct. Please contact the Human Resources & Risk Manager if you have any questions or concerns.

The District prohibits unlawful harassment, discrimination, and retaliation based on:

1. Any combination of the above characteristics;

2. A perception that the person has any of the above characteristics or any combination of those characteristics;

3. A perception that the person is associated with a person who has, or is perceived to have, any of those characteristics of any combination of the above characteristics.

The District's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Director. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

The District utilizes the same complaint procedures for complaints of discrimination as it does for complaints of harassment. Please see the separate policy prohibiting employee harassment.

California law and the District also prohibit retaliation against any employee for making a good faith complaint of discrimination or for cooperating, assisting, testifying, or participating in any of the discrimination complaint procedures in the separate policy prohibiting employee harassment.

202 POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION; COMPLAINT PROCEDURE

The District strictly prohibits unlawful harassment, discrimination and retaliation on the basis of protected classes under applicable law as mentioned in the above "Equal Employment Opportunity Policy." Harassment may consist of verbal, physical, or visual types. This policy applies to all phases of the employment relationship including hiring, promoting, transfers, disciplinary action, etc. Management will take appropriate disciplinary action, up to and including termination, against any employee exhibiting such misconduct. Any applicant or employee who encounters any form of harassment, discrimination or retaliation should immediately report the conduct to management or Human Resources and is entitled to a prompt fair review of his or her case.

This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment and retaliation. The District encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible.

Any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

Covered Individuals and Scope of Policy

The District is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with the District's high expectations of ethical conduct. This necessarily means that the District prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. The District's complaint procedure provides for an immediate, thorough, objective and confidential investigation of any claim of unlawful or prohibited discrimination, harassment and/or retaliation, appropriate disciplinary action against one found to have engaged in prohibited discrimination, harassment and/or retaliation, and appropriate remedies for any victim of discrimination, harassment and/or retaliation. A claim of harassment may exist even if the employee has not suffered an express adverse employment action.

This policy prohibits unlawful discrimination, harassment, and retaliation in the workplace and applies to all applicants, employees, interns, volunteers or agents of the District. The District prohibits discriminating against, harassing, or retaliating against any employee as well as customers, vendors, suppliers, independent contractors and others doing business with the District. In addition, the District prohibits customers, vendors, suppliers, independent contractors

and other third parties doing business with the District from discriminating against or harassing the District's employees.

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, assignments, promotion/demotion, discipline, transfer, layoff, termination, rates of pay, benefits, and selection for training.

1) DEFINITIONS

a) Protected Classification

b) The District is committed to providing equal employment opportunities to all employees and applicants. The District strictly prohibits and has "zero tolerance" for discrimination on the basis of an individual's race (including traits associated with race, including but not limited to, hair texture and protective hairstyles (including, but not limited to, braids, locs, and twists)), religion, religious creed (including religious dress and religious grooming), color, national origin, ancestry, citizenship status, physical disability and/or mental disability, medical condition, genetic information, marital status, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression, age (40 or over), sexual orientation, sex stereotyping, domestic partner status, military and veteran status, protected medical leaves (requesting or approved), status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by federal, state or local laws. Employees are advised that harassment, discrimination, or retaliation in violation of this policy can result in individual liability.

Similarly, the District strictly prohibits and has "zero tolerance" for retaliation against any employee for making a good faith complaint of discrimination or harassment or for cooperating, assisting, testifying, or participating in any of the Internal or External Complaint Procedures described below. Claims of retaliation are taken seriously and are subject to the same Internal and External Complaint Procedures described below.

2) CONDUCT PROHIBITED

a) Discrimination & Retaliation

Any adverse employment action taken on the basis of any legally protected category or employment practice that has a disparate impact on a protected class constitutes unlawful discrimination and is strictly prohibited. "Adverse employment action" is defined as an action that results in a substantial adverse change in the terms and conditions of an

employee's employment including, but not limited to, decisions relating to hiring, firing, demoting, failing to promote, laterally transferring, and giving poor performance evaluations.

"Retaliation" is a form of an adverse employment action that is taken against an individual for opposing any legally prohibited employment practice or engaging in any legally protected activity related to his or her employment.

b) Sexual Harassment

Harassment is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

As the definition above shows, harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, gifs, memes, or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. For example, sexual harassment can be: Sexual harassment (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions, gender identity, gender expression, sex stereotype, sexual orientation, gender and transgender harassment) is defined as unwanted sexual advances, or visual, written, verbal or physical conduct of a sexual nature that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes prohibited, unlawful harassment when:

- Submission to the conduct is made either an explicit or implicit condition of employment or promotion;
- Submission or rejection of the conduct is used as the basis for an employment decision; or

- The unwelcomed comments or conduct based on sex unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive work environment.

Sexual harassment includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. Furthermore, sexually harassing conduct need not be motivated by sexual desire. For example, sexual harassment can be:

- Verbal: sexual innuendoes, sexually suggestive or degrading comments, text messages, gifs, memes, sexual jokes or slurs, graphic commentaries about a person's body, or repeated sexual advances or invitations.

- Nonverbal: displaying sexually suggestive objects, pictures, cartoons, magazines, calendars or posters, or making suggestive or insulting sounds, leering, whistling, or obscene gestures.

- Physical: offensive touching, brushing against a person's body, unwanted hugging or kissing, or impeding or blocking a person's normal movement. Sexually harassing conduct may arise if a reasonable person subjected to the conduct would find that the harassment so altered working conditions as to make it more difficult to do that person's job. Sexually harassing conduct can occur regardless of the sex, sexual orientation, or gender identity of the harasser or of the person being harassed. Sexually harassing conduct need not be motivated by sexual desire to be violate of this policy.

c) Other Types of Harassment

Harassment can take many forms beyond sexual harassment. Harassment on the basis of race (including traits associated with race, including but not limited to, hair texture and protective hairstyles), religion, religious creed (including religious dress and religious grooming), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, age (40 or over), military and veteran status, or any other basis protected by federal, state or local laws, is also prohibited and will not be tolerated by the District. Such harassment includes but is not limited to the following when based upon an employee's protected category as noted above:

- Verbal conduct such as making or using derogatory comments, epithets, slurs, jokes, or verbal abuse;
- Visual conduct such as prolonged staring or leering at a person, gestures, and displaying of objects, posters, photographs, cartoons, or drawings;

- Written conduct such as suggestive or obscene letters, emails, drawings, notes or invitations; and
- Physical conduct such as assault, unwanted touching, or blocking normal movement, or violating someone's "personal space."

Guidelines for Identifying Harassment

Harassment includes any conduct which would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcome or unwanted should be followed:

- It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.

- Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.

- Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.

- Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

3) REPORTING HARASSMENT, DISCRIMINATION, AND/OR RETALIATION

a) Human Resources & Risk Manager Human Resources & Risk Manager Human Resources & Risk Manager Internal Reporting Procedure

The District is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with the District's high expectations of ethical conduct. This necessarily means that the District prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. The District's complaint procedure provides for an immediate,

thorough, objective and confidential investigation of any claim of unlawful or prohibited discrimination, harassment and/or retaliation, appropriate disciplinary action against one found to have engaged in prohibited discrimination, harassment and/or retaliation, and appropriate remedies for any victim of discrimination, harassment and/or retaliation. A claim of harassment may exist even if the employee has not suffered an express adverse employment action.

Any employee who believes that he or she has been the victim of sexual or other prohibited discrimination, harassment and/or retaliation by coworkers, supervisors, clients or customers, visitors, vendors, or others or any employee who observes or otherwise becomes aware of discrimination, harassment and/or retaliation has a duty to immediately notify Human Resources, who is responsible for investigating complaints of discrimination, harassment and/or retaliation. An employee is not required to complain to Human Resources if that person is the individual who is the person discriminating against, retaliating against, or harassing the employee, but may in the alternative report the discrimination, harassment and/or retaliation to his or her immediate supervisor or to the District's President. Supervisors and other members of management who receive complaints or who observe discriminating, harassing and/or retaliating conduct must immediately inform Human Resources or other appropriate personnel so that an investigation may be initiated. Any complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etcetera).

The District will maintain confidentiality to the extent possible. Any supervisor who is informed of a complaint of discrimination, harassment and/or retaliation by an employee, or any other individual, must report said complaint to Human Resources immediately and must otherwise keep the matter confidential. Human Resources must also keep the matter confidential and not disclose the matter to any person who is not involved in the investigation or does not have legitimate work-related reasons for knowing of the complaint. Any supervisor who fails to comply with this paragraph will be subject to disciplinary action, up to and including termination of employment.

b) Anonymous Reporting

To foster a safe and inclusive workplace, the District encourages employees to report any complaints or observations of harassment, discrimination, or retaliatory conduct. Employees may choose to report concerns through the above process to facilitate direct resolution and transparency. However, to ensure all employees feel comfortable coming forward, the District has also implemented a secure, web-based platform that allows for anonymous reporting. This platform includes an anonymous email system for confidential communication directly to

the General Manager. The anonymous option is designed to address situations where individuals may feel apprehensive about sharing concerns openly, ensuring every voice has a safe avenue to be heard.

c) Investigation

Upon receiving notification of a harassment complaint, the Human Resources & Risk Manager or Manager will complete and/or delegate the following steps. If it is the Human Resources & Risk Manager or Manager that is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the following steps:

- Upon the filing of a complaint with the District, the complainant will be provided with a copy of this policy. All incidents of prohibited discrimination, harassment and/or retaliation that are reported will be subject to an impartial, fair, timely and thorough investigation. The investigation will provide all parties appropriate due process and will reach reasonable conclusions based on the evidence collected. The District will document the timely, thorough, and objective investigation of the discrimination, harassment and/or retaliation allegations to ensure reasonable progress is being made in the investigation. The District will inform the employee who initiated the complaint of the progress of the investigation upon request of that employee.

- Human Resources is the impartial person/department designated by the District to investigate complaints of discrimination, harassment and/or retaliation. Human Resources may, however, delegate the investigation at its discretion to a qualified, impartial investigator. In the event the discrimination, harassment and/or retaliation complaint is against Human Resources, a qualified, impartial investigator shall be appointed by the District's President.

- Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: 1) the complainant; 2) the accused; and 3) other persons who have relevant knowledge concerning the allegations in the complaint.

- Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.

- Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the

level of discipline or sanctions will not be communicated to the complainant.

- If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

4) Internal Documentation Procedure

When an allegation of discrimination, harassment and/or retaliation is made by an employee, the person to whom the complaint was made shall immediately prepare a report of the complaint according to the preceding section and submit it to Human Resources. Human Resources shall maintain tracking documentation for all complaints filed to ensure that investigations progress reasonably and are completed in a timely manner.

Based on the report and any other relevant information, Human Resources shall, within a reasonable period of time, determine whether the conduct of the person requires discipline. In making that determination, Human Resources shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining of discrimination, harassment and/or retaliation.

5) Confidentiality

The District will maintain the confidentiality of all records and information relating to the investigation of any complaint and resulting disciplinary action to the extent possible, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

6) Corrective Action

At the conclusion of the timely investigation, if it is determined that prohibited discrimination, harassment and/or retaliation has occurred, the District will take immediate and effective remedial action commensurate with the circumstances. Corrective action may include, for example: training, referral to counseling, or disciplinary action, including but not limited to, verbal or written warning, suspension, transfer, demotion, and/or termination of employment, depending on the circumstances. With regard to acts of harassment by clients or vendors, corrective action will be taken after consultation with the District's President.

The results shall be timely given to the complainant, the alleged wrongdoer, and Human Resources upon the completion of an investigation.

The employee who initiated the complaint will be notified when the investigation has been completed and will be informed of the general outcome of the investigation, i.e., whether the complaint has been substantiated or unsubstantiated. However, the employee is not entitled to know the corrective action, if any, imposed on the accused wrongdoer as that information is protected by the accused wrongdoer's right to privacy. Appropriate action will be taken to ensure the employee who has been found to have been discriminated against, harassed and/or retaliated against will not be discriminated against, harassed and/or retaliated against in the future, including but not limited to redistribution of this policy, training, transfer, etc.

7) Employee Obligation

All employees and supervisors have a duty to cooperate in any and all District investigations of alleged discrimination, harassment, and/or retaliation. Failure to cooperate or deliberately providing false information during an investigation shall be grounds for disciplinary action, up to and including termination.

- Employees are obligated to report instances of discrimination, harassment, and/or retaliation.

- Employees are obligated to cooperate in every investigation of discrimination, harassment, and/or retaliation, including, but not necessarily limited to:

    - Coming forward with evidence, both favorable and unfavorable to a person accused of discrimination, harassment and/or retaliation; and

    - Fully and truthfully making a written report or verbally answering questions when required to do so during the course of a District investigation of alleged discrimination, harassment, and/or retaliation.

Knowingly, falsely accusing someone of discrimination, harassment, and/or retaliation or otherwise knowingly giving false or misleading information in an investigation of discrimination, harassment, and/or retaliation shall be grounds for disciplinary action, up to and including termination of employment.

8) Manager Responsibilities

In addition to the responsibilities listed above, each manager and/or supervisor is responsible for:

- Informing employees of this Policy.

- Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.

- Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.

- Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.

- Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.

- Assisting, advising, or consulting with employees and the Human Resources & Risk Manager regarding this Policy.

- Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.

- Implementing appropriate disciplinary and remedial actions.

- Reporting potential violations of this Policy of which he or she becomes aware to the Human Resources & Risk Manager or Manager, regardless of whether a complaint has been submitted.

- Participating in periodic training and scheduling employees for training.

9) External Complaint Procedure

In addition to the District's internal complaint procedure, an employee may file a complaint by contacting the following:

- Department of Civil Rights (CRD) at 800-884-1684 or visiting https://calcivilrights.ca.gov/contactus/

- Equal Employment Opportunity Commission (EEOC) at 800-669-4000 or visiting https://www.eeoc.gov/contact-eeoc/.

The District will not tolerate retaliation against an individual for good faith reports of harassment, discrimination, or retaliation; assisting another in making a report; cooperating in an investigation; filing an administrative complaint with a government agency; or engaging in other protected activity. Such retaliation is a separate violation of the law and of District policy, and is subject to disciplinary

action up to employment termination. Individuals who believe they have experienced or been threatened with such retaliation, and any manager or supervisor who learns of possible retaliation, must immediately report it using the same Complaint Reporting Process above.

10) Anti-Harassment Training

All employees must undergo at least one (1) hour of interactive sexual harassment and abusive conduct training within the first six (6) months of hire and at one (1) hour of training every two (2) years thereafter. Employee hired as or promoted to a supervisory or management position must undergo at least two (2) hours of interactive sexual harassment and abusive conduct training within the first six (6) months of assuming a new supervisory or management position. Additionally, all supervisors and managers must complete at least two (2) hours of interactive sexual harassment training at least once every two (2) years thereafter. An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment. The employees may refer to the Department of Fair Employment and Housing (DFEH) sexual harassment prevention online training course appropriate for their position. You may also visit https://www.dfeh.ca.gov/ to access the online training courses.

SECTION 300 HUMAN RESOURCES & RISK MANAGER HIRING, APPLICATIONS, SELECTION, PROBATION, NEPOTISM, ETC.

301 JOB ANNOUNCEMENTS

The Human Resources & Risk Manager & Risk Management, in collaboration with the affected department head, will prepare a job posting to announce a proposed recruitment.

The announcement may be posted on the District's website and other locations deemed appropriate, depending upon whether the recruitment is open to the public or current employees only.

The announcement will include:

- The title and pay for the position;
- The nature of the work to be performed and essential job duties of the position;
- The minimum qualifications, including whether the job is a promotional position;
- A statement of the employment status of the position — for cause (regular)
- Or at-will;
- The last date that the District will accept applications, if any;
- The time, place, and type of the examination, if known, and if a medical examination, and/or a drug screen will be required following a conditional offer of employment; and Such other information as determined in the discretion of the Human Resources & Risk Manager or designee.

In addition, the District, in its discretion, may post positions as "promotional" and open internally for District employees only instead or prior to inviting "outside" applicants to apply. In order to establish a competitive internal recruitment process, there must be at least three (3) qualified internal candidates to open a closed/promotional recruitment. If three (3) qualified candidates are not identified internally, then recruitment shall be opened to external candidates.

302 APPLICATIONS

Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job.

Applicants may be required to provide supplementary information, including but not limited to: answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references.

All applications must be completed in full and signed, physically or electronically, by the person applying. The District will not process any application which is not fully completed and signed. Should an applicant be appointed to a position, the supplemental information shall become a part of the individual's permanent employment records.

The District may reject any application which: is not properly completed or incomplete; received after the application deadline; or indicates that the applicant does not meet the minimum qualifications for the position. Whenever an application is rejected, notice of such rejection shall be emailed to the applicant.

If it is determined that an applicant or employee has falsified any portion of his/her employment application, such falsification could be grounds for refusal to hire an applicant or discipline to the extent the applicant becomes a District employee.

303 SELECTION PROCESS

a) Interviews and Examinations

The Human Resources & Risk Manager or the General Manager, in collaboration with the affected department head, shall determine the manner and method by which the interviews and examinations will be prepared and administered.

The District may contract with any competent agency or individual for the performance of such interviews and examinations. In the absence of such a contract, the Human Resources & Risk Manager or designee shall perform such duties.

Examinations may consist of written tests; oral tests; performance tests; evaluations of prior training and performance, experience and/or education; interviews; working style assessments; practical exercises; file review; or any combination thereof. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties.

The content of all examinations will be kept confidential prior to the administration of the examination. All applicants who are invited to the examination will be notified of the nature of the examination.

An applicant with a disability may request accommodation in an examination process. Following receipt of a request for accommodation, the Human Resources & Risk Manager or designee may require additional information, such as reasonable documentation of the existence of a disability.

Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. Each applicant will be notified in writing via email whether he or she will continue in the examination process.

b) Eligibility Lists

1. After completion of an open or promotional examination for a classification, the Human Resources & Risk Manager or designee will prepare an eligibility list consisting of the names of candidates who passed the examination. Eligibility lists shall become effective upon the certification by the Human Resources & Risk Manager or designee. Employment lists shall remain effective one (1) year, unless sooner exhausted.

2. A person appearing on an eligible list will be emailed a notice of his or her placement on the list.

3. A person placed on an eligibility list shall be removed from the list if he or she so requests in writing or fails to respond to notification of an opening within five days after notification. It is the responsibility of the eligible person to keep the Human Resources Department informed of his/her current physical or email address, or phone number

c) Appointments

The Human Resources & Risk Manager or designee, in collaboration with the department head, will make all appointments except for those classifications that report directly to the Board of Directors.

The Human Resources & Risk Manager or designee has discretion to decide in what manner a vacancy shall be filled. Vacancies may be filled by reinstatement, promotion, transfer, demotion, appointment of temporary employees, or from an appropriate eligibility list if available. No specific list shall have priority over other lists.

The District's Board will make appointments for those classifications that report to it.

d) Promotional or open from Eligibility List

When a position is to be filled from a promotional or open eligibility list, the Human Resources & Risk Manager or designee may choose from the specified list one of the top three candidates on the eligibility list.

If no person among the top three candidates indicates a willingness to accept the appointment, the Human Resources & Risk Manager or designee may make the appointment from among the remaining names on the eligibility list, may request a new examination and establish a new eligibility list, or may fill the position by any other method authorized by these Policies.

e) Drug and Alcohol Testing and Medical and Psychological Examinations. Appointment to certain positions may be made contingent upon the applicant/employee passing a drug / alcohol test, and/or a job-related medical and/or psychological examination.

Such examination shall only be required after a conditional offer of employment has been made. (See Section 2600, Reasonable Accommodation and Interactive Process; and Section 1800, Prohibitions on Drugs and Alcohol in the Workplace.)

f) Criminal Conviction Checks

After the District makes a conditional offer of employment, the Human Resources & Risk Manager or designee may then request information about criminal convictions, except for convictions that have been judicially sealed, eradicated, or expunged. Unless required by law, the District will not deny employment to any applicant solely because he or she has been convicted of a crime. The District may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position. In such instances, the District will make an individualized assessment on a case-by-case basis.

The person accepting appointment shall report to the Human Resources & Risk Manager or designee on the date designated by the Human Resources & Risk Manager or designee. Otherwise, the applicant shall be deemed to have declined the appointment.

g) Proof of Employable Status

The Immigration Reform and Control Act of 1986 requires that the District verify the legal status and identity of all individuals accepting employment with the District.

Acceptable proof of legal status and identity shall be determined by review of appropriate documentation as set forth in the regulations passed under the Immigration Reform and Control Act.

h) Orientation and Training

The Human Resources & Risk Manager or designee shall conduct an orientation for new employees as to District policies, procedures, and benefits. Subsequently, each employee shall be responsible for being familiar with the policies of the District.

The supervisor shall acquaint employees with all aspects of the job function as represented in the job description.

i) Public Employee Disaster Service Worker Status

As set forth in the California Government Code Sections 3100 through 3109, in the event of a disaster, all public employees become "disaster service workers."

The law requires, as a condition of employment, that every District employee take and subscribe to the oath set forth in the State Constitution that declares them to be disaster service workers in time of need.

304 PROBATION

1) Probationary Appointments

a) At-Will Status:

The probationary period is part of the examination process and is used to determine whether work performance or work-related behavior meets the required standards of the position. A probationary employee may be rejected at any time during the probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights set forth under Section 1900, Causes for Discipline and Procedures.

The probationary employee will be notified prior to the expiration of the probationary period that he or she has been rejected from probation.

b) Evaluation:

At the conclusion of the probationary period, if the probationary employee has not already been released, the probationary employee's supervisor will prepare and sign a performance evaluation. The evaluation must be

reviewed and approved by Human Resources before it is provided to the employee.

Upon the recommendation of the employee's supervisor, Department Head and the General Manager, employee whom complete the probationary period satisfactorily will be granted full or part time employee status. Employees must complete the probationary period satisfactorily prior to being eligible to promote into a new position.

c) Length of Probation:

Unless otherwise specified by memorandum of understanding or these Policies, the probationary period is six months of actual and continuous service. The probationary period is automatically extended by the length of any absence of one work week or more.

The probationary period can also be extended by the District at the discretion of the Human Resources & Risk Manager or Director, or his/her designee. In such instances, an agreement to extend will be signed by the probationary employee and the District's General Manager, Human Resources & Risk Manager & Risk Management, or their designee.

2) Probationary Period for Promotional Appointments

a) At-Will Status:

A promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Section 1900, Causes for Discipline and Procedures.

In cases where the employee has been promoted into a new position and does not pass the probationary period, the Human Resources & Risk Manager or Director, in conjunction with the employee's supervisor in the previous position, shall have the discretion to return the employee to his/her previous position or a similar position if such a position is available and the needs of the District would warrant the return of the employee to such a position, unless he or she is terminated for cause.

b) Length of Probation:

On accepting a promotion, an employee serves a new probationary period of six months of actual and continuous service. The probationary period is automatically extended by the length of any absence of a week or more.

305 (ANTI-NEPOTISM POLICY) - EMPLOYMENT OF RELATIVES, SPOUSES, AND DOMESTIC PARTNERS

The District regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale. It is the policy of the District to seek the best possible candidates through appropriate search procedures. The District seeks to eliminate or limit even the appearance of impropriety where possible. In order to assure efficiency in implementing policies of the District, it is necessary to restrict the employment of relatives of elected and appointed officers of the District and of the District's employees. As such, the District has adopted the following policy regarding application and/or hiring of employee relatives.

1) Definitions

a) Relative

Child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or registered domestic partnership.

b) Spouse

One of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

c) Supervisory Relationship

One in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her District appointment.

2) Employment of Relatives

The District will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

a) A direct or indirect supervisory relationship between the relatives;

b) The two employees having job duties which require performance of shared duties on the same or related work assignment;

c) Relatives of current employees shall not be hired into positions in which one relative may work in a capacity which would allow a current employee to evaluate or control the terms, conditions and/or performance circumstances of employment of a relative;

d) Both employees having the same supervisor; or

e) A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

3) Spouses or Domestic Partners

The District will not appoint, promote, or transfer a person, to the same department, division, or facility in which the person's spouse or registered domestic partner already holds a position, if such employment would result in any of the following:

- One spouse or registered domestic partner being under the direct supervision of the other spouse or domestic partner; or
- Potential conflicts of interest or hazards for married persons or those in a registered domestic partnership which are greater than for those who are not married or in registered domestic partnerships.

4) Marriage or Registered Domestic Partnership after Employment

a) Change of Status:

Current employees must report a change of status to Human Resources in advance of the effective date where feasible, but in no event later than a reasonable time after the effective date of the change of status. For purposes of this policy, "a change of status" is the change in the legal status or personnel status of one or more current employees.

Changes in legal status include but are not limited to marriage, divorce, separation, registered domestic partnership, or any such change through which a current employee becomes a relative or ceases to be a relative of another current employee.

Changes in personnel status include but are not limited to promotion, demotion, transfer, re-assignment, resignation, retirement or termination of a current employee who is a relative of another current employee.

b) Transfer:

Human Resources shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the change of status has the potential for creating an adverse impact on supervision, safety, security, or morale.

Human Resources shall consult with the affected department head(s) to make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize problems of supervision, safety, security, or morale. Notwithstanding this, the District retains the right to exercise its discretion to refuse to implement a change in personnel status due to its potential for creating an adverse impact on supervision, safety, security, or morale.

Depending on the nature and severity of the situation, the District may transfer one of the relatives to a similar position that would not be in violation of this policy. The Human Resources & Risk Manager or Director has discretion to transfer one of the employees to a similar position in another department. The transfer will be granted provided the relative qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level. Although the wishes of the two employees will be considered, the Human Resources & Risk Manager or Director retains sole discretion to determine which employee will be transferred based upon District needs for supervision, safety, security or morale.

Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

c) Separation:

If continuing employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated by transfer or by good faith efforts to regulate, transfer, condition or assign duties in such a reasonable way that would not be in violation of this policy, one of the relatives must separate from District employment. Human Resources & Risk Manager The Human Resources & Risk Manager or Director retains sole discretion to separate one employee from District employment.

Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

306 EMPLOYMENT CLASSIFICATION

1) Classification Plan

The Classification Plan establishes the classification and salary schedule for employees of the District.

When a new position is created, such position may not be filled until the classification plan has been amended to provide for the new position. Any revisions to the plan shall become effective upon approval of the District's Board.

All vacant positions shall ordinarily be filled at Step 1 of the salary range for each classification. However, the Human Resources & Risk Manager or Director in collaboration with the Department Head may employ qualified persons at higher step positions based on bona fide factors other than prior salary, such as education or experience.

2) Reclassification

The Human Resources & Risk Manager in collaboration with the General Manager and the affected department head may initiate a job audit to determine whether the duties of a position have changed to such an extent that they necessitate reclassification of the position from the existing classification to a more appropriate classification.

Upon completion of the job audit, the Human Resources & Risk Manager shall make a recommendation regarding reclassification to the District's Board.

3) Temporary Reclassification

A regular full-time employee designated by their supervisor and approved by the Human Resources & Risk Manager to perform a job in a higher classification shall receive either a temporary salary increase of 5% of the employee's base salary or the employee's compensation rate will be temporarily increased to the rate in effect at the lowest step of the higher classification (whichever is greater) for their period of employment while working in the temporarily classified position. Upon returning to their previous job classification, the employee's temporary increase in compensation shall cease.

The employee must meet the requirements of the higher position as specified in the job description as determined by their supervisor to perform the job in the higher classification.

The term of a temporary reclassification shall not exceed six months and must be approved by the Human Resources & Risk Manager in advance. Should the position to which the employee is temporarily reclassified become vacant and open for recruitment during the employee's period of temporary reclassification, the employee may be considered a candidate through the competitive recruitment process.

4) Temporary Assignment — Acting Pay

In the event that another position within a department becomes vacant and/or another employee is placed on a leave of absence, the Human Resources & Risk Manager may temporarily assign additional duties to an employee in order to meet the operations of the department. Temporary assignments must be for a minimum of 14 days and may be up to twelve (12) months.

An employee placed on a temporary assignment with additional responsibilities shall receive a temporary salary increase of 5% of the employee's annual base salary or may be considered for a promotion to a new job at the same or a higher classification that includes these additional responsibilities.

Any employee placed in a temporary assignment must sign an agreement memorializing this arrangement with the District's General Manager or designee prior to receiving an increase in compensation.

307 IDENTIFICATION CARDS

District employees shall be issued identification and/or security access cards verifying their affiliation with the District.

Employees shall return identification cards and/or security access cards upon resignation, separation or placement on administrative leave.

308 PERFORMANCE EVALUATIONS

The General Manager, Department Heads, Directors and Supervisors will prepare probationary or annual Performance Evaluations for direct reports only.

A non-probationary employee's Director or supervisor will prepare and sign a performance evaluation on a District form for probationary and each one-year performance evaluation periods.

The performance evaluation should be prepared on or before the probationary period expires, before anniversary of the employee's hire date, or before he anniversary of the employee's most recent promotion, or as soon as practical thereafter.

- The General Manager and Department Heads may only review performance evaluations of subordinates in his or her department.

- The General Manager will review and approve all performance evaluations of department heads or any other employees under his or her direct supervision.

- All performance evaluations must also be reviewed and approved by Human Resources before they are provided to the employee.

- If an employee is on an extended leave of absence, his or her merit and review dates will be adjusted by the number of days he or she was on such leave.

1) Probationary Employee Performance Evaluations

At the conclusion of the probationary period, if the probationary employee has not already been released, the probationary employee's supervisor will prepare and sign a performance evaluation.

The evaluation must be reviewed and approved by Human Resources before it is provided to the employee.

Upon the recommendation of the employee's supervisor, Department Head and the General Manager, said employee will be granted full or part time employee status.

a) Performance Evaluation Meeting

The supervisor will meet with the employee to discuss the evaluation. The employee shall sign the evaluation to acknowledge its contents and that he or she has met with his or her supervisor to discuss the evaluation.

The employee's signature shall not mean that he or she endorses the contents of the evaluation.

2) Advancements and Performance Improvement Plans (PIPS)

The District reserves the right to place any employee whose performance is rated below satisfactory on a Performance Improvement Plan (PIP).

A PIP is designed to provide assistance and guidance to an employee in order help the employee improve his or her job performance.

Employees who are rated as having satisfactory (or higher) performance may be eligible for a salary advancement.

3) No Appeal Right

An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation.

Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written comment or statement must be submitted within 10 days after the employee receives the evaluation. Such written comment may be considered for

explanatory purposes only, and will not be considered to change the employee's overall performance rating.

309 CROSS TRAINING AND EMPLOYEE DEVELOPMENT PROGRAM

All District employees are expected to accept cross training in other positions and shall be expected to fill those positions in the event of illness, vacation, or emergency operations of the District. Further, the District has established an Employee Development Program. For more information, including access to these resources, please contact [INSERT HERE].

310 OPEN DOOR POLICY

The District has a specific procedure detailed in the District's "Policy Against Discrimination, Harassment And Retaliation; Complaint Procedure" policy that should be used to report concerns or complaints related to possible harassment, discrimination, or retaliation based on a protected category. In addition to this formal complaint mechanism, the District has implemented a web-based platform where employees may anonymously report and anonymously email the General Manager directly.

Along with the above procedures, the District believes that the most effective employer/employee relationships are developed through trust and communication between employees and management. In furtherance of this belief, the District maintains an "open door" policy. Employees may, from time to time, have complaints, suggestions or questions regarding their job duties, the working conditions or the treatment that they receive. These good-faith complaints, suggestions or questions are important to the District.

It is the policy of the District that if any employee has a concern within their work environment, they shall allow their immediate Supervisor or Director to address their concern. If the employee is not satisfied with the Supervisor or Director's response to the concern, the employee shall then bring that concern to next level of authority respecting the appropriate chain of command. The final level of review and decision making authority regarding the employee's concern shall rest with the General Manager and Human Resources.

Although the District cannot guarantee that in each instance the employee will be satisfied with the result, the District will attempt in each instance to explain the result to the employee if the employee is not satisfied. The District will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution, confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

311 EXIT INTERVIEW

An exit interview may be requested, but not required, of an employee who submits a written resignation. The interview shall be conducted by the Human Resources & Risk Manager or Director and/or a designee.

SECTION 400 CLASSIFICATIONS AND SALARY SCHEDULE

Classification and Salary Schedules are established and approved by the District's Board of Directors.

401 SCHEDULE REVIEW BY THE BOARD

Prior to the second meeting in June of each fiscal year, the Board reviews the Classification and Salary Schedule, attached as Exhibit "A", to add to and clarify position titles and to otherwise make provisions which, in its judgment, it considers necessary and proper to the efficient operation of the affairs of the District.

402 PAYROLL PERIODS

A payroll period means the period consisting of fourteen (14) calendar days which is the time period for the District issuing salary payments.

There are twenty-six (26) equal payroll periods per year.

Every other Thursday is established as payday. Should pay day fall on a holiday, payday shall be the day before the holiday.

403 SEPARATION PAY

Upon separation from employment, an employee shall receive pay equivalent to all hours worked for which he or she has not already been compensated, as well as all accrued vacation, management leave hours and available floating holidays not used.

The separation paycheck shall be issued as follows:

1) The employee shall receive payment one pay period following the separation from employment.

2) Checks are available at the District office and/or can be mailed only upon written request of the employee.

404 ADVANCEMENTS

Salary advancements (also known as salary increases or raises) shall be made upon evidence of satisfactory performance, which is defined as meeting the work, conduct, attitude, educational requirements, and aptitude standards established by the District.

Employees may be considered eligible for salary increases on an annual basis until the employee reaches the cap level of his/her job classification.

Advancement in salary is not automatic. It should be considered a reward for meritorious service. Employees must meet goals and expectations set forth by their supervisor in a satisfactory manner before a salary advancement will be awarded.

Employees who receive a Satisfactory or above (3 -5) Annual Performance Evaluation may receive up to two steps increase.

Employees who receive below a Meets Expectation 1-2) may receive a one-step advancement increase. The Supervisor will be required to include goals and objectives to improve in the areas needed.

At no time can an employee receive more than a 2-step increase related to a single evaluation period.

An employee who furthers his/her knowledge in the field of employment may become eligible for consideration of a salary review by the Human Resources & Risk Manager in collaboration with the Department Head. Such salary review is discretionary and subject to the approval by the District's General Manager.

405 COST-OF-LIVING TYPE SALARY ADJUSTMENTS

All cost-of-living type salary adjustments shall be approved by the Board of Directors and become effective as determined by the Board.

(To the extent there is a conflict between the Human Resources Personnel Policies & Procedures Manual and the MOU, the Union has the right to bargain the effects of the changes).

406 SERIES RECLASSIFICATION

The series reclassification is for the reclassification of employees from entry/training classifications to up to journey level classifications.

Full-time employees who have been hired into entry/training classifications (see classifications listed below) may be reclassified by the General Manager to the next higher classification upon acquiring the skills and experience (including satisfactory completion of the probationary period) required for that classification.

An employee in an entry/training classification may be considered for reclassification to the next higher-level position in his/her classification series. This progression is considered a reclassification since it is based on the fact that the employee is performing at a higher-level classification within their series. Such reclassifications are not automatic, however, and require the department to evaluate the employees' performance.

The criteria to be considered when evaluating the employees' qualifications for reclassification should include answers to the following:

1. The employee must meet the minimum requirements of the next higher-level classification.

2. The employee must possess the required education and/or certifications for the next higher classification.

3. The employee must substantially exceed the performance standards established for the current position held.

4. The employees' responsibilities and skills must increase during the time they carry out the essential functions in the current classification held so that the individual is performing his/her duties at the next series level.

If a Department Director determines that an employee is eligible for reclassification, he/she should submit a memo to the Human Resources and Risk Manager outlining the reasons for the reclassification, along with a copy of the employee's performance evaluation. If approved by the General Manager, the reclassification will be effective at the beginning of the next pay period following approval.

Entry Level Positions Eligible for Journey Level Reclassification

1.	Accounting Specialist	I - III
2.	Customer Service Representative	I - III
3.	Development Coordinator	I – III
4.	Engineering Inspector	I - III
5.	Executive Assistant	I – II
6.	Meter Services Operator	Assistant – III
7.	Public Outreach and Government Affairs Representative	I- II
8.	Support Services Specialist	I – II
9.	Water Distribution Operator	Assistant - III
10.	Water Production Operator Assistant	I - III

11. Water Treatment Operator I – III

SECTION 500 ATTENDANCE

Employees showing up to work is very important in order for the District to be able conduct its business. The following are the attendance guidelines and rules for all employees, including all exempt and non-exempt employees.

Please note that the following guidelines do not apply to time off of work that qualifies for the initial 40 hours, or 5 days, of accrued but unused available paid sick leave as provided by the District's Sick Leave Policy. Employees can in no way be disciplined, terminated, or retaliated against for use of their initial 40 hours, or 5 days, of accrued paid sick in each 12 month period, as defined in the District's Sick Leave Policy. Additionally, employees are not required to provide documentation supporting time off of work that qualifies under the initial 40 hours, or 5 days, of paid sick leave under the District's Sick Leave Policy, unless medical certification is required pursuant to another leave law.

501 ADVANCE REQUEST FOR PERMISSION TO DEVIATE FROM REGULAR WORK HOURS

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

502 NOTIFICATION OF UNFORESEEN LATE ARRIVAL OR ABSENCE

A non-exempt employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than thirty (30) minutes after the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the department head.

503 UNAUTHORIZED ABSENCE IS PROHIBITED

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

504 EXCESSIVE TARDINESS/ABSENTEEISM AND ABUSE OF LEAVE

Excessive tardiness occurs when a non-exempt employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period.

Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by state or federal law, exceeds three days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including

termination. Similarly, dishonesty about the need for leave may be grounds for discipline, up to and including termination.

Should the District suspect that there is an abuse of leave by an employee, the District may require that the employee submit documentation to support the absence.

505 ACCURATE TIME REPORTING

All employees must accurately report all work time to the nearest fifteen minutes. Each employee is responsible for the daily recording of all time worked. Nonexempt employees must also record departure from work for any non-work related reason. Failure to do so will subject an employee to discipline, up to and including discharge. Submitting time for another employee is grounds for discipline, up to and including termination.

Employees are responsible for reviewing their time entries for accuracy and confirming that their paychecks accurately reflect their actual hours worked. If there are any errors on an employee's paycheck, they must report the error to their immediate supervisor in writing within seven (7) days of the affected pay period. Any pay correction will be included in the pay period for the time period in which the correction occurred, unless otherwise stated at the time of the correction.

Altering, falsifying, and tampering time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment. Exempt employees may also be required to record their time worked and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

506 NO VOLUNTEERING OF WORK TIME

All time spent for the benefit of the District must be reported as hours worked on time records so that the employee is paid for all work. Non-exempt employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties for the District.

Employees have no authorization to work without compensation. No supervisor has authority to request non-exempt employees to volunteer work time.

SECTION 600 EMPLOYEE APPEARANCE AND DRESS

These dress code, tattoo, and body piercing appearance standards are designed to promote the District's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

It is important that our District convey to the public, customers, and business associates the best possible image. This Section is intended to provide standards on dress and appearance and is not meant to address all situations. There may be differences depending on the nature of the work environment, nature of work performed, involvement with the public, required uniforms, or other circumstances identified in advance by the District. The standards in this Section apply when the employee has officially reported to work. Managers are responsible for enforcement of this Code among their employees.

601 DRESS CODE

Employees are required to dress appropriately for the jobs they are performing. The following dress code regulations shall apply to all District employees, unless otherwise stated:

a) All clothing and footwear must be neat, clean, in good repair, and appropriate for the work environment and functions performed. Loose clothing is not to be worn when operating equipment, as shown in the District's Safety and Injury Illness Prevention Program Manual.

b) Prescribed uniforms and safety equipment must be worn.

c) Hair must be neat, clean and well-groomed. The District will not consider traits that are commonly associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks, and twists, inappropriate under this Policy. However, the District may prohibit hairstyles based on a bona fide occupational qualification or applicable security regulations. Hair must be of a style and length to avoid coming into contact with moving equipment.

d) Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion. Beards and mustaches must be of style and length to avoid coming into contact with moving equipment.

e) Good personal hygiene is required.

f) Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.

g) No dress code can cover all contingencies so employees must use good judgment in their choice of clothing and shoes worn to work. Employees

must use common sense. For example — If you would wear it to the beach or pool, it is not appropriate for the workplace.

Casual dress is every Friday, the week of Thanksgiving, the two weeks at Christmas and New Year's, and any other day as designated by the General Manager.

2) Additional Guidelines for Non-Field Employees

DO	**CASUAL DAYS ONLY**	**DON'T**
WVWD Logo attire	Jeans	Loungewear
Blouses/sweaters/knit tops/banded-collar shirts	Casual skirts, culottes, and Bermudas (below the knee)	Flip flops, slippers or unsafe shoes
Collared polo shirts	Capri pants	Sweatpants, running suits, shorts, overalls
Corduroys	Footwear: athletic shoes, sneakers, casual boots, western boots, sandals	Spandex pants, leggings, jeggings Short, tight skirts; mini-skirts, beach dresses
Footwear: Loafers, dress shoes, ankle or knee boots, flats, dress shoes, pumps, dress sandals, leather deck shoes	T-Shirts	Spaghetti strap tops or dresses
Sweatshirts without hoods	Non-collared shirts	Velcro sandals (no Tevas or Birkenstocks)
Khaki/chino/twill pants	Skin-tight, thin or transparent clothing	Shirts with potentially offensive words, terms, logos, pictures, cartoons, graphic designs or slogans
Knitted shirts	Shirts with sports team, university or school names.	Torn/ripped/frayed clothing
Oxford button-down shirts		Clothing revealing tattoos, cleavage, your back, your chest, your stomach or your underwear
Polo/golf shirts		Clothing shorter than 2" from the knee
Slacks, dress pants and capris		Hoodie type sweatshirts
Sport coats/blazers		
Tights with acceptable skirt or dress lengths		
Suits (ties optional)		
Turtlenecks		
Dresses		
Sweaters		

3) Additional Guidelines for Field Employees

a) Clothing

The District supplies all field personnel with uniforms. Any field employee not wearing a complete uniform while performing District functions is subject to disciplinary action.

Uniforms are not to be worn for personal use. Each employee who is required to wear a uniform will be issued the necessary amount of uniforms.

b) Field employees shall wear their uniforms on casual days.

The District shall determine the uniform to be worn by the uniformed supervisors, and shall be as follows: white one-pocket dress shirts (short or long sleeved); blue chino-type pants; a District logo and name tag or a photo identification clipped to the shirt.

All other field employees who have routine customer contact in the field or off-premises shall wear a District issued uniform. The District uniform to be worn by field employees shall be as follows: blue button-down shirts or t-shirts (short or long sleeved); blue chino-type pants; a District logo and name tag or a photo identification clipped to the shirt.

Supervisors will ensure all their employees are wearing complete uniforms. Failure to wear a complete uniform may result in disciplinary action.

The District will replace torn, worn out, or damaged uniforms, as they occur during the normal course of the employee's work day, at no cost to the employee. However, lost or missing uniforms are the responsibility of the employee and the cost of replacing lost or missing uniforms will be billed to the employee.

Employees who are issued District uniform(s) are required to provide a refundable security deposit, which will be collected at the time the uniform is issued. Upon separation from the District an employee is required to return all uniforms. The security deposit will be fully refunded to the employee upon return of the uniform(s). If a uniform is lost, damaged beyond normal wear and tear, or not returned, the security deposit may be forfeited.

4) Compliance

If clothing fails to meet these standards as determined by the employee's director, supervisor or the Human Resources & Risk Manager, the employee may be sent home to change clothes and will be required to use vacation or floater hours for time away from work.

If hours are not available, the time away from the office for non-exempt employees will be unpaid. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

If an employee has questions about how these standards apply to him or her, the matter should be immediately raised with his/her supervisor for consideration and determination.

602 FOOTWEAR

All field employees are required to wear steel toed safety shoes or boots. The District will reimburse each field employee annually on or after the employee's hire date then on or after the employee's anniversary date; thereafter, for said shoes or boots upon proof of purchase.

The maximum reimbursement amount allowed for the purchase of acceptable shoes or boots and will be set per the Board of Directors (see Salary Schedule Exhibit A).

If an employee has questions about how these standards apply to him or her, the matter should be immediately raised with his/her supervisor for consideration and determination.

SECTION 700 WORK SCHEDULES WORK WEEK, REST BREAKS, ON CALL, OVERTIME AND COMP TIME OFF

701 WORK SCHEDULES

Work schedules are determined at the discretion of the supervisor and department head and are subject to change with or without notice, according to the needs of the department or the District. An overtime-eligible employee shall be in attendance and at work during the hours specified by the supervisor.

702 DIFFERENT SCHEDULES

The District has established the following work schedules:

a) Standard Schedule:

Employees work eight (8) straight time hours per day, Monday through Friday, forty (40) straight time hours per work week.

b) 9/80 Schedule:

Employees work nine (9) straight time hours per day, Monday through Thursday and work eight (8) hours every other Friday, averaging forty (40) straight time hours per work week, with employee being off every other Friday.

c) 4/10 Schedule:

Employees work ten (10) straight time hours per day for four days per week, forty (40) straight time hours per work week.

d) Rotation Schedule:

Employees' schedules consist of a variation of the above schedules, forty (40) hours per work week.

703 WORK WEEK

For employees on the standard and 4/10 schedules, the work week begins at 12:00 a.m. on Saturday and ends the following Friday at 11:59 p.m.

For employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight-hour shift on the day of the week that corresponds to the employee's alternating regular day off.

For employees on the rotation schedule, the work week begins on Thursday at 12:00 a.m. and ends the following Wednesday at 11:59 p.m.

704 REST BREAKS AND MEAL PERIODS

a) Rest Period:

Employees receive one fifteen (15) minute paid break for every four (4) hours of work, to be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the workday or to extend the meal period. Employees shall not leave the job site or the area of the District office during rest breaks. Employees are not required to clock in or out during these rest breaks.

b) Meal Period:

A meal period of no less than thirty (30) minutes and no more than sixty (60) minutes unpaid, will be provided to all full-time overtime-eligible employees who work at least an eight-hour workday.

A 30-minute non-compensated meal period will be provided to all overtime-eligible full-time employees who work more than five hours, but less than eight hours during the workday. Supervisors will schedule an employee's meal period. Employees shall not perform any duties during his/her meal period.

Overtime-eligible employees are responsible for taking their meal period at a time designated by the supervisor.

Employees may leave the job site or District office during meal periods. Employees are responsible for returning to work on time at the conclusion of their meal period.

705 ON-CALL POLICY

On-call employees are not expected to disrupt their normal routine day-to-day activities while being on-call but are expected to remain within the general area of the District and carry a District cell phone (charged and turned on) at all times when away from any previously-arranged telephone location.

The "general area of the District" means that the employee should be able to return to District offices in no more than 60 minutes.

On-call employees are also expected to refrain from any activities that might impair the performance of their assigned duties if called back to work. On-call employees are required to comply with all District policies, including the policy on Drug and Alcohol use.

A schedule shall be maintained by the Director of Operations whereby field employees and supervisors shall be assigned, on a rotational basis, to be “on-call” after hours, on weekends, holidays, and other times not considered regular hours of work for District employees.

On-call employees shall be required to respond to a call or radio notification immediately and not longer than 10 minutes. If the problem cannot be fully addressed by telephone or radio communication within 15 minutes (for those with computer access; all others must be in route within 10 minutes), the on-call employee is required to be in route to the source of the problem and arrive at the source of the problem within the normal safe response time from the employee's location, but no more than 60 minutes from departure.

Exceptions will be reviewed on a case-by-case basis for reasonableness by the supervisor, taking in account safety concerns such as road conditions or traffic issues that may warrant a longer response time.

1) If the on-call employee does not respond to notification after two attempts by District personnel, the on-call employee will not receive on-call pay for the shift and is subject to discipline in accordance with the District's discipline policy. On-call employees will serve on-call for one (1) week beginning on Monday at 8:00 a.m. through the following Monday, 8:00 a.m. or Tuesday at 8:00 a.m. through the following Tuesday, 8:00 a.m., depending on operational needs as determined by the District. Should the on-call week be from Monday through the following Monday and unless the following Monday is a Holiday, then in which case the on-call period will end at 8 a.m. on Tuesday.

2) Call Backs

    a) If an on-call employee is called back to work after normal work hours, he or she shall receive a minimum of two (2) hours overtime pay.

    b) The call back period shall begin when the employee receives the call from either the on-call dispatcher or answering service. The call back period shall end when completes all assigned work and leaves the District premises where he or she was working.

    c) If the on-call employee receives an additional call(s) within two (2) hours of the start time for the first call and/or before the call back period ends, the employee shall not receive a second two (2) hour minimum overtime pay, but will receive overtime pay for any time actually worked beyond the two (2) minimum.

    This rule applies regardless of the number of calls the employee receives during the initial two-hour period and during the call back period. In order for the employee to receive a new two (2) hour minimum, he or she must receive a call

two (2) or more hours after the start time for the first call-out and after the call back period has ended.

d) The on-call employee shall receive his/her call from the on-call dispatcher, a supervisor, or a member of the administrative staff, unless prior arrangements are made for the on-call employee to receive calls from the answering service.

3) On-Call Dispatchers

On-call dispatchers shall document the time spent actually answering and responding to calls.

a) When time spent answering and responding to calls is less than 60 minutes a day, the only compensation will be the on-call pay of one (1) hour of overtime pay for that day.

b) When time spent answering and responding to calls exceeds 60 minutes in a day, the time in excess of 60 minutes shall be considered hours worked and will be paid at the overtime rate in accordance with the Overtime Policy, set forth below.

706 OVERTIME

Overtime is all hours an overtime-eligible employee works over forty (40) hours in his or her designated work week. Time worked includes actual hours worked, sick leave used, District-recognized holiday during the work week, vacation, jury duty, and other authorized leave time used during the work week.

a) Due to the nature of demands on the District, all employees may be asked to work beyond normal employee's scheduled work shift or forty (40) hours per work week. Overtime-eligible employees who are directed to work overtime must do so.

b) Overtime will be paid at time and a half (1.5 times) the employee's regular rate of pay. However, if an employee is scheduled to work on a District-recognized holiday, they shall not receive overtime, but instead will receive holiday pay plus straight time pay for the actual time worked on the holiday.

c) If an employee is called back to work after hours, on weekends, holidays or other times not considered regular hours of work, overtime shall begin at the time the employee arrives at the District or job site. The only exception to this is provision is for on-call work, discussed above in section 705. For on-call work, the start time for overtime pay to begin shall be at

the time the employee receives the call from either the on-call dispatcher or answering service.

d) Unless the Human Resources & Risk Manager specifies otherwise in writing, overtime-eligible employees may not have remote access to District equipment, resources, or email.

e) Non-Exempt employees are not permitted to work overtime except as directed and authorized by their supervisor, or in case of emergency, as determined by the District. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.

2) Exempt Employees

"Exempt" employee means an employee in a position classification not entitled to overtime.

Generally, employees hired in an administrative/management and supervisory staff (i.e., employees who spend at least 51% of work time utilized in supervising only and in a non-working status) shall be considered "Exempt" employees.

Refer to Exhibit A, the Classification and Salary Schedule, for positions that are considered exempt.

707 COMPENSATORY TIME OFF

An overtime-eligible employee may opt to accrue compensatory time-off (CTO) in lieu of cash payment for overtime worked if his or her supervisor agrees prior to overtime work being performed.

a) Accrual Rate:

CTO accrues at the rate of 1.5 hours for each hour, or fraction thereof, worked after 40 hours within the employee's designated work week.

Like overtime, time worked includes actual hours worked, sick leave used, District-recognized holiday during the work week, vacation, jury duty, and other authorized leave time used during the work week.

CTO cannot be accumulated in excess of eighty (80) hours at any given time. Once an employee has a CTO balance in excess of eighty (80) hours he/she shall be paid in cash for all CTO hours in excess of eighty (80) hours.

b) Employee Request to Use CTO:

The District will grant an employee's request to use accumulated CTO provided that: 1) the department can accommodate the use of CTO on the day requested without undue disruption to department operations; and 2) the employee makes the request in writing to the supervisor no later than seven days prior to the date requested.

If the employee does not provide seven days' notice, or if the department cannot accommodate the time off without undue disruption, the District will provide the employee the opportunity to cash out the amount of CTO requested at the end of the current pay period.

c) Upon reasonable notice to the employee, the supervisor may direct the employee to take earned CTO. The District also reserves the right to cash out accumulated CTO at any time.

d) Whenever possible, CTO should be taken within the year it is earned.

e) An accounting of the employee's CTO balance is provided to employees in their biweekly check stubs.

f) During employment, CTO is cashed out at the employee's current FLSA regular rate of pay (including all FLSA-applicable salary differentials and special pays).

g) Employees separating from District service shall be compensated for all accrued, unused compensatory hours at their current FLSA regular rate of pay, or their average FLSA regular rate for the prior three years, whichever is higher.

SECTION 800 BENEFITS

Employees who have questions about the benefit programs offered by the District should contact the Human Resources Department.

Employees must notify the Human Resources Department immediately of any life event changes such as: marriage, divorce, legal separation, birth or adoption and death as these have an effect on insurance coverage.

801 LOOK-BACK MEASUREMENT AFFORDABLE CARE ACT POLICY

The District is committed to ensuring compliance with the Patient Protection and Affordable Care Act (ACA) and the Internal Revenue Code ("Code") Section 4980H Shared Responsibility for Employers regarding Health Care Coverage.

The District adopted the Look-Back Measurement Method Safe Harbor provision of the ACA to determine the full-time status of employees where section 4980H defines "full-time" status with respect to a calendar month as "an employee who is employed an average of at least 30 hours of service per week." For this purpose, an employee's "hours of service" include: (1) each hour for which the employee is paid, or entitled to payment, for the performance of duties for the employer, and (2) each hour for which an employee is paid, or entitled to payment by the employer on account of a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence (except that no more than 160 hours of service will be counted for an employee on account of any single continuous period during which the employee was paid or entitled to payment but performed no duties).

Beginning January 1, 2014, the ACA required the District to offer health insurance coverage to at least ninety-five percent (95%) of employees who work, on average, thirty (30) or more hours per week and their dependent children that meets or exceeds the requirements of affordability and minimum value described in the standards of "employer-sponsored minimum essential coverage" set forth in the Code Sections 36B(c)(2)(C) and 4980H and the Treasury Regulations published thereunder or pay tax penalties and show proof. The District establishes the Look-Back Measurement Method Safe Harbor with regard to all ongoing employees as follows:

Standard measurement period:	November 1 - October 31
Administrative period:	November 1- December 31
Stability Period:	January 1 through December 31

The District is required to offer newly hired full-time employees employee health insurance coverage meeting the standards of minimum essential coverage no later than the first day of the fourth full calendar month of employment if the employee is still employed on that day. Newly hired part-time, seasonal, and variable hour employees are subject to an entirely different set of rules that allow coverage to be delayed without penalty. The mechanics of the Look-Back Measurement Method Safe Harbor for these employees, and for ongoing employees, relies on

two sets of "measurement periods," corresponding "stability periods," and optional "administrative periods." The District establishes the following periods for new, part-time, seasonal, and variable hour:

1) Initial Measurement period:

   Twelve months (beginning on the first of the month following the first date of work).

2) Administrative period:

   One month following the initial measurement period.

3) Stability period:

   Twelve months following the administrative period. The District may amend the measurement periods, administrative period and the stability period.

4) Procedure:

   Upon hire, the District will determine whether a new employee is expected to be a full-time employee, part-time employee, seasonal employee or variable hour employee. If the employee is expected to be full-time, the District will offer the employee health coverage the month following appointment. If the new employee is expected to be part-time, the District will offer the employee health coverage the month following appointment. The Finance Department will provide Human Resources and department supervisors with reports summarizing part-time hours worked. The Finance and Human Resources Department will share the responsibility of providing Employer Notifications, as required by the Department of Labor and in compliance with IRS reporting requirements. Once a newly hired full-time, part-time, seasonal, or variable hour employee completes one full standard measurement period, he or she is no longer a full-time, variable hour, seasonal employee or part-time employee, as the case may be. He or she is, instead and in all cases, an ongoing employee.

5) Allowable Hours:

   Allowable hours for all new, part-time, variable hour and temporary employees will be less than 1,560 hours in the first twelve months of employment.

   Allowable hours for ongoing, part-time, variable hour and temporary employees will vary by position and depend on prior approval from the Manager or her/his designee.

   Supervisors are responsible for ensuring their employees do not exceed the maximum allowable number of hours worked. If an employee works more than

the maximum allowable number of hours, the District will offer medical coverage to the employee, during the administrative period.

All new, part-time hours worked will be measured over two periods:

a) During the twelve-month period beginning on the first day of the month following the date of employment.

b) During the standard measurement period. The initial measurement period and the standard measurement period will be applied to variable hour employees regardless of any break in service they may experience during the periods.

If a break in service occurs, the District will calculate the average hours worked by inputting hours of service for the special unpaid leave/break period at a rate equal to average weekly hours of service.

802 EDUCATIONAL REIMBURSEMENT PROGRAM

The District encourages employees to enroll in educational programs which will aid them in the performance of their current jobs, or better qualify them for positions which are important to the continued successful operation of the District.

The District provides reimbursement for eligible and pre-approved coursework for regular, full-time employees for certain expenses for a pre-approved educational course(s) or undergraduate/graduate degree programs that will mutually benefit the District and the employee. “Certain expenses” may include registration fees, tuition, books, parking, and/or laboratory fees.

The Human Resources Department is responsible for administering this policy and any policy interpretation or course eligibility questions should be directed to that department. However, the General Manager shall make the final decision on whether to approve or deny the employee educational assistance requests at his or her discretion.

The Board of Directors has the right to unilaterally amend or repeal this policy at any time at its discretion.

1) ELIGIBILITY

Regular, full-time employees are eligible for education reimbursement once they have passed their probationary period, provided their job performance is Satisfactory in the evaluation period prior to enrollment in any course(s) and they are on the payroll at both the beginning and conclusion of the course(s).

The education is subject to reimbursement if the education is undertaken to:

a) Maintain or improve competency in the current job.

b) Provide related knowledge in order to advance to a higher-level position in the field.

c) Provide the training/knowledge needed to progress on any approved career path at the District.

2) ELIGIBLE COURSES

Courses eligible for reimbursement loans are those taken at an accredited college, university, technical or business school. Correspondence or online courses do not qualify unless offered by an accredited college or university.

"Accredited" is defined as a college or university that has been accredited by an accrediting association recognized by the U.S. Department of Education or the Council for Higher Education Accreditation (CHEA).

Courses taken under this program shall be attended on the employee's own time, during hours other than scheduled work hours.

3) PRE-APPROVED COURSE WORK

Course work must be approved by the Human Resource Department prior to enrollment to be eligible for reimbursement.

4) REIMBURSEMENT

The employee is responsible for paying for the courses at the time of enrollment. Upon receiving approval by the Human Resources Department that the employee has completed the coursework with a "passing" grade of a C or better, the employee will be eligible to receive:

a) $2,500 for all general employees per fiscal year; or

b) $5,000 for all management level employees per fiscal year.

803 STIPEND FOR CLASS "A" DRIVERS' LICENSE

A stipend of $25 per pay period shall be paid to any field employees that have a class "A" drivers' license,are included in the random drug/alcohol testing program, and the license is not required of the position. (See Article 1805)

804 BILINGUAL COMPENSATION

District employees who qualify as a bilingual Spanish speaker by taking a test with a passing score of 70% or higher will receive a stipend of $25 per pay period.

805 INCENTIVES FOR CERTIFICATION

All full-time, regular field and/or office employees that are required by job position to obtain or maintain a Water Treatment/Distribution Operation certificate issued by the State Water Resources Control Board Division of Drinking Water will be reimbursed for the tuition, books and other course required costs associated with obtaining and maintaining said certificate.

The actual cost for the certification will be 100 percent reimbursed by the District. District employees are responsible for renewing their certification and the District will not reimburse late fees for certifications not renewed in a timely manner.

806 COSTS FOR ATTENDING CONFERENCES, SEMINARS, WORK SHOPS

District staff may be authorized to attend water industry and Special District related conferences, workshops and seminars, as well as any other functions or meetings pertaining to the water industry, at District expense, should it be of benefit to the District, subject to the approval of the Human Resources & Risk Manager and the Department Head.

If approved, the cost for attending any of these functions will be paid ahead of time by the District, or it will be reimbursed to the employee if he or she pays for it.

It is the responsibility of the attending employee to inquire with the Human Resources Department regarding what expenses can and will be reimbursed.

807 LONGEVITY PAY

Regular, full-time employees are eligible for longevity pay upon continuous length of service with the District.

Continuous length of service begins with the date the employee was hired as a full-time employee and continues as long as the employee is considered a working or active employee.

Longevity pay occurs in one annual lump sum payment subject to a satisfactory performance review and the approval of the Department of Human Resources and the General Manager.

After 5 years through the end of the 9th	$150.00
After 10 years through the end of 14th	$225.00
After 15 years through the end of 19th	$350.00
After 20 years through the end of 24th	$475.00
After 25 years	$600.00

SECTION 900 DISTRICT HOLIDAYS

Full time employees, with the exception of temporary employees, receive the holidays listed below with pay.

Holidays which fall on Saturday shall normally be observed on the preceding Friday. Holidays which fall on Sunday shall normally be observed on the following Monday. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against the employee's earned vacation benefits.

1) New Year's Day
2) Martin Luther King, Jr. Day
3) Presidents' Day
4) Juneteenth
5) Memorial Day
6) Independence Day
7) Labor Day
8) Veteran's Day, November 11th, or as designated
9) Thanksgiving Day
10) Day after Thanksgiving
11) Day before Christmas Day
12) Christmas Day
13) Day before New Year's Day
14) Floating Holiday- Effective January 1' of each Calendar Year
15) Floating Holiday-Effective July 1st of each Fiscal Year

Employees entitled to paid holidays or floating holidays shall be paid for the number of hours the employee was scheduled to work had it not been a holiday or floating holiday.

902 FLEX TIME HOLIDAY

If a District holiday falls on a non-working day under the 5/40 schedule, 9/80 schedule, 4/10 schedule or rotating schedule, each employee will receive a full day's work hours added to the employee's holiday accrual bank to be used at another time designated by the employee with Supervisor approval.

903 FLOATING HOLIDAYS

Additionally, every employee, upon completion of six months of his or her initial probationary period in state service, shall be entitled to the number of hours based on their assigned schedule (i.e., 5/8 – (8 hours), 4/10 and 9/80 (10 hours) of personal holiday credit per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July. No employee shall lose a personal holiday credit because of the change from calendar to fiscal year crediting. The department head or designee may require the employee to provide five working

days' advance notice before a personal holiday is taken, and may deny use subject to operational needs. An employee may elect to receive 8 or 10 hours of holiday credit for observance of a holiday or ceremony of the employee's religion, culture, or heritage in lieu of receiving their 8 or 10 hours of personal holiday credit.

904 HOLIDAY WORK

A non-exempt employee who is required to work on a holiday will receive holiday pay and straight time pay for the actual time worked on the holiday.

905 HOLIDAY WHILE ON VACATION

If one or more holidays falls within a vacation leave that an eligible full-time employee is taking, such holiday shall not be charged as vacation leave.

906 SPECIAL SIGNIFICANCE HOLIDAY

The Board of Directors shall have the authority to grant a holiday in any year on any nationally recognized holiday, if there is some special significance given the holiday to be celebrated.

907 BOARD APPROVED CLOSURE DAYS DURING DECEMBER/JANUARY

The Board of Directors shall have the authority to approve to close the District's regular work days during the Christmas holiday season in any year. The dates approved for closure are not considered observed holidays.

SECTION 1000 VACATION

Vacation is an earned right to a leave with pay for recreation and well-being of the employee.

1001 ACCRUAL OF VACATION TIME

For regular full-time employees, vacation leave accrues per complete pay period and is credited each pay period. Vacation leave will not accrue during leaves of absence without pay unless required by law.

Length of Continuous Service	Annual Vacation Allowance	Per Pay Period Accrual	Maximum Allowed Accrued Vacation
After 1 Year	80 Work Hours	3.1 Work Hours	120 Work Hours
After 4 Years	120 Work Hours	4.6 Work Hours	180 Work Hours
After 9 Years	160 Work Hours	6.2 Work Hours	240 Work Hours
After 14 Years	200 Work Hours	7.7 Work hours	300 Work Hours

Once an employee's vacation accrual allowance reaches the maximum allowed accrued vacation, the employee will no longer continue to accrue vacation time until the balance falls below the accrued maximum. Once the accrued vacation balance falls below the accrued maximum, the employee will begin to accrue vacation time again, up to the maximum.

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

The District may, at its discretion, require an employee to use accrued vacation.

1002 APPROVAL FOR SCHEDULING VACATION TIME

Vacation leave may not be used until it is earned and vacation periods shall be taken annually with the approval of the employee's supervisor.

The scheduling of vacation time off will be based on the employee's preference and the District's operational needs.

Vacation leave shall be taken at such time as will not impair the work schedule or efficiency of the District.

Employees must provide as much notice as possible and provide two weeks' notice for vacation requests of one week or more.

1003 VACATION CASH OUT

Employees may cash out four (4) times during the year for a maximum of 160 hours of their accrued vacation/floater time, as long as they maintain a minimum of 80 hours of accrued

vacation/floater time, and they have used 40 hours of accrued vacation/floater time in the previous 12- month period. Employees electing to cash out their vacation time must make an irrevocable pre-accrual election.

The cash out increment can be any combination with a minimum of 20 hours and a maximum of 160 hours within the calendar year. The request needs to be submitted to the Human Resources Department.

1004 FLOATER HOURS

The employee is allowed a maximum of 80 floater hours. Once an employee's floater accrual allowance reaches the maximum allowed, the employee will no longer continue to accrue floater time until the floater hours are used or cashed out.

Once the accrued floater balance falls below the accrued maximum, the employee will begin to accrue floater time again, up to the maximum.

1005 MANAGEMENT LEAVE

Executive Management Staff may be granted 80 hours of Management Leave per fiscal year, with exception to the General Manager, Assistant General Manager, and Chief Financial Officer may be granted 120 hours of Management Leave.

Operation Department Supervisory staff and the Senior Public Outreach & Government Affairs Representative may be granted 40 hours of Management Leave per fiscal year.

The amount of management leave hours granted will be prorated depending on the month when the employee is hired or promoted.

Executive/Management Staff includes the Public Outreach & Government Affairs Manager, Director of Engineering, Director of Operations, Human Resources & Risk Manager, Director of Technical Services, Finance Manager, Business Systems Manager, and Board Secretary.

Operation Department Supervisors includes the Chief Water Systems Operator- Distribution and Meter Services, Chief Water Systems Operator – Production, Chief Water Systems Operator – Treatment and Water Quality Supervisor.

Management Leave Cash Out

Employees entitled to Management Leave shall cash out the unused balance at the end of the fiscal year during the month of June.

Management Leave will not be carried over to the next fiscal year. The cash out request must be submitted to the Human Resources Department before the last pay period ending in June.

SECTION 1100 SICK LEAVE

1101 PURPOSES FOR SICK TIME OFF

Employees who are hired to work at least thirty days are eligible for California Paid Sick Leave.

Sick leave is paid leave from work that can be used for the following purposes: diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members.

For purposes of this policy, "family member" means (1) an employee's child (biological, adopted, or foster child, stepchild, legal ward, or in loco parentis), regardless of age or dependency status, (2) an employee's (or an employee's spouse or registered domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian or a person who stood in loco parentis, (3) an employee's spouse or registered domestic partner, (4) an employee's grandparent, (5) an employee's grandchild, (6) an employee's sibling, or (7) a designated person which is a person identified by the employee at the time the employee requests paid sick days. An employee is limited to one designated person per 12-month period for paid sick days.

For an employee who is a victim of domestic violence, sexual assault, or stalking to:

1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or

2) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Sick leave shall not be used for vacation or personal leave, unless approved by the employee's Supervisor, the Department Head and the Human Resources Manager or his/her designee.

1102 TERMS OF SICK LEAVE

1) All employees shall accrue a minimum of 24 paid sick hours by their 120th calendar day of employment for the District, and accrue a minimum of 40 paid sick hours by their 200th calendar day of employment. This accrual obligation is applicable on a rolling 12-month basis.

2) Accrual & Carryover for Different Categories of Employees, subject to the requirement above:

    a) Full time employees who are not temporary accrue 3.7 hours of sick leave for each complete pay period of paid status; part-time employees accrue sick leave in an amount prorated to the lower number of hours they work each calendar month in paid status, but under no circumstances will accrue

no less than 1 hour for every 30 hours worked. Accrued sick leave carries over from year to year. No accrual limit applies.

b) A temporary employee who works 30 or more days within a year from the commencement of employment with the District accrues one hour of paid sick leave for every 30 hours worked. Accrued and unused sick leave carries over to the following year of employment, but a temporary employee stops earning sick leave once he or she has accrued 80 hours or 10 workdays/ shifts, whichever is greater.

1103 SICK LEAVE USE

An employee may use accrued sick leave, in a minimum increment of two hours, beginning on the 90th day after the first day of employment with the District, subject to the limits and request provisions in this Policy.

The District encourages its employees to maintain sufficient paid leave balances in the event the employee is subjected to an unforeseen emergency or incident requiring multiple days off with little or no notice to the supervisor.

1104 SICK LEAVE REQUEST

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor one to two week advance written or oral notice.

If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable.

If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.

Failure to request sick leave as required by this Policy without good reason, may result in the employee being treated as absent without leave.

1) Certification

The District may require any employees who are not temporary to provide documentation to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee.

The District also retains the right to require a medical release for any sick leave absence exceeding five (5)consecutive workdays.

All employees, including temporary employees, who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

1105 SICK LEAVE ON SEPARATION FROM EMPLOYMENT

For temporary employees, unused sick leave cannot be cashed out. For all other employees, the following provisions apply:

1) Conversion of Sick Leave

i. Upon retirement, permanent disability or death, an employee, or estate of a deceased employee, may elect to have all accrued sick leave applied to such employee's PERS retirement account as provided for in the contract between PERS and the District. Such employee, or estate of a deceased employee, must elect to apply one hundred percent (100%) of accrued sick leave to such employee's PERS retirement account, or Sections (ii) and (iii) below shall apply.

ii. In the event the employee, or estate of a deceased employee, does not make the election pursuant to Section (i) above, upon retirement, permanent disability or death, an employee or the estate of a deceased employee will be paid for unused sick leave accrued to the date of retirement, permanent disability, or death, based upon the formula below.

Sick Leave Accrued as of Date of Retirement, Permanent Disability, or Death	Percentage (%) to be Paid
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 960 Hours	50%

iii. Upon retirement, permanent disability or death, all accrued and unused sick leave above the cash payment formula shall be applied to the employee's PERS retirement account as provided for in the contract between PERS and the District or an employee may elect to allow all sick leave to be applied to the retirement account.

In no event shall any employee, or estate of a deceased employee, receive cash payment under this Section in excess of four hundred eighty (480) hours.

1106 SICK LEAVE CASH OUT

The District will pay up to forty (40) hours of accrued sick leave per year under the following conditions:

- A total of 160 hours must be maintained after reimbursement.
- The request for reimbursement must be submitted in writing to the Human Resources Department.
- The General Manager and/or Human Resources & Risk Manager must approve all requests,
- Sick Leave Cash Out payments will be made on an off-cycle payroll week in November.

1107 SICK LEAVE REINSTATEMENT

If an employee separates and is rehired within one year from separation, accrued and unused sick leave that was not cashed out by the employee upon their separation will be reinstated.

An employee who worked at least 90 days in the initial employment with the District may immediately use reinstated sick leave.

An employee who had not worked 90 days in the initial employment with the District must work the remaining amount of the 90 day-qualifying period to be able to use accrued sick leave.

SECTION 1200 PERSONNEL FILES

1201 PURPOSE

The purpose of this section is to provide the District's guidance and rules regarding personnel files.

1202 CONFIDENTIAL DISTRICT FILES

The District maintains a personnel file on each employee. Files are kept for at least four years after separation of employment.

A personnel file will contain only material that the District deems necessary and relevant or that is required by law. Personnel files are the property of the District, and access to the information they contain is restricted to protect employee privacy interests.

Notification of Changes

Each employee is responsible to promptly notify Human Resources of any changes in his or her contact and benefits information, including mailing address; telephone number; persons to contact in emergency; and number and names of dependents.

1203 EMPLOYEE MEDICAL INFORMATION

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential.

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena or court order.

In the case of an employee with a disability, Directors and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

1204 EMPLOYEE ACCESS TO PERSONNEL FILE

1) Inspection of File:

   A current employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect his or her personnel records pursuant to the California Labor Code by sending a signed authorization to the District.

   A former employee is entitled to inspect his or her personnel records pursuant to the California Labor Code by sending a signed authorization to the District.

A current or former employee who wishes to review his or her personnel file should make a written request to the Human Resources Department. The inspection must occur in the presence of the Human Resources & Risk Manager or designee and: at a location where the employee works and at a time other than the employee's work time; or 2) at another agreed upon location without loss of compensation to the employee.

2) Copies:

A current or former employee is entitled to receive a copy of his or her personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the Human Resources Department in writing.

The District may charge a fee for the actual cost of copying.

3) Representative's Inspection:

If the current or former employee wishes to have another person inspect his or her personnel file, he or she must provide the person with written authorization.

The Human Resources Department will notify the employee and/or representative of the date, time, and place of the inspection in writing.

4) No Removal of File Documents:

No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

5) Limitations on Access or Copying of Personnel File

Prior to making a copy of personnel records or allowing inspection, the District may redact the names of nonsupervisory employees.

Under no circumstances will the District provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

SECTION 1300 OUTSIDE EMPLOYMENT

Employees cannot engage in outside employment without prior approval.

An employee shall not engage in any paid or self-employment, activity, or enterprise which is inconsistent, incompatible or in conflict with his or her District duties, functions, responsibilities, or that of the department in which he or she is employed at the District. During the workday, employees are expected to devote their full time in the performance of their assigned duties. Any approved outside work, part-time job, hobbies, or personal business must be performed during off duty hours. Off duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.

In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the General Manager, Director and the Human Resources & Risk Manager prior to undertaking any outside employment as described in this Policy.

1301 AUTHORIZATION AND APPEAL PROCESS

a) Written Request: Any employee who wants to undertake a paid outside employment, activity, or enterprise must submit a written request to his or her department head. The written request must include: the work hours and/or time required; job title or the nature of the activity; the work location; and the supervisor, Director and name of the employer or activity.

b) Analysis and Decision:

The Human Resources & Risk Manager will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at the District. If the Human Resources & Risk Manager determines such activity is compatible, or would be if any conditions or restrictions applied, he or she will authorize the activity and specify the conditions/ restrictions in writing, give the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file.

c) One Year Authorization:

An outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he or she must make another request following the process in this Policy.

d) Appeal:

If the Human Resources & Risk Manager denies an employee's outside employment request, the employee may submit a written notice of appeal to the General Manager within 10 days after the date of the denial. The decision on appeal will be put in Writing, provided within 10 days after the receipt of the appeal, and will be final.

1302 PROHIBITED OUTSIDE ACTIVITIES

An employee's outside employment, activity, or enterprise may be prohibited if it:

a) involves the use for private gain or advantage of District time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of the District or employment at the District;

b) involves receipt or acceptance by the employee of any money or other consideration from anyone other than the District for the performance of an act which the employee would be required or expected to render in the regular course of his/her District employment;

c) involves the performance of an act in other than his/her capacity as a District employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or

d) involves time demands that would render the employee's performance of his or her regular District employment less efficient or dangerous to the employee.

1) Changes in Outside Employment Status

The employee must promptly report in writing to the Human Resources & Risk Manager any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends; or the authorized employment changes as to the number of work hours, location, or types of duties.

2) Revocation / Suspension of Outside Employment Authorization

Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below.

An employee may appeal the revocation or suspension as provided in this Policy.

a) The employee's work performance declines; or

b) An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the District.

3) Use of District Equipment Prohibited

Under no circumstances may an employee use any District equipment, vehicles, tools, supplies, machines, or any other item that is District property while an employee is engaged in any outside employment, activity or enterprise.

SECTION 1400 FAMILY AND MEDICAL LEAVE

The District provides family and medical care leave for eligible employees as required by State and federal law.

This Policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). Unless otherwise stated in this Policy, "Leave" means leave pursuant to the FMLA and CFRA.

1) Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination.

2) Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions.

1401 CONCURRENT WITH FMLA AND CFRA

Unless otherwise provided by law, the District will run each employee's FMLA and CFRA leaves concurrently.

1402 DEFINITIONS

12-Month Period

A rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

Single 12 Month Period

A 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.

Family Member

Family member is now defined to include a spouse, registered domestic partner, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, sibling, child (including an adult child or child of a domestic partner), or someone else related to the employee by blood or family like relationship (a "designated person"). The employee may choose one designated person on an annual basis.

Serious Health Condition

An illness, injury impairment, or physical or mental condition that involves:

Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom).

A person is considered "inpatient" when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or

1) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

   a) A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and

   b) Any subsequent treatment or period of incapacity relating to the same condition, that also involves:

   c) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or

   d) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

   e) Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a "serious health condition" only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave. (See section 1504, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)

2) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

   a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.

3) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of but need not be receiving active treatment by health care provider.

4) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of healthcare services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Health Care Provider

1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;

2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;

3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;

4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;

5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

1403 COVERED ACTIVE DUTY

In the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or

In the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

1) Covered Service-member

   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 is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

2) Outpatient Status

   With respect to a covered service-member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

3) Next of Kin of a Covered Service- member

   The nearest blood relative other than the covered service-member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service-member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service-member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

4) Serious Injury or Illness

   a) In the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered service-member incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the service-member medically unfit to perform the duties of the member's office, grade, rank, or rating; or

b) In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

1404 REASONS FOR LEAVE

Leave is only permitted for the reasons listed below.

a) The birth of a child or to care for a newborn of an employee;

b) The placement of a child with an employee in connection with the adoption or foster care of a child;

c) Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition;

d) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position;

e) Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation (This is a FMLA leave and not a CFRA leave); or

f) Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered service-member of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period. (This is a FMLA leave and not a CFRA leave.)

g) Leave due an inability to work (or telework) due to the care of a child under the Emergency Family and Medical Leave Expansion Act. (Subject to section 704.19 below.)

1405 EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if:

a) The employee has been employed by the District for at least 12 months; and

b) The employee has been employed by the District for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

c) An employee is eligible for 12 weeks of parental leave to bond with a new child within one year of the child's birth, adoption or foster care placement if:

d) The employee has been employed by the District for at least 12 months; and

e) The employee has been employed by the District for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

1406 AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered service-member) of leave during any 12-month period.

If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

1) Minimum Duration of Leave

a) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks duration on any two occasions.

b) If leave is requested to care for a child, parent, spouse or the employee him/herself with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Policy is required.

2) Parents both Employed by the District

If both parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave, each employee is entitled to 12 workweeks of leave during any 12-month period.

If both parents of a covered service-member are employed by the District and are entitled to leave to care for a covered service-member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks

during the 12-month period. This limitation does not apply to any other type of leave under this Policy.

1407 EMPLOYEE BENEFITS WHILE ON LEAVE

1) Group Health Insurance During Unpaid Leave:

Leave under this Policy is unpaid. However, while on unpaid leave, employees will continue to be covered by the District's group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job.

If the employee is disabled by pregnancy, coverage will continue up to four months each leave year.

If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the District will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).

2) Benefit Plans not provided through the District's Group Health Plan During Unpaid Leave Do Not Continue:

The District does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under the District's benefit plans that are not provided through the District's group health plans while the employee is on unpaid leave.

a) Payment of Premiums:

Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave).

The District will inform the employee whether the direct payments for premiums should be paid to the carrier or to the District, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.

b) Recovery of Premium if the Employee Fails to Return from Leave:

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or

onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

c) Substitution of Paid Accrued Leaves

Although family and medical care leave is unpaid, an employee may elect and the District will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

Employee's Right to Use Paid Accrued Leave Concurrently with Family Leave

An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee's own serious health condition or that of the employee's parent, spouse, domestic partner or child.

3) District's Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave

Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:

a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and

b) An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner.

4) District's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any purpose which also qualifies under both the FMLA and CFRA, the District will designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

5) District's and Employee's Rights if an Employee Requests Accrued Leave Without Mentioning FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the District may

not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the District denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the District may require the employee to exhaust accrued leave as described above.

1408 MEDICAL CERTIFICATION/ RECERTIFICATION

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

a) Employee's Own Serious Health Condition:

Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position.

Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested.

b) Family Member Serious Health Condition:

Employees who request leave to care for a child, parent, domestic partner or a spouse who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, or spouse, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent or spouse.

The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to

care for a covered family member, the employer must obtain recertification if additional leave is requested.

c) Service-member Serious Injury or Illness:

Employees who request FMLA leave to care for a covered service member 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 service member's serious injury or illness. The District will verify the certification as permitted by the FMLA regulations.

d) Qualifying Exigency:

The first time an employee requests FMLA leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service.

A copy of the new active duty orders or similar documentation shall be provided to the District if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The District will verify the certification as permitted by the FMLA regulations.

1) Time to Provide a Medical Certification

When an employee has provided at least 30 days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the District within the time frame requested by the District (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

2) Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this Policy, the District may delay the taking of FMLA/CFRA leave until required certification is provided, or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

3) Human Resources & Risk Manager's Review of the Contents of Medical Certification for Employee's Own Serious Health Condition

a) Complete and Sufficient:

The employee must provide a certification for his or her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Human Resources & Risk Manager or designee will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

b) Authentication and Clarification:

After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Human Resources & Risk Manager may contact the health care provider who provided the certification to clarify and/or authenticate the certification.

"Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form.

"Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Human Resources & Risk Manager may not ask for additional information beyond that required on the certification form.

4) Second and Third Medical Opinions for Employee's Own Serious Health Condition

If the District has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the District may require a medical opinion of a second health care provider chosen and paid for by the District.

If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third provider will be binding.

The District must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.

5) Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary.

"Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

The District may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

6) Employee Notice of Leave

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed.

For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

1409 REINSTATEMENT UPON RETURN FROM LEAVE

a) Reinstatement to Same or Equivalent Position:

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

b) Date of Reinstatement:

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the District, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

c) Employee's Obligation to Periodically Report on His/her Condition:

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

d) Fitness for Duty Certification:

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee may be required to obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

e) Reinstatement of "Key Employees":

The District may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the District within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the District, and the employee is notified of the District's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

Employees must complete the applicable forms by the Human Resources Department to receive family and medical care leave.

1410. PROCEDURE FOR CFRA AND FMLA LEAVE

Employees must notify Human Resources in writing as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice. For events not foreseeable 30 days in advance, the employee must give notice as soon as is practicable, and generally must comply with the District's normal call-in or notice procedures. CFRA and FMLA leave are unpaid unless an employee decides to utilize their accrued time off.

All requests for CFRA or FMLA leave should include enough information to make Human Resources aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-days advance

notice for foreseeable events without a reasonable excuse for the delay, the District reserves the right to delay the start of the leave until at least 30 days after the date on which the employee does provide such notice. Once the employee needs leave, the District will inform the employee as to whether the employee is eligible under CFRA or FMLA for such leave. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA or FMLA leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law. If the District employs both parents who are entitled to CFRA or FMLA leave, both employees are entitled to 12 weeks of leave each. The District will not discriminate against an employee for exercising CFRA or FMLA rights or giving information or testimony as to the employee's or another person's leave; nor will the District interfere with or limit the exercise or attempted exercise of such rights.

SECTION 1500 OTHER LEAVES

1501 BEREAVEMENT LEAVE

All employees, including temporary employees, may utilize paid bereavement leave to attend a funeral or memorial service, or to take care of family matters, that are related to the death of a member of immediate family or any relative living with the employee.

1) Definition

"Immediate family" consists of the following: employee's spouse, registered domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a registered domestic partner, or any other person who is a legal dependent of the employee, or one designated person with whom the employee shares a familial type relationship with. Please note: for a designated person, the employee is limited to one (1) designated person within a twelve (12) month period.

Employees are entitled to up to five days within three (3) months of the date of death for each death in the immediate family or of any relative living with the employee, on an annual basis. An employee who utilizes bereavement leave shall notify his/her supervisor or department head of the intent to use such leave. The employee requesting bereavement leave must present acceptable supporting documentation to Human Resources within 30 days following the event. Supporting documentation may include an obituary, funeral announcement or any other documentation deemed acceptable in the sole discretion of the Human Resources Department.

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

If additional time is needed, an employee may request to use accrued sick leave, subject to the approval of the Department Head and the Human Resources & Risk Manager.

1502 REPRODUCTIVE LOSS EVENT

All employees who have been employed for the District for at least 30 days are entitled to an unpaid leave of absence up to five (5) days in total following a reproductive loss event. Such leave must be taken within three (3) months of the reproductive loss event. If an employee experiences more than one reproductive loss event within a 12-month period, the District will

grant the employee a cumulative total of up to of 20 (twenty) unpaid days of leave; subject to the limitation that each unpaid leave of absence shall not exceed five (5) days.

A reproductive loss event is defined as: failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. If the employee would have been recognized as a parent if the aforementioned events were successful, the employee will be covered under this definition. This includes the employee, the employee's current spouse or domestic partner, or another individual if the person would have been a parent of a child as a result of the event.

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

The leave of absence following a reproductive loss event is unpaid, though an employee may elect to utilize any accrued and available paid sick leave, vacation, personal leave, or compensatory time off that is otherwise available to the employee.

1503 WORKERS' COMPENSATION/INDUSTRIAL INJURY LEAVE

The District insures employees for job-related injuries through State Workers' Compensation laws. Therefore, it is essential for employees to report all work-related accidents, injuries or illnesses involving employees, even those that are not serious, must be immediately reported to their supervisors and/or human resources. Employees who experience a work-related accident, illness or injury will be required to complete the appropriate forms and cooperate with the District in complying with its recording, reporting and investigation obligations. Employees who are absent from work by reason of an injury or illness covered by Workers' Compensation must provide the Human Resources Department certification from a recognized medical professional confirming the necessity of the leave to the District within fourteen (14) days after the leave begins.

1) Accruals and Benefits

When the employee authorizes, the difference between the amount granted pursuant to such Workers' Compensation and the employee's regular pay will be deducted from the employee's accumulated sick leave.

Once the accumulated sick leave is exhausted, the difference will be deducted from the employee's accumulated vacation, personal holidays, and compensatory time, if any.

The employee will continue in pay status and receive his or her pay until his/her accumulated sick leave, and authorized compensatory time, personal holidays, and vacation days, have been depleted to the nearest hour.

During the time the employee is receiving partial checks from the District:

a) He/she will accrue sick leave on a pro-rated basis;

b) He/she will accrue vacation time on a pro-rated basis;

c) If a holiday falls on a day he/she is on disability leave, he/she will receive holiday pay on a pro-rated basis;

When not receiving partial checks from the District, the employee will not accrue sick leave, vacation time, or receive holiday pay.

Any employee subject to this Policy who depletes his or her accumulated sick leave, compensatory time, personal holiday time and vacation days while absent from work by reason of an injury or illness covered by Workers' Compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with state and/or federal law.

2) Concurrent Leave

To the extent allowed by law, this leave will run concurrently with leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

3) Return to Work

Workers' Compensation Leave shall continue until the employee:

a) Is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

b) Is determined to be physically able to return to work with medical restrictions which the District can accept, and such determination, if disputed, is confirmed by Worker's Compensation Appeals Board; or

c) Accepts employment outside the District; or

d) Accepts employment in another position with the District; or

e) Has been found to be permanent and stationary and is not rehabilitated as provided by law; or

f) Is disability retired pursuant to Government Code provisions.

The District may, in its discretion, provide modified or light duty work if the employee's release contains such limitation.

If the employee has been released without limitation, the employee will be offered the same position he or she held previously, unless the job no longer exists or has been filled so that the District can operate safely and efficiently, or the employment relationship has otherwise been terminated.

4) Employee Obligation

If an employee continues working and is undergoing treatment, all treatment slips from the treating facility must be given to the Human Resources Department and his or her supervisor prior to returning to his or her regular work duties.

A medical release shall be required upon returning to work after three (3) consecutive days of disability leave indicating that the employee is physically able to return to his/her normal duties or to modified work, if it is available.

1504 PREGNANCY DISABILITY LEAVE

1) AMOUNT OF LEAVE

The District recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, any employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for the period of actual disability, up to a maximum of four months. Such leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable. An employee may also be entitled to a reasonable accommodation for pregnancy, childbirth, or related medical condition.

For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks.

An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.

2) NOTICE & CERTIFICATION REQUIREMENTS

a) Notice:

Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to Human Resources.

b) Certification:

The request for pregnancy disability leave must be supported by 1) a written certification from the attending physician stating that: the employee is disabled from working by pregnancy, childbirth, or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave.

3) COMPENSATION DURING LEAVE

Pregnancy disability leaves are unpaid. However, the employee must use available accrued sick leave, if any.

Once sick leave is depleted, the employee may elect to use vacation leave or any other accrued paid time off during the leave.

4) BENEFITS DURING LEAVE

a) Group Health Insurance:

An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

The District may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act.

b) Sick and Vacation Leaves:

Sick and vacation leaves do not accrue while an employee is on unpaid pregnancy disability leave.

c) Employee Status during Leave:

The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any collective bargaining agreement or employee benefit plan.

Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.

5) REINSTATEMENT

Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave.

a) If the employee's original position is no longer available, the employee will be assigned to a comparable, open position.

b) If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies.

1505 SHORT TERM DISABILITY (STD)/PAID FAMILY LEAVE (PFL)

Employees who experience a loss of wages when they are unable to work due to a non-work-related illness, injury, or pregnancy, may be eligible for Short Term Disability Insurance benefits.

Employees who experience a loss of wages when they need to take time off work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner, or to bond with a new child entering the family through birth, adoption, or foster care placement, may be eligible for Paid Family Leave (PFL) benefits.

The District funds STD/PFL benefits. Benefit amounts are solely determined by the STD. It is the employee's responsibility to file a claim for STD/PFL benefits. The District is not involved in the application or benefit payment process. Upon request from the STD provider , the District will verify employment, pay rate, dates of absence due to a qualifying event, and integration of paid leave (if applicable).

The employee is responsible for notifying the District of claim approval and benefit amounts.

The STD/PFL program allows for integration of STD/PFL benefits with an employee's accrued, unused paid leave. Integration has the effect of ensuring the employee will receive his/her normal salary or wages during the period of STD/PFL wage replacement benefits. The District reserves the right to integrate an employee's benefits with accrued, unused paid leave to the extent permitted by law.

Employees whose benefits are being integrated will continue to accrue sick leave, vacation leave, and holiday leave on a prorated basis.

Employees who are not receiving any compensation from the District (for instance, employees who have exhausted their accrued leaves) and are only receiving compensation from the STD will not accrue sick leave, vacation leave, or holidays for that period of time.

For additional information regarding STD, please see the Human Resources Department.

PAID FAMILY LEAVE (PFL)

The purpose of this section is to set forth the District's Policy as it pertains to Paid Family Leave (PFL) provisions for regular, full-time employees. Employees should refer to the District's leave policies for questions concerning eligibility for leave or rights pertaining to the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

Public Agencies, including Districts, are not required to participate in SDI and by extension PFL (refer to the DE 231SC). Therefore, authority to provide PFL resides with the District.

The purpose of this policy is to define the District's policies and procedures regarding the provision of the PFL benefit. This policy does not entitle employees to "job protection" during their period of absence.

Health Benefits. PFL provides only partial wage replacement when you need to take time off work for family leave. You may have rights under other laws, such as the FMLA or the CFRA. The District will maintain the health care coverage of employees on FMLA or CFRA leave on the same terms as before leave began.

Eligibility. All permanent employees who meet the below qualifications of the District shall be eligible for benefits under the District's PFL plan as applicable with the Personnel Policies and Procedures. An employee's eligibility for the provisions of this policy terminates at midnight on the date of termination of the employer-employee relationship; or at midnight on the fifteenth day following a leave of absence without pay; or on termination of this policy.

PFL military assist benefit payments are only available to eligible family members to participate in qualifying events. PFL military assist benefits are not available for the military member.

To qualify for PFL leave, an employee must:

a) Meet the District's definition for eligibility and be covered by the Personnel Policies

   and Procedures specifying PFL benefits.

b) Take time off from work to care for a seriously ill family member, to bond with a new child or to participate in a qualifying military event.

c) Have earned at least $300 in wages from the District within the 12 months immediately preceding the PFL start date.

d) Submit your claim no later than 41 days after you begin your family leave. Do not file before your first day of leave.

An employee who is off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition, or to bond with

a new child, may be eligible to receive benefits through the District's PFL program.

1506 MILITARY LEAVE AND MILITARY SPOUSE LEAVE

The District provides unpaid military leave in conformity with the law. Employees of the District who enter the Armed Forces of the United States will be granted leaves of absence in accordance with federal and state laws governing such leaves. The Uniformed Services Employment and Reemployment Rights Act of 1994 governs reemployment rights after military service and protects against discrimination based on military service or training and applies to all employers. Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or mission.

To qualify for the right to leave and reemployment, the employee must give advance written or verbal notice to their supervisor; however, advance notice is not required if it is impossible or precluded by military necessity. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

Additionally, qualified California employees will be given up to 10 days of unpaid leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the District with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the District certifying that the military member will be on military leave

from deployment. Employees requesting leave under this policy may choose to use accrued paid leave (such as vacation or paid time off) concurrently with some or all of the leave under this policy.

1507 JURY DUTY/SUBPOENAED OR COURT-ORDERED WITNESS LEAVE

1) JURY DUTY

Any employee who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify his or her supervisor or department head as soon as possible.

Any employee who is released from jury service prior to the end of his or her scheduled work hours must report to work unless otherwise authorized by his or her supervisor.

Verification from the court clerk, generally Attendance Slips, are to be turned in to the Human Resources Department.

District employees are to complete the Waiver of Pay form at the courthouse. Please ask the court clerk for more information. Employees are required to only waive the daily per diem fee. Mileage and/or parking may be optional.

If an employee receives a court check that includes a per diem or daily fee, it is his or her responsibility to return those monies to the court. Employees may, however, keep any mileage and/or parking reimbursements.

a) Non-Exempt Employees All Non-Exempt employees will be paid for actual work hours missed for time spent in jury service or court.

The time spent on jury duty is not work time for purposes of calculating overtime compensation.

b) Exempt Employees

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any work week in which they perform any work duties.

2) SUBPOENAED EMPLOYEES

a) District Related

Any employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her District job duties, must give his or her supervisor as much advance notice as is possible.

The District will determine whether the matter involves an event or transaction in the course of the employee's District job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time.

The District will offset the amount from pay the employee receives for witness fees.

b) Non-District Related

Any employee who is subpoenaed to appear or appears in court because of civil or administrative proceedings that he or she initiated, is not entitled to receive compensation for time spent related to those proceedings.

An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

The District also provides unpaid leave to eligible employees who are summoned to appear as witnesses in a judicial proceeding, pursuant to a subpoena or other court order, that was not initiated by the employee and that does not involve an event or transaction in the course of the employee's District job duties.

Employees may use accrued time, including vacation or compensatory time off, and/or unused paid time off for leave taken under this policy. The time spent in these proceedings is not considered work time.

1508 REGARDING CRIME VICTIM/ VICTIM FAMILY MEMBER COURT ATTENDANCE LEAVE

Any employee who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the District a copy of the notice of the scheduled proceeding in advance.

If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used.

An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

1509 REGARDING CRIME VICTIM/ FAMILY MEMBER VICTIMS' RIGHTS PROCEEDINGS LEAVE

Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue if the employee provides the employer reasonable advance notice.

If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A).

An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

1510 LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING TO OBTAIN RESTRAINING ORDERS OR INJUNCTIVE RELIEF

Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need for leave.

If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the Sick Leave policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation or compensatory time off. Unless an employee elects to utilize their accrued time off, leave taken pursuant to this policy shall be unpaid.

The District prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

1511 LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING TO OBTAIN MEDICAL ATTENTION OR COUNSELING OR SAFETY PLANNING

Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program, or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes.

If advance notice is not feasible, the employee must provide any of the following to the District within a reasonable time after the leave: a police report indicating that

the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse.

The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a) (2)), accrued vacation or personal leave, or compensatory time off.

1512 CIVIL AIR PATROL LEAVE — STATE OF CALIFORNIA

The District provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by the appropriate government entity(ies) and approved by the District.

The employee shall give the District as much notice as possible of the intended dates upon which the Civil Air Patrol leave will begin and end.

The District may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken. The District may deny the leave to be taken as Civil Air Patrol leave if the employee fails to provide the required certification.

The employee taking leave shall not be required to exhaust accrued vacation leave, personal leave, compensatory leave, sick leave, disability leave, or any other leave that may be available to the employee in order to take Civil Air Patrol leave.

1513 ORGAN AND BONE MARROW DONATION LEAVE

The District provides eligible employees with up to 30 business days in a 12-month period of leave to donate an organ to another person. For the first ten (10) business days of the leave, employees are required to use accrued paid time off. For the remaining time needed, up to a maximum of twenty (20) business days, the District will provide the employee with paid leave.

The District will provide additional unpaid leave of absence, not exceeding 30 business days in a one-year period, to an employee who is an organ donor, for the purpose of donating the employee's organ to another person.

The District also provides eligible employees with up to five business days in a 12-month period of leave to donate bone marrow to another person. Employees will be required to use up to five business days of their accrued paid time off for leave under this policy to donate bone marrow.

1) Eligibility

To be eligible, employees must have been employed with the District for 90 days immediately preceding the commencement of leave. Additionally, the District may require written certification that the employee is a bone marrow or organ donor and that the procedure is medically necessary, as well as certification regarding the amount of leave needed.

1514 SCHOOL ACTIVITIES / APPEARANCE LEAVE / SUSPENSION LEAVE

1) SCHOOL ACTIVITIES/APPEARANCE LEAVE

Employees are entitled to take unpaid time-off from work to participate in their child's school activities, as stated below. The employee taking School Activities Leave must be a parent, grandparent, guardian, stepparent, foster parent, or person who stands in loco parentis to a child of the age to attend kindergarten through grade 12, or at a licensed child care provider.

Employees may take up to 40 hours of School Activities Leave each year to participate in the following child-related activities:

a) To participate in activities of the school or licensed child care provider of a child;

b) To find, enroll, or re-enroll a child in a school or with a licensed child care provider; or

c) To address a "child care provider or school emergency," As defined, "Child care provider or school emergency" means that an employee's child cannot remain in a school or with a child care provider due to one of the following reasons:

1. The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;

2. Behavioral or discipline problems;

3. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or

4. A natural disaster, including, but not limited to fire, earthquake or flood.

5. Time-off to participate in school or child care activities or to find, enroll, or re-enroll in school or child care (items 1 and 2, above) is limited to 8 hours per month.

The employee must provide reasonable advance notice to his/her supervisor of the planned absence.

The leave is unpaid unless the employee uses vacation, personal leave or compensatory time off. The employee must provide documentation from the school or licensed child care facility to his or her supervisor and Human Resources as verification that the employee participated in school or child care facility activities on a specific date and at a particular time.

If both parents, guardians or grandparents having custody work for the District at the same District work site, only the first parent requesting will be entitled to leave under this provision. However, both may participate if approved by the District.

1515 CHILD SUSPENSION LEAVE

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to his or her supervisor.

A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

1516 CALIFORNIA EMERGENCY RESPONDER LEAVE

The District provides unpaid leave to eligible employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel so that such employees may respond to a call to emergency duty.

Additionally, the District provides unpaid leave, up to 14 days per calendar year, to such employees so that they may engage in scheduled fire, law enforcement or emergency rescue training.

Employees should notify the District of their status as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Additionally, employees should provide as much advanced notice as practicable of the need for leave under this policy when they are called to emergency service. Employees may use accrued, unused paid time off vacation or compensatory leave off for leave taken under this policy.

1517 VOTING LEAVE

In circumstances where an employee's work schedule does not provide sufficient time to vote on an election day, the District will provide a reasonable amount of time off during scheduled work time, including up to two hours of paid time off, for employees to vote.

Employees who need time off to vote should notify their supervisors at least two days prior to Election Day and submit proof of voting. The District reserves the right in its sole discretion to specify a time period during which the polls are open for employees to leave work to vote.

1518 ALCOHOL AND DRUG REHABILITATION LEAVE

Under California state law, employees who seek time off to voluntarily complete a rehabilitation program are eligible for this leave under this policy.

Employees may take reasonable unpaid leave as long as the leave does not cause the District an undue hardship. This leave is unpaid but employees may choose to use available sick leave concurrently with rehabilitation leave.

1519 KIN CARE LEAVE

Under California state law, employees who accrue sick leave are eligible for Kin Care Leave (KCL). An employee may use KCL for the following reasons:

- Diagnosis, care, or treatment of an existing health condition of the employee, or preventive care for, an employee or an employee's covered family member.

- For obtaining relief if the employee is a victim of domestic violence, sexual assault, or stalking.

- If the employee is a victim of domestic violence, sexual assault, or stalking, the employee may take time off to: obtain medical treatment, counseling or other victims' services,

obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order, or other injunctive relief.

The number of days the employee can take off is calculated as an amount not less than the sick leave that would be accrued during 6 months of the employee's then-current rate of entitlement. Employees are able to use up to half of their sick leave for KCL. But no more than one-half of the employees annual accrued sick leave benefits can be counted as KCL. For a full-time career employee, for example, this would mean no more than 48 hours of sick leave can be counted as KCL.

To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

A "family member" for the purposes of this policy is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (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), a spouse or registered domestic partner, a grandparent, grandchild and sibling,

Please note, leave under this leave is unpaid, unless an employee elects to utilize their accrued time off. This statute runs concurrently with paid sick leave and CFRA leave.

SECTION 1600 LEAVE OF ABSENCE WITH OR WITHOUT PAY

It is the District's policy that Leave of Absence without pay must be authorized by law or by provisions in these policies.

Unless authorized by law or District policy,

1) An employee is not entitled to a leave of absence without pay. An authorized leave of absence without pay is not a break in service for purposes of calculating seniority.

2) Vacation leave credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits do not accrue to an employee on unpaid leave.

3) The District will not maintain contributions toward group insurance or retirement coverage for the employee on such leave.

During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

1601 PAID ADMINISTRATIVE LEAVE

The District has the right to place an employee on paid administrative leave on a case-by-case basis. The purpose of paid administrative leave is to temporarily remove an employee from the workplace in order to address a particular situation.

While on administrative leave, an employee remains employed by the District and continues to receive full pay and benefits. During the pendency of this leave, an employee must remain available during regular work hours. The employee will be prohibited from entering District-owned property or facilities without the express written authorization of the District's General Manager. As a safety precaution, any employee on administrative leave will be required to turn in any District owned property (keys, keycard/badge, identification card, credit card, computer, etc.) to the Human Resources & Risk Manager.

Any employee placed on administrative leave does not have a right to appeal or grieve the decision to be placed on administrative leave with pay.

SECTION 1700 RESIGNATION, JOB ABANDONMENT, LAYOFF, SEPARATION AND EMPLOYMENT REFERENCES

It is the District's policy to follow the following guidance and rules on employment separations.

1701 TYPES OF SEPARATION

All separations of employees from positions in District employment are designated as one of the following types:

- Probationary release
- Release of at-will employee
- Resignation
- Retirement
- Job abandonment
- Layoff
- Non-disciplinary separation
- Disciplinary separation

1702 PROBATIONARY RELEASE

Probationary employees serving in their initial probationary period with the District may be released at any time during the probationary period as recommended by the Department Head, without cause or reason, without notice or appeal or grievance, and without any rights set forth under Section 1900, Causes for Discipline and Procedures.

1703 RELEASE OF AT-WILL EMPLOYEES

An At-Will employee may be separated at any time, without cause, and without right to any appeal or grievance.

1704 RESIGNATION

An employee who wishes to resign his or her District employment in good standing are requested to submit written notice of resignation to the Department Head at least two weeks prior to the planned separation date.

The written notice must state the reasons for the resignation.

Failure to follow the aforementioned procedure may be cause for denying future employment with the District.

A resignation becomes final when the Human Resources & Risk Manager accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable.

A resignation can be accepted by the Human Resources & Risk Manager even if it is submitted less than two weeks prior to the planned resignation date.

1705 RETIREMENT

An employee planning to retire may provide a written notice to the Department Head prior to the effective date of the retirement.

A notice of retirement becomes final when the Human Resources & Risk Manager accepts the notice of retirement in writing.

Once a notice of retirement has been accepted, it is final and irrevocable.

1706 JOB ABANDONMENT

An employee is deemed to have resigned from his/her position if he or she is absent for five consecutive scheduled workdays/shifts without prior authorization and without notification during the period of the absence.

The employee will be given written notice, at his or her address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence.

An employee who promptly responds to the District's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Department Head before final action is taken, to explain the unauthorized absence and failure of notification.

An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification.

No employee separated for job abandonment has the right to a post-separation appeal.

1707 LAYOFF

Whenever, in the judgment of the Board, a reduction in personnel is necessary for economic or operational reasons, any employee may be laid off or demoted for non-disciplinary reasons.

a) **Order of Layoffs:** Employees will be laid off in the inverse order of their seniority in their classification in the department.

   Seniority is determined based on the length of employment in the affected classification in the department, or higher classifications in the department.

Length of employment includes all days of employment in attendance at work and on authorized or legally-protected leaves of absence. Length of service does not include unauthorized periods of leave or suspension or layoff.

Within each classification, employees will be laid off in the following order: temporary; part-time; probationary; and for-cause (regular) status.

If two or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be decided by lottery.

b) **Notification of Layoff:** Employees to be laid off will be given 21 calendar days' notice of layoff.

c) **Displacement:** Regular employees who are noticed for layoff and who have held regular status in a lower classification within the same classification series in the same department, may displace employees in the lower classification provided that the employee seeking to displace has greater length of employment in the lower classification than the incumbent in the lower classification.

Employees in lower classifications will be displaced in inverse order of their length of employment in the classification.

Any employee who seeks to displace another must provide the Human Resources & Risk Manager with written notice no later than five working days after the date of the notice of layoff.

d) **Transfer:** If the Human Resources & Risk Manager determines that a regular employee who is subject to layoff is qualified to perform the duties in a vacant position, the employee will receive a written notice of option to transfer in lieu of layoff.

An employee who does not accept a transfer within 10 days after the date of the written notice, forfeits the option to transfer. An employee who accepts a transfer will be paid the rate applicable to the position into which he or she transfers.

1708 NON-DISCIPLINARY SEPARATION

Any employee separated because of an inability to accommodate after the reasonable accommodation and interactive process is concluded, will be given a written pre-separation notice of the reasons for the separation, the evidence supporting the decision to separate for non-disciplinary reasons, and an opportunity to respond before the separation takes effect.

Any regular employee has the opportunity for a post-separation appeal as described in section 1900, Causes for Discipline and Procedures.

1709 DISCIPLINARY SEPARATION

A regular employee may be separated for disciplinary reasons pursuant to the policy and procedures in Section 1900, Causes for Discipline and Procedures.

1710 RETURN OF DISTRICT PROPERTY

All District property in the employee's possession must be returned prior to separation, including keys, key fobs, identification cards, equipment, credit cards, gas cards, cell phones, uniforms and any other District equipment.

1711 JOB REFERENCES/VERIFICATION OF EMPLOYMENT

All reference inquiries and verifications of employment must be referred to and approved by Human Resources.

Unless the District receives a written waiver signed by the employee, the District will release only the employee's dates of employment, last position held, and final salary rate.

Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by Human Resources on a case-by-case basis.

SECTION 1800 POLICY AGAINST DRUGS AND ALCOHOL IN THE WORKPLACE

It is the policy of the District to promote a drug and alcohol-free workplace and to eliminate drug and alcohol-related inefficiencies and risks.

This Policy applies to all District employees, whether they are on District property, or they are performing District-related business elsewhere, except as this Policy is superseded by federally mandated drug and alcohol policies.

Compliance with this Policy is a condition of employment. Disciplinary action will be taken against those who violate this Policy.

There are additional requirements for District employees in safety-sensitive positions and/or performing safety-sensitive functions set forth below in section 1806.

1801 PROPER APPLICATION OF THE POLICY

The District is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner.

Any supervisor who knowingly disregards the requirement of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

1802 DRUG AND ALCOHOL-FREE AWARENESS PROGRAM

The District's employee assistance provider offers counseling and treatment of drug-or alcohol-related problems. The employee assistance provider has information about:

a) the dangers of drug or alcohol abuse in the workplace;

b) the penalties that may be imposed for drug or alcohol abuse violations;

c) the District's Policy of maintaining a drug- and alcohol-free workplace; and

d) any available drug or alcohol counseling, rehabilitation, or employee assistance programs.

1803 PROHIBITED CONDUCT

a) The manufacture, distribution, sale, purchase, dispensation, possession, or use of any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee in either District workplaces or wherever District business is performed.

b) Working or being subject to call in if impaired by alcohol or any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee.

c) An employee's failure to notify his/her department head before beginning work when taking medications or drugs, including but not limited to: prescription drugs, over the counter medications, or illegal drugs or narcotics (including marijuana) which could interfere with the safe and effective performance of duties or operation of District equipment.

d) An employee's failure to notify his or her supervisor or the Human Resources & Risk Manager of any drug or alcohol use that he or she observed or participated in at the workplace.

e) An employee's failure to notify his or her supervisor or the Human Resources & Risk Manager of any criminal conviction for a drug violation that occurred in or outside of the workplace and within five days after such conviction.

f) An employee's criminal conviction for a drug violation that occurred in the workplace.

For purposes of this Policy, "alcohol" is broadly defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

1804 DRUG AND ALCOHOL TESTING

The District has discretion to test applicants and employees for alcohol and drug use under the following circumstances. The District will use an outside laboratory to perform all testing.

a) Pre-Employment Testing for External Applicants for Certain Jobs:

Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and alcohol testing include, but is not limited to, safety sensitive jobs that have public safety implications, such as operating heavy trucks to transport hazardous material.

b) Reasonable Suspicion Testing:

The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of

using or being under the influence of a drug or alcohol at work, under the following circumstances.

1. "Reasonable suspicion"

   Reasonable suspicion to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work.

   Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use.

   If the District suspects drugs or alcohol may have played a role in an accident involving District property or equipment, this may also constitute reasonable suspicion.

2. Document and Analysis:

   In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with the department head and the Human Resources & Risk Manager & Risk Management.

   Any reasonable suspicion testing must be pre-approved by the Human Resources & Risk Manager & Risk Management.

3. Testing Protocol:

   If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and the Human Resources & Risk Manager has approved, the employee will be relieved from duty, transported to the testing facility and to his or her home after the test. For marijuana, an employee will be considered under the influence if it is determined based on a drug test which detects the presence of Tetrahydrocannabinol (THC) that the employee is impaired while on duty. Employees shall not be tested for the presence of non-psychoactive cannabis metabolites.

The employee will be placed on sick or other paid leave until the test results are received.

1805 ADDITIONAL REQUIREMENTS FOR SAFETY-SENSITIVE EMPLOYEES

1) Applicability

These additional provisions are also intended to comply with all applicable Federal regulations governing workplace antidrug programs in the transportation industry.

The Federal Highway Administration (FHWA) of the Department of Transportation has enacted 49 CFR Part 382 that mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result.

The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine and breath specimens. in addition, the Department of Transportation has enacted 49 CFR Part 29,

"The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. These provisions incorporate those requirements of safety-sensitive employees and others when so noted.

These additional provisions apply to all safety-sensitive employees and contractors when they are on District property or when performing any District related business. They apply to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work.

Visitors, vendors, and contracted employees are also governed by this policy while on District premises, and they will not be permitted to conduct business if found to be in violation of this policy.

2) Definition of a safety-sensitive position

A safety-sensitive position is defined as any position requiring the use of a Class "A" or Class "B" commercial driver's license. A listing of the District's safety-sensitive employee (function and/or position) classifications can be found in section 1806 of this policy.

A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

3) Prohibited Conduct

In addition to the prohibitions set forth above, no safety-sensitive employee shall use alcohol while on duty or on call, while performing safety-sensitive functions, or within four hours of reporting for duty.

4) Additional Testing

In addition to reasonable suspicion testing, set forth above, safety-sensitive employees are subject to additional testing procedures as required by law.

All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing.

Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to a Substance Abuse Professional (SAP).

Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Analytical urine-controlled substance testing and breath testing for alcohol will be conducted as required under Department of Transportation guidelines. All safety-sensitive employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident, as defined in the Department of Transportation guidelines.

In addition, all safety-sensitive employees will be tested prior to returning to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by a Substance Abuse Professional (SAP). Safety-sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines shall also be subject to testing on randomly selected, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines.

The District affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

Any safety-sensitive employee who has a confirmed positive controlled substance or alcohol test will be removed from his/her position, informed of education and rehabilitation programs available, and evaluated by a Substance Abuse Professional (SAP).

a) Controlled Substance Testing

The controlled substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed.

The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the Department of Transportation guidelines.

b) Alcohol Testing

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT).

If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test.

An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four hours unless a retest results in an alcohol concentration less than 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this policy.

c) When Testing Will Occur Employees in safety-sensitive positions may be tested under any of the following circumstances:

1. Employment Testing.

All new employees conditionally hired for safety-sensitive classifications shall undergo urine controlled substance testing. Receipt of satisfactory test results is required as a condition of employment and failure of a controlled substance test will disqualify the applicant from further employment. Employment testing requirements will be conducted in compliance with the current law and the testing procedures set.

2. Reasonable Suspicion Testing

The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work. “Reasonable suspicion” to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors are provided above in section 1405(b)(1). Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

3. Post-Accident Testing

Employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a District vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and/or whose performance could have contributed to the accident.

In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or where one or more vehicles incurs disabling damage that requires towing from the site; and the safety-sensitive employee receives a citation under State or local law for a moving traffic violation arising from the accident.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and subject to termination.

Post-accident testing of employees will include not only the operation personnel, but any other covered employees whose performance could have contributed to the accident.

4. Random Testing

Employees working in safety-sensitive classifications and employees who perform safety-sensitive functions, as defined by the DOT, will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method.

Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before departure, or during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

5. Return-To-Duty Testing

All employees who previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following returning to duty.

The duration and frequency will be determined by the SAP. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

6. Employee Requested Testing

Any safety-sensitive employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory.

The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second test invalidated the original test.

The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The safety-sensitive employee's request for a retest must be made to the Medical Review Officer (MRO) within 72 hours of notice of the initial test result. Request after 72

hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

7. Employee Assessment

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). A SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinically experienced in the diagnosis and treatment of alcohol related disorders.

The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-to-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP.

The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is borne by the safety-sensitive employee and is on a onetime basis only. The employee will immediately be terminated on the occurrence of a second verified positive test result.

Employees may use accumulated sick leave, vacation, and floating holidays, if any, to participate in the prescribed rehabilitation program.

8. Rehabilitation

The decision to discipline or terminate an employee found to have used and/or be under the influence of drugs, alcohol and/or other controlled substances during working hours may be waived or held in abeyance by the District pending the employee's participation in a formal rehabilitation program.

The District has discretion to handle each case individually, with factors such as the employee's frequency of use, commitment to

rehabilitation, and type of substance taken into consideration regarding the waiving of penalties.

Discipline or termination that is waived or held in abeyance pending rehabilitation should be done on the condition, set forth in writing, that the employee:

- Successfully complete an approved rehabilitation program;
- Faithfully comply with maintenance and therapeutic measures (e.g., attendance at AA or NA meetings); and,
- Be subject to periodic testing without further reasonable cause.

If an employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP.

The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is borne by the employee and is on a one-time basis only.

An employee will be immediately terminated from employment on the occurrence of a second verified positive test result. Employees may use accumulated sick leave, vacation, administrative leave, and/or floating holidays, if any, to participate in the prescribed rehabilitation program.

The District is committed to providing reasonable accommodation to those employees whose alcohol or drug abuse problem classifies them as disabled under federal and/or state law.

1806 SAFETY-SENSITIVE EMPLOYEE CLASSIFICATIONS FOR DISTRICT

Funded and Unfunded Classifications Impacted by the Regulations: (subject to change)

- Chief Water Systems Operator Distribution and Meter Services
- Lead Water Distribution Operator
- Water Distribution Operator III Human Resources will maintain a list of the specific positions within the above-listed classifications that are covered under Department of Transportation regulations.

a) Procedures - Reasonable Suspicion Testing

1. A safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances is observed by a supervisor.

   Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however that it is against District policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. However, the supervisor must witness first-hand the safety-sensitive employee's signs and symptoms.

2. The supervisor is then obligated to ensure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.

3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately suspended from duty (with pay) and driven by District staff (or others designated) to the District specified collection site.

   Because of a testing facility requirement, the safety-sensitive employee in question must show proof of identification, such as a photo driver's license or state-issued photo identification card.

   Whenever practical, the Human Resources & Risk Manager should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

5. The District will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their

own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collection site.

6. The safety-sensitive employee whose test results are negative (less than 0.02 alcohol concentration) will be released to return to work.

   The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test.

   The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

   Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

7. The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work.

   The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

   Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

1807 PROCEDURES FOR RANDOM TESTING

The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site for alcohol and/or controlled substance testing.

1) The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof

of identification, such as a photo driver's license or state-issued photo identification card.

2) At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

3) The safety-sensitive employee whose test results are negative (less than O.02 alcohol concentration) will be released to return to work. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test.

   The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

4) Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

5) The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work.

   The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

   Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

1808 PROCEDURES - POST ACCIDENT

1) The safety-sensitive employee notifies a supervisor that an accident has occurred.

2) The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued or a fatality occurred.

Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.

3) At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician.

Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

4) The Human Resources & Risk Manager will be notified that an accident has occurred, and that the safety-sensitive employee was instructed to go to the collection site.

5) The safety-sensitive employee whose test results are negative (less than 0.02 alcohol concentration) will be released to return to work.

The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test.

The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

6) The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work.

The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee.

Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

1809 PROCEDURES - RETURN-TO-DUTY AND FOLLOW-UP

1) The compliance company notifies the District to send the safety-sensitive employee to the collection site for alcohol and controlled substance testing.

2) The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.

3) At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

4) The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

   a) Procedures - Chain Of Custody For Controlled Substance Specimens

      1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.

      2. Urine will be in a wide-mouthed clinic specimen container, which will remain in full view of the safety-sensitive employee until split, transferred to sealed and initialed in two tamper-resistant urine bottles.

      3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol-testing laboratory, the specimens will then be placed in the transportation container.

         The container will be sealed in the safety-sensitive employee's presence and the safety-sensitive employee will be asked to initial or sign the container. The container will be sent to the designated

testing laboratory on that day or the earliest business day by the fastest available method.

A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

b) Procedures - Specimen Collection Of Strange and / or Unrecognizable Substances

1. A safety-sensitive employee is observed with a strange and/or unrecognizable substance.

2. The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled, and signed by both the supervisor and a witness.

3. An incident report is made and signed by both the supervisor and a witness.

4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

c) Procedures - Alcohol Concentration

1. The safety-sensitive employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.

2. After an explanation of how the breathalyzer works, an initial breath sample is taken.

3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after or more than 20 minutes after the screening test.

4. The confirmation test will utilize Evidential Breath Testing devices that prints out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

SECTION 1900 CAUSES FOR DISCIPLINE AND PROCEDURES

It is the policy of the District that employees may be disciplined for, including but not limited to, any of the following causes of discipline:

1) Providing false information in your application for employment;

2) Violation of any department rule, District policy or District regulation, ordinance or resolution;

3) Violation of the Districts' policy against harassment, discrimination and retaliation;

4) Absence without authorized leave or tardiness;

5) Excessive absenteeism and/or tardiness;

6) Use of leave from work in a manner not authorized or provided for under District policies;

7) Making any false representation or statement, or making any omission of a material fact;

8) Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;

9) Unsatisfactory job performance;

10) Inefficiency;

11) Damaging any District property, equipment, resource, or vehicle, or the waste of District supplies through negligence or misconduct.

12) Insubordination; or insulting or demeaning the authority of a supervisor or manager;

13) Dishonesty;

14) Theft;

15) Violation of the District's or a department's confidentiality policies, or disclosure of confidential District information to any unauthorized person or entity;

16) Misuse or unauthorized use of any District property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, District communication systems, District vehicles or intellectual property;

17) Mishandling of public funds;

18) Falsifying or tampering with any District record, including work time or financial records;

19) Discourteous or offensive treatment of the public or other employees;

20) Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.

21) Failure to inform your department head and supervisor that you are undergoing a criminal investigation and may be charged with a crime that may impact your employment and duties with the district

22) Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;

23) Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the District;

24) Any conduct that impairs, disrupts or causes discredit to the District, to the public service, or other employee's employment;

25) Reckless or unsafe conduct;

26) Working overtime without prior authorization or refusing to work assigned overtime;

27) Carrying firearms or other dangerous weapons while on duty when not required by job duties;

28) Physical violence including threats of physical violence, fighting, or creating a disturbance;

29) Horseplay or fighting;

30) Conducting non-District business activities during working hours

31) Destroying or willfully damaging District or employee property, records, or other materials.

32) Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Department of Motor Vehicles by employees who must maintain such a license as a condition of employment.

33) Violation of the Districts' Media and/or Technology Policy

1901 TYPES OF COUNSELING, REPRIMANDS AND DISCIPLINE

The following are types of counseling, reprimands and discipline which the District may impose. However, the District is not obligated to engage in progressive discipline, nor is it required to impose discipline in the order as follows:

a) Counseling Memo:

A counseling memo will be provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem.

b) A counseling memo will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the discipline appeal procedures described below. Verbal Reprimand:

A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue.

A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.

c) Written Reprimand:

A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue.

A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. Unless required by law, a written reprimand is not subject to the discipline or discipline appeal procedures described below.

The employee has the right to have his or her written rebuttal attached to the reprimand in the employee's personnel file, if the employee submits the rebuttal to the General Manager within 14 days after the reprimand is received.

d) Suspension Without Pay:

The District may suspend an employee from his/her position without pay for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation.

Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.

e) Reduction in Pay or Paid Leave:

The District may reduce an employee's pay or paid leave for cause.

A reduction in pay for disciplinary purposes may take one of three forms: 1) a decrease in salary to a lower step within the salary range; 2) a decrease in salary paid to an employee for a fixed period of time; or 3) loss of accrued paid vacation or administrative leave, floating holiday, or compensatory time off.

Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation.

A reduction in pay is subject to the discipline and discipline appeal procedures described below. Employees who are exempt from the Fair Labor Standards Act (FLSA) overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.

f) Demotion:

The District may demote an employee from his or her position to a lower step or position for cause.

Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation. A demotion is subject to the discipline and discipline appeal procedures described below.

g) Termination:

The District may terminate an employee from his or her position for cause.

Documents related to the termination shall become a part of an employee's personnel file when the termination is final.

A terminated employee is entitled to the discipline and discipline appeal procedures described below.

1902 SKELLY PROCESS

The following types of discipline will require the District initiate and put the employee through a Skelly quasi-judicial process as referenced in Section 2003.

1) Suspension Without Pay

2) Reduction in Pay or Paid Leave

3) Demotion

4) Termination

1903 DISCIPLINE PROCEDURES

The following discipline procedures only apply to the District's regular employees.

All employees other than regular employees, namely at-will employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below.

The following discipline procedures apply only to suspension without pay for four or more days, reduction in pay, demotion, or termination.

a) Skelly Notice of Intended Disciplinary Action to Employee:

The Skelly process will require a written notice to the subject employee of the intended disciplinary action shall be given to the employee, which will include the following information:

1. The level of the intended discipline;

2. The specific charges that support the intended discipline;

3. A summary of the facts that show that the elements of each charge at issue in the intended discipline;

4. A copy of all materials upon which the intended discipline is based;

5. Notice of the employee's right to respond to the department head regarding the intended discipline within five working days from the date of the notice, either by requesting a Skelly conference, or by providing a written response, or both;

6. Notice of the employee's right to have a representative of his or her choice at the Skelly conference; and

7. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

b) Response by Employee and Skelly Conference/ Meeting If the employee requests a Skelly conference within the date as specified in the Skelly notice, the department head or designee will conduct an informal meeting with the employee.

During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances.

The department head will consider the employee's presentation before issuing the disciplinary action.

The employee's failure to attend the conference, or to deliver a written response by the date specified in the Skelly notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the Skelly letter.

c) Final Notice of Discipline

After the Skelly conference and/or timely receipt of the employee's written response, the Department of Human Resources in collaboration with the department head will:

1. Take no disciplinary action;

2. Modify the intended discipline; or

3. Impose the intended disciplinary action.

In any case, the Department of Human Resources in collaboration with the department head will provide the employee with a notice that contains the following:

- The level of discipline, if any, to be imposed and the effective date of the discipline;

- The specific charges upon which the discipline is based;

- A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the discipline is based; and
- A reference to the employee's appeal right and deadline to appeal.

d) Delivery of the Final Notice of Discipline

The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee, or delivered to the employee in person.

If the notice is not deliverable because the employee has moved without notifying the District or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

1904 DISCIPLINE APPEAL PROCEDURES

The following appeal procedures only apply to the District's regular employees. All employees other than regular employees, namely at-will employees, may be disciplined or separated at will, with or without cause, and without the disciplinary appeal procedures listed below.

The following appeal procedures apply only to suspension without pay, demotion, reduction in pay, or termination.

1) Request for Appeal Hearing

An employee may submit a written request for appeal to the General Manager (or his designee) within 14 days from: 1) receipt of the final notice of discipline; or 2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee, whichever is earlier.

Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.

2) Appeal Hearing Officer

The appeal hearing officer shall be an individual selected by the General Manager through State Mediation and Conciliation Service (SMCS) or the California Office of Administrative Hearings (OAH).

a) Date and Time of the Appeal Hearing

Once the appeal hearing officer has been designated, Human Resources will set a date for an appeal hearing.

The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date.

b) Prehearing Notice of Witnesses and Evidence

No later than 10 days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing.

The District will use numbers to identify its evidence; the employee will use alphabet letters.

Neither party will be permitted to call any witness or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.

c) Subpoenas

Upon the request of either party, and upon his or her own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing.

Each party is responsible for serving his/her/its own subpoenas.

District employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing.

District employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.

d) Continuances

The appeal hearing officer may or may not decide on a request by either party to continue a scheduled hearing.

e) Record of the Appeal Hearing

The hearing shall be recorded, either electronically or by a court reporter, at the option of the District.

If the District orders a transcript or makes a transcript of the recording, the District will notify the employee within three days of ordering or making

the transcript, and will provide a copy of the transcript upon receipt of the costs of duplication.

f) Employee Appearance

The employee must appear personally before the hearing officer at the time and place set for the hearing.

The employee may be represented by any person he or she may select.

1905 CONDUCT OF THE HEARING

a) Sworn Testimony

All witnesses shall be sworn in prior to testifying. The hearing officer or court reporter shall request each witness to raise his or her hand and respond to the following: "Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?"

b) Evidence

Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth.

The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. irrelevant or unduly repetitious evidence may be excluded.

The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.

c) Exclusion of Witnesses

During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.

d) Burden of Proof

The District has the burden of proof by the preponderance of the evidence.

e) Authority of Hearing Officer

The appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Policies.

f) Professionalism

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the appeal hearing officer.

1906 PRESENTATION OF THE CASE

The parties will address their remarks, evidence, and objections to the appeal hearing officer.

The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony, or directly question the witness.

The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:

a) The District is permitted to make an opening statement;

b) The employee is permitted to make an opening statement;

c) The District will produce its evidence;

d) The employee will produce its evidence;

e) The District, followed by the employee, may present rebuttal evidence;

f) Oral closing arguments of no more than 20 minutes may be permitted at the discretion of the appeal hearing officer. The District argues first, the employee argues second, and if the District reserved a portion of its time for rebuttal, the District may present a rebuttal.

1) Appeal Hearing Officer's Recommended Decision

Within 15 days of the conclusion of the hearing, the appeal hearing officer shall make written findings and a recommended decision as to the discipline.

The General Manager in collaboration with the Department of Human Resources shall review the findings and recommendations of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken.

The decision of the General Manager is final. There is no process for reconsideration.

2) Proof of Service of the Written Findings and Decision

The District will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision.

It shall be the responsibility of the employee to inform the District of his/her address. A copy of the decision shall also be provided to Human Resources.

SECTION 2000 POLICY AGAINST VIOLENCE IN THE WORKPLACE

The District is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. The District recognizes that workplace violence is a concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, customers, visitors, or anyone else on the District premises or engaging in District-related activity from behaving in a violent or threatening manner. Moreover, the District seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within the Human Resources Department for responding to any situation that presents the possibility of violence.

The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this Policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

To achieve these objectives, the District has implemented a dedicated Workplace Violence Prevention Plan. This plan is available for review and can be obtained from Human Resources upon request.

2001 ANTI-BULLYING POLICY

The District is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the District also prohibits any form of "intimidation or bullying" in the workplace or elsewhere, such as at offsite events.

1) Applicability

   This policy applies to all District employees.

2) Policy Coverage

   Every employee and other individuals, such as temporary agency workers, consultants, independent contractors and visitors, have the right to be treated with respect.

   Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and/or creates an intimidating or threatening environment.

Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name-calling, sarcasm, spreading rumors, teasing.

Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chatroom misuse, mobile threats by text messaging, or calls or misuse of cameras and video equipment.

3) Complaint Procedure

The District will not tolerate bullying in any form. Any individual who believes that he or she is being or has been subjected to any form of bullying should immediately report this to his or her supervisor, department head, or the Human Resources & Risk Manager & Risk Management.

In addition, any person who believes they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct to their supervisor or other appropriate person in the chain of command. If this is not possible, the conduct should be reported to the General Manager or District Legal Counsel.

Individuals who violate this bullying policy are subject to disciplinary action, up to and including termination.

4) Policy against Retaliation

No employee will be subjected to any form of retaliation for reporting an incident of bullying, or participating in an investigation by the District or its representatives into allegations of bullying.

Additionally, all employees have a duty to cooperate in connection with any investigation being conducted.

SECTION 2100 COMPLAINT RIGHTS OF EMPLOYEES

The District has a specific procedure outlined in the "Policy Against Discrimination, Harassment, and Retaliation; Complaint Procedure" policy contained in this Manual that should be used to report concerns or complaints related to possible harassment, discrimination, or retaliation based on a protected category. The District has established a complaint process that employees may use to bring forth any complaint that alleges the violation of a specific provision of these Policies that adversely affects the employee and that contains all of the information listed in the "Statement of the Complaint" below.

The following procedure applies to all District employees, unless another dispute resolution procedure applies to the dispute or a discipline policy and procedure applies.

1) Not Applicable to Evaluations or Discipline

   The complaint procedure cannot be utilized to challenge the content of a performance evaluation.

   The complaint procedure shall not apply to any disciplinary matters or procedures that are covered by Article 1900.

2102 STATEMENT OF THE COMPLAINT

A concern is not a complaint unless the affected employee is able to state each of the following:

1) The date of the alleged violation

2) The specific provision(s) of these Policies that were allegedly violated;

3) A description of all facts regarding how the alleged violation occurred;

4) A list of all persons who are witnesses or are involved; and, if relevant,

5) A description of how he or she would like the complaint grievance to be resolved.

The complaining employee(s) may write up his or her complaint or use a District form to make the Statement of the Grievance.

A Statement of the complaint must be signed by the employee filing the grievance to certify that it is filed in good faith.

2103 TIMELINES

Failure of the District to comply with the time limits of the complaint procedures allows the grievant to appeal to the next level of review.

Failure of the complaining employee(s) to comply with the time limits of the complaint procedures constitutes settlement and resolution of the matter on the basis of the last disposition.

The parties may extend time limits by mutual written agreement in advance of a deadline.

1) Procedures

a) First Level Review:

The employee must first work in good faith to resolve the complaint informally through discussion with his/her immediate supervisor no later than 7 working days after the employee(s) first became aware of the facts or circumstances resulting in the filing of the complaint.

Should the supervisor's oral answer to the problem be unsatisfactory to the employee, the employee should prepare and submit a written Statement of the Complaint to his/her immediate supervisor.

It is understood that a supervisor shall be obligated to accept a question or problem in writing only when it is presented within 14 working days after the employee first became aware of the facts or circumstances resulting in the filing of the complaint. The supervisor shall deliver a written answer to the employee within 14 working days.

b) Second Level Review:

If the employee believes that the complaint has not been resolved through Step I, the employee may submit a written Statement of the Complaint to his/her department head.

The employee must submit the Statement of the Complaint within 7 working days after receipt of the supervisor's written answer.

The department head shall consider, discuss the grievance with the complaining employee(s), and/or investigate as he/she deems appropriate, and shall, within

14 working days of receipt of the written Statement of the Complaint, submit his/her decision in writing to the employee(s).

c) Third Level Review:

If the employee believes that the complaint has not been resolved through Step II, the employee may appeal the complaint decision of the

department head to the General Manager and the Human Resources & Risk Manager.

Such appeal must be filed within 7 working days of the date of the department head's written decision.

The General Manager and Human Resources & Risk Manager shall consider, discussing the complaint with the employee(s), and/or investigate as he/she deems appropriate, and shall, within 14 working days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.

The decision of the General Manager in collaboration with the Human Resources & Risk Manager shall be final.

SECTION 2200 REPORTING A WORKPLACE INJURY

This section is intended to provide guidance for the District and its employees in compliance with the District's Safety & Injury Illness Prevention Program.

2201 PROCEDURE

District personnel shall report all injuries, however slight, to his/her immediate supervisor, or if not available, another supervisor in his/her work area, and the Human Resources Department as soon as practicable after the employee has realized that he or she has suffered a recordable work-related injury or illness.

Employees may initially make reports verbally, whether by phone or in person, but shall complete and file with the Human Resources Department a claim form as soon as practicable following the injury or illness. The Human Resources Department will furnish the claim form to be completed and the Workers' Compensation Benefit form.

In the event that the employee is incapacitated and cannot file a claim form, his/her immediate supervisor shall file a preliminary claim form, noting incapacitation of the injured employee, and the District will furnish a claim form to an immediate family member.

Nothing in this policy is intended to deter or discourage employees from accurately reporting a workplace injury or illness and employees shall not be subject to retaliation for making a reasonable report about a workplace illness or injury.

2202 MEDICAL TREATMENT

If medical treatment is needed, the Human Resources Department will provide an "Authorization for Treatment" form.

All personnel shall be treated at the Districts contracted Industrial Medical Clinic unless a personal physician has been designated and on file.

If prompt medical attention is essential, the Human Resources Department should be notified of the injury and they will call the treating facility with the authorization for treatment.

SECTION 2300 IF THE EMPLOYEE CONTINUES WORKING WHILE UNDERGOING TREATMENT, ALL TREATMENT SLIPS FROM THE TREATING FACILITY MUST BE GIVEN TO THE HUMAN RESOURCES DEPARTMENT AND HIS/HER SUPERVISOR PRIOR TO RETURNING TO HIS/HER REGULAR WORK DUTIES. FOR INFORMATION ABOUT WORKERS' COMPENSATION, SEE SECTION 1503.

SECTION 2300 USE OF DISTRICT VEHICLES, EQUIPMENT, AND TOOLS

District equipment and resources may only be used to conduct District business, except for incidental personal use that is consistent with this Policy. As a result, District equipment and resources are non-public forums.

All District employees are required to adhere to this Policy and all other District policies, including the District's Policy on Drug and Alcohol Use, when using District vehicles, equipment, tools and resources.

2301 DISTRICT EQUIPMENT OR RESOURCES

District equipment or resources is any District-owned or supplied item or resource, including, but not limited to: intellectual property (e.g., photographs, plans, drawings, formulas, customer lists, designs, formulas), vehicles, telephones, cell phones, pagers, tools, machines, supplies, copy machines, facsimile machines, desks, office equipment, computers (including hardware and software), file cabinets, lockers, Wi-Fi, internet, intranet, District network, data systems, routers, voice mail, servers, and email or voice mail communications stored in or transmitted through District electronic resources or equipment.

2302 NO EXPECTATION OF PRIVACY

The District periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its equipment or resources, including electronic communications and content contained in or transmitted through District networks or electronic resources.

District employees must provide the agency with the employee's username or password for any District-issued equipment or resource.

The existence of passwords or delete functions does not restrict the District's access. As a result, District employees have no expectation of privacy in their use of any District equipment or resources.

2303 APPROPRIATE USE ONLY NO MISUSE

Employees may only use District equipment or resources in compliance with District policies. Except as authorized by this Policy, employees are expected to avoid any use or communication which is unrelated to District business, destructive, wasteful, or illegal.

The District has discretion to restrict or rescind employee access to District equipment or resources. The following are examples of misuse of District equipment or resources:

a) Any use that violates applicable law and/or District policies, rules or procedures.

b) Exposing others to material, which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment.

c) Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status or any other basis protected by law.

d) Communication and/or disclosure of confidential or proprietary District information to unauthorized individuals within or outside of the District.

e) Unauthorized attempts to access or use District data or break into any District or non-District system.

f) Theft or unauthorized transmission or copying of paper or electronic files or data.

g) Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communication.

h) Misrepresentation of one's identity for improper or illegal purposes.

i) Personal commercial or business activities (e.g. "for sale" notices, personal ads, etc.).

j) Transmitting/accessing obscene material and/or pornography.

k) E-Commerce.

l) Online gambling.

m) Installing or downloading unauthorized software or equipment.

n) Violating terms of software licensing agreements.

o) Using District equipment or resources to access and/or use dating web resources, personal social media, or games of any type.

p) Any unauthorized access to District equipment or resources, including: using keys or key cards; using or disclosing the username or password of another person or employee to gain access to his or her email or other electronic resources; or making District equipment or resources available to others who would otherwise have no authorized access.

q) Using District equipment or resources to speak on the District's behalf without authorization.

r) Interfering with any District security measures.

Additional Security Measures

Employees are responsible for the following:

a) Maintaining the security of District equipment and resources under their control. This includes, but is not limited to, locking District vehicles, securing District PC's, PDA's, smart phones, laptops, and workstations with a password, keeping all passwords secure, logging off when a device is unattended, and not providing access to District information systems either deliberately or through failure to secure system access.

b) Promptly reporting any security breaches or theft of District equipment or resources to their supervisor.

2304 DISTRICT EMAIL ADDRESSES

The District's email system is an official communication tool for District business.

The District establishes and assigns official email addresses to each employee as the District deems necessary. Employees must send all District communications that are sent via email to and from his or her official District email address.

Employees are prohibited from using their private email address (such as Gmail, yahoo, MSN/Hotmail, etc.) when communicating District business via email.

Should an email related to District business be sent to an employee's personal email account, the email should be immediately forwarded to the employee's District email account and responded to accordingly.

1) Incidental Personal Use

Employees may use District telephones, cell phones, internet access, and email for incidental personal communications provided that the use:

a) Is kept to a minimum and limited to break times or non-working hours;

b) Does not interfere or conflict with District operations or the work performance of any District employees;

c) Allows the employee to more efficiently perform District work;

d) is not abusive, illegal, inappropriate, or prohibited by this Policy (for example, no social media use, no electronic dating, no gaming); and

e) Clearly indicates it is for personal use and does not indicate or imply City sponsorship or endorsement.

2305 USE OF DISTRICT VEHICLES

Due to the need for designated District personnel to respond to emergencies as soon as possible and be available to the public on a 24-hour basis, the General Manager, Assistant General Manager, Public Outreach and Government Affairs Manager, Director of Operations, Director of Engineering, field supervisors, shift operator, and on-call employees shall be assigned a District vehicle to be used for commuting from home to work and from work to home.

The use of a District vehicle for this purpose is a benefit to the District, not the employee; however, per IRS regulations the use of the vehicle for commuting must be calculated as a taxable benefit.

Use of District vehicles for personal use is generally prohibited. However, the District recognizes that the District Vehicle may be used by the standby personnel on occasion for personal errands within the response time area.

Employees are expected to adhere to all traffic and safety laws while operating a District owned vehicle. Employees who are involved in a travel accident or whom incur any vehicle damage while operating a District owned vehicle must promptly report the incident to their immediate supervisor.

Failure to comply shall subject the employee to disciplinary action and/or termination.

2306 PERSONAL USE OF EQUIPMENT AND TOOLS

District-owned equipment and tools shall not be used for personal use.

2307 CELL PHONE USE WHILE DRIVING

In the interest of the safety of our employees and other drivers, the District employees are prohibited from using cell phones, including text messaging, while driving or operating District vehicles or equipment and while driving or operating personal vehicles or equipment while on District business and/or District time.

If your job requires that you keep your District issued cell phone turned on while you are driving, you must use a hands-free device or safely pull off the road before conducting District business. Under no circumstances should employees place phone calls or text message while driving or operating equipment or a motor vehicle while on District business and/or District time.

Personal Cell Phone Use

Field personnel will use the District two-way radios to conduct daily business. In emergency situations, cell phones may be utilized for communication purposes.

2308 ELECTRONIC TRACKING TECHNOLOGY

Employees of the District may, in the course of employment, be required to drive and/or ride in an agency-owned or leased vehicle equipped with Electronic Tracking Technology.

Electronic Tracking Technology means a technological method or system used to observe, monitor, or collect information, including telematics, Global Positioning System (GPS), wireless technology, or location-based technologies.

Electronic Tracking Technology may include event data recorders (EDR), sensing and diagnostic modules (SDM), or other systems that are used for the purpose of identifying, diagnosing, or monitoring functions related to the potential need to repair, service, or perform maintenance on the District vehicle and/or to capture safety systems-related data for retrieval after a collision or similar incident has occurred.

Electronic Tracking Technology is intended to allow the District to monitor location, elevation, and velocity of its vehicles.

Electronic Tracking Technology use for public safety greatly enhances job performance, personnel safety, situational awareness, and may provide assistance in time critical scenarios.

Electronic Tracking Technology in District-vehicles may also be used to for other business-related purposes, including, but not limited to, measuring productivity, locating stolen vehicles, providing aid to vehicles that break down, increasing employee safety, managing agency resources effectively, or ensuring that employees are following their routes or assignments.

The District may use Electronic Tracking Technology at the agency's sole discretion.

Utilized for Disciplinary Investigations

The District may utilize Electronic Technology to initiate a disciplinary investigation or discipline of its employees pertaining to the misuse or abuse of their vehicles, inappropriate use of time, speeding or other misconduct. Thus, the documents provided by the Electronic Tracking Technology, if any, could be part of a personnel file and subject to protections afforded the same.

The California Public Records Act may require that the District disclose specified public records. In response to requests for such disclosure, it may be necessary to examine Electronic Tracking Technology records to determine whether they are public records that are subject to disclosure. Additionally, the agency may be required to produce information obtained from Electronic Tracking Technology pursuant to a court order, subpoena, or statute.

Employees are prohibited from altering or attempting to alter or disable electronic Tracking Technology in the District's vehicles.

2309 VIDEO SURVEILLANCE POLICY

a. Purpose:

The District is committed to public safety, crime prevention and stewardship of publicly owned assets.

Where warranted, WVWD may use video surveillance systems in or on WVWD-owned or -operated buildings/sites to increase situational awareness in the event of public safety incidents and in the investigation of criminal activity where appropriate, including theft, vandalism and property crimes.

This policy provides guidance for the placement and monitoring of department video surveillance, as well as the storage and release of the captured images to regulate the use of the video surveillance used to observe and record public areas for the purpose of safety and security. Adoption of this policy will ensure that all video surveillance cameras are used in a manner that protects the legal rights and privacy interests of District employees and the community at large.

WVWD shall maintain control of, and responsibility for, its video surveillance at all times. The existence of this policy does not imply or guarantee the cameras will be monitored in real time.

b. Applicability:

Monitoring of video surveillance systems will be conducted in a professional, ethical and legal manner. The District and its employees shall comply with all federal, state and WVWD laws, rules and regulations regarding privacy and the use of the video surveillance systems .

This policy applies to all WVWD employees or other personnel authorized to operate and utilize the District's video surveillance systems, and they shall be familiar with the laws, policies, and procedures regarding its use. The use of video surveillance systems for monitoring or recording must be conducted in a manner consistent with this policy, and all other District administrative policies and procedures. Unauthorized use of the District's video surveillance systems may result in disciplinary action.

c. Procedure:

Surveillance Equipment Placement

- Strategic location, placement and direction of cameras will be based on coordination/consultation with a surveillance professional.

- The Director of Operations, Chief Water Systems Operator – Distribution, Chief Water System Operator – Production, HR/RM and IT will work with staff for proper camera equipment selection, installation, and review of specific camera locations to ensure that the perimeter of view of the cameras conforms to this policy, and will make recommendations to the General Manager, or designee.

- Surveillance cameras may be placed in strategic locations throughout the WVWD facilities with the approval from the General Manager, or designee.

- All camera installations are subject to federal and state laws.

- Placement of cameras for video surveillance may include, but is not limited to:

    - All WVWD owned property, including but not limited to; buildings, parks, trails, well sites and parking lots.

    - In conjunction with the placement of a kiosk.

    - Temporary cameras for special events.

    - Other areas deemed appropriate by Law Enforcement.

Signage:

All public areas that are monitored by WVWD video surveillance will be marked in a conspicuous manner with appropriate signs to inform the public that the area is under surveillance. Signs shall be well lit to ensure visibility. Signage will state the following or similar wording: "THIS AREA IS SUBJECT TO VIDEO SURVEILLANCE BY THE WEST VALLEY WATER DISTRICT." In addition, such signage will provide a telephone number that individuals may call for further information.

Monitoring

- By default, images from each camera will be recorded on a 24-hour basis every day of the week. In the event that a site is determined by the General Manager, or designee, to best served by motion activated cameras, images at the specified location will be recorded as triggered by the motion system. When activity warranting further investigation is reported or detected at any camera location, the General Manager, or designee, may selectively view the appropriate camera and relay any available information to Law Enforcement, subject to a lawful request, compliance with applicable law, and relevant privacy protections. The General Manager, or designee, is authorized to adjust the cameras to other public vantage points to more effectively view a particular area for any legitimate public safety purpose.

- The video surveillance only records images and do not record sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high value or high threat areas. In addition, the video surveillance may be useful for the following purposes:

a) To assist in identifying, apprehending and prosecuting offenders.

b) Assist in gathering evidence for criminal and civil court actions.

c) Help emergency services personnel maintain public order.

d) Help improve the general environment.

e) Assist in providing effective public services.

Surveillance monitoring will be conducted in a professional, ethical and legal manner. The surveillance cameras will not be used to invade the privacy of individuals or to look into areas where a reasonable expectation of privacy exists. All reasonable efforts will be taken to protect these rights. Surveillance monitoring shall not be used to harass, intimidate, or discriminate against any individual or group, including surveilling citizens based solely on race, gender, ethnicity, sexual orientation, disability, or any other classifications protected by ordinance or statute.

- Copying, duplicating and/or retransmission of live or recorded video shall be limited to the General Manager, or designee.

- No unauthorized personnel, staff or member of the public is allowed to view of record camera data without District's permission (for example, no use of cellular phone or device to record from District's monitor).

Review or Release of Video Images

- The review or the release of video images shall be done only with the authorization of the General Manager, or designee, in consultation with legal counsel.

- Video images needed for a criminal investigation, or other official reason, shall be collected and released to Law Enforcement subject to a lawful request, compliance with applicable law, and relevant privacy protections.

- Requests for recorded video images from other government agencies, or by a submission of a court order or subpoena, shall be promptly submitted to the General Manager, or designee, and submit results to the requesting agency. Every reasonable effort should be made to preserve data requested.

- Video images captured that are requested will be made available only to the extent required by law. Except as required by a valid court order or other lawful process, video images requested under the Public Records Act will not be disclosed to the public when such video images are evidence in an ongoing criminal investigation.

- Legal Counsel will be consulted on all Public Records Act requests prior to the release of any video images.

d. <u>Roles & Responsibilities:</u>

The consistent and appropriate implementation of this policy is incumbent upon the coordinated actions of various members of the WVWD team. The following serves as a guideline for various roles and responsibilities. In the event that issues or concerns are identified with this policy or the system, it is expected that information will be immediately brought to the attention of the General Manager.

Authorized WVWD Video Operators

- Be trained in the technical, legal, and ethical parameters of appropriate use of video surveillance systems.
- Guarantee that video surveillance systems are not used to invade the privacy of individuals or to harass, intimidate or discriminate against any individual or group.
- Agree to monitor video surveillance footage based on suspicious behavior and not individual characteristics.
- Guarantee not to view private rooms or areas through windows.
- Not tamper with or otherwise alter any part of video surveillance system footage (which may open the WVWD Video Operator up to possible criminal charges).
- Not release, store or delete video surveillance system footage without express acknowledgement pursuant to this policy.
- Receive a copy of this policy and provide written acknowledgement that they have read and understood its contents.

Information Technology

- Monitor system alarms that are generated through digital camera systems.
- Report any alarms or adverse conditions to the appropriate Operations staff.
- Conduct a quarterly audit of surveillance equipment and video storage to ensure that data is being effectively viewed and stored in compliance with this policy.
- Responsible for the overall operation of the surveillance system (including water and facility sites).
- Ensures that all cameras are functional, properly aimed, and recording by conducting a system check of these assets on a weekly basis. This check will be logged for future reference if needed.

- Immediately report any issues with the surveillance system to the Facilities Maintenance Technician and submit the appropriate work order for repair/replacement on a timely basis such that the repairs can be made. In addition, IT staff shall immediately notify the Manager overseeing the affected camera asset of the issue and plan for repair.

- Develop/update training materials that will be presented to all camera system users on an annual basis. This training will consist of operational, technical, ethical, and legal requirements associated with system use and operation and in accordance with the language of this policy.

- Monitor new developments in the relevant law and in security industry practices to ensure that video surveillance systems operated within the District are consistent with the highest standards and protections and are compliant with all federal, state and local laws.

Operations

- General camera system users must comply with this policy and the training materials referenced above.

Facilities Management

- Any issues or damage with surveillance system equipment should be immediately assessed and addressed as quickly as possible with IT. Repair or replacement must be initiated within 1-week and status must be communicated to IT and the Manager overseeing the affected camera asset area.

- Take leadership role in helping WVWD staff plan and install surveillance equipment within the District.

e. <u>Recording Access</u>

Recorded information captured by video surveillance systems shall be indexed in such a way as to permit retrieval by date and time. Requests for access to recorded information must be made through the Director of General Services, stating the location(s) and time frame requested. All persons having access to recordings shall receive training and unique user identification in order to access recordings. Stored images shall only be accessed and retrieved by authorized system users. Information that will be used for evidentiary purposes shall be maintained and secured as evidence in accordance with policies and procedures for evidence.

f. <u>Video Retention</u>

The Director of General Services must keep a log of all video surveillance systems that includes each camera's activation date, dates representing the video surveillance system's rotation cycle and dates of routine footage destruction. In addition, the Director of General Services must also

maintain an access log for all instances of access to, or use of, video surveillance system records. This log shall include the date, time, and identification of the person or persons to whom access was granted, as well as a summary of the reason for which access was necessary. All logs will be made available upon request pursuant to the provisions of the California Public Records Act. (Cal. Gov. Code § 6250 *et seq*.).

g. <u>Additional Information:</u>

- The Human Resources and Risk Manager will review any complaints regarding the utilization of video surveillance and determine whether this policy is being followed and render a decision on the complaint. An appeal of the Division Director's decision may be taken to the General Manager or designee who will render a decision that will be final, in the General Manager's sole discretion.

- This policy does not address the use of the following:

    - Webcams for general use by WVWD staff.

Video equipment for recording of public performances or events, interviews or other use for broadcast or educational purposes

SECTION 2400 FITNESS FOR DUTY EXAMINATIONS

2401 APPLICANTS

After a conditional offer of employment has been extended to an applicant, the District may require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification.

An applicant or employee who is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

1) Current Employee

Human Resources may require an employee to submit to a fitness for duty examination to determine if there are concerns that an employee may not be able to perform the essential functions of his or her job when there is significant evidence that:

a) The employee's ability to perform one or more essential functions of his or her job has declined; or

b) Could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

2402 ROLE OF HEALTH CARE PROVIDER

The District may request the applicant's or the employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request a District-selected health care provider to do so at the District's expense.

The District will allow an employee paid time off to attend the exam. The District will provide the heath care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job.

The examination will be limited to determining whether the applicant or employee can perform the essential functions of his/her position and any work restrictions and/or functional limitations that apply to the applicant or employee.

The health care provider will examine the employee and provide the District with non-confidential information regarding whether:

a) The applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act (DFEH);

b) The applicant or employee is fit to perform essential job functions;

c) Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;

d) There are any reasonable accommodations that would enable the employee to perform essential job functions; and

e) The employee's continued employment poses a threat to the health and safety of him or herself or others.

Should the health care provider exceed the scope of the District's request and provide confidential health information, without valid consent of the applicant or employee, the District will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the District has requested.

1) Authorization for Use of Medical Information

During the course of a fitness for duty examination, the District will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

2) Medical Information from the Employee or Applicant

If an employee or applicant submits medical information to the District from his or her own health care provider, the Human Resources & Risk Manager will not forward that information on to the health care provider who conducted the examination for the District, without the employee or applicant's written authorization.

Upon receipt of the written authorization, the Human Resources & Risk Manager will request the District-paid health care provider to determine whether the information alters the original fitness for duty assessment.

2403 ACCESS TO MEDICAL INFORMATION REGARDING FITNESS FOR DUTY

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information.

Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the Human Resources & Risk Manager & Risk Management, the District's legal counsel, first aid and safety personnel in case of emergency, and department heads and supervisors who are responsible for identifying reasonable accommodations.

Medical records and information contained therein may be released pursuant to state and federal law.

SECTION 2500 WHISTLEBLOWER PROTECTION

The District prohibits all the following:

a) Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;

b) Preventing an employee from disclosing information to a government agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;

c) Retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation; and

d) Retaliating against an employee because the employee's family member has or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

2501 POLICY COVERAGE

This Policy governs and protects District officials, officers, employees, temporary employees, and applicants for employment.

1) Definitions

Protected Activity includes any of the following:

- Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates state or federal law or a violation or noncompliance with a local, state, or federal rule or regulation.

- Participating in or cooperating in good faith with a local, federal, or state enforcement agency that is conducting an investigation into alleged unlawful activity.

- Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity.

- Associating with another covered individual who is engaged in any of the protected activities enumerated here.

- Making or filing in good faith and with reasonable cause an internal complaint with the District regarding alleged unlawful activity.

- Providing informal notice to the District regarding alleged unlawful activity.

- Calling a governmental agency's "Whistleblower hotline" in good faith.

- Filing a written complaint under penalty of perjury that the District has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety.

- Refusing to participate in any activity that the employee reasonably believes would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation.

"Adverse Action" may include, but is not limited to, any of the following:

- Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity.
- Refusing to hire an individual because of actual or potential protected activity.
- Denying promotion to an individual because of actual or potential protected activity.
- Taking any form of disciplinary action because of actual or potential protected activity.
- Extending a probationary period because of actual or potential protected activity.
- Altering work schedules or work assignments because of actual or potential protected activity.

- Condoning hostility and criticism of co-workers and third parties because of actual or protected activity.

- Spreading rumors about a person because of that person's actual or perceived protected activity.

- Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

2502 COMPLAINT PROCEDURE

An applicant, employee, or temporary employee who feels he or she has been retaliated against in violation of this Policy should immediately report the conduct according to the complaint procedure in the District's Policy against Discrimination, Harassment or Retaliation so that the complaint can be resolved fairly and quickly.

Supervisors and Directors have the same responsibilities as defined in the Policy against Discrimination, Harassment or Retaliation.

2503 OPEN AND TRANSPARENT:

This Policy is designed to provide the agency with the opportunity to promptly address and remedy retaliation against actual or perceived whistleblowers.

It is our policy to always be as open and transparent as possible in response to complaints of-whistleblowing. The goal is always to comply with the law, and promptly correct any failures to do so. History shows that the cover up is always worse than the original failure of compliance.

SECTION 2600 REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS

To carry out the District's commitment to providing equal opportunity for all applicants and employees, the District will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy.

Absent undue hardship or direct threats to the health and safety of employee(s), the District provides employment-related reasonable accommodations to:

- Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
- Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider; and
- Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
- Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

Based on the particular facts of each case, the District shall determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. These determinations will be analyzed on an individualized basis.

The District will consider the preference of the employee or applicant but has the right to select and implement any accommodation that it deems effective.

2601 WHEN TO INITIATE THE INTERACTIVE PROCESS

The District will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, the District will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the District's designated representative(s), and, if necessary, the employee or applicant's health care provider. The District will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of reasonable accommodation(s) to provide. The District will not provide an accommodation that would impose an undue hardship upon the District or that is not required by law. The District will inform the employee or applicant of any decisions made under this section in writing.

The District will initiate the interactive process when:

- An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or The District otherwise becomes aware of the

need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or

- The District becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; orAn employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or

- An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or

- An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work; or

- An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or

- The District is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices.

1) Interactive Communication

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Human Resources Department will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and his or her designated representative, (if any).

The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations.

The employee conducting the interactive process will document these communications in writing.

2602 POTENTIAL ACCOMMODATIONS FOR APPLICANTS OR EMPLOYEES WITH DISABILITIES AND/OR FOR RELIGIOUS REASONS

The District will provide reasonable accommodations for applicants and employees with disabilities in accordance with the Americans with Disabilities Act (the "ADA") and California law, and for applicants and employees based on their sincerely-held religious beliefs, practices, or observance under state and federal law.

An applicant or employee who seeks a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Department. The request must identify (a) the job-related functions at issue; and (b) the desired accommodation(s). Following receipt of the request, the Human Resources Department, or their designee, may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform their essential functions (or the applicant's ability to perform the essential functions of a desired position), but will not require disclosure of diagnosis or genetic history.

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain his or her current job.

The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others.

The District will consider accommodations that the applicant or employee suggests but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to:

- Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, and/or the provision of qualified readers or interpreters;

- Job restructuring;

- Part-time or modified work schedules;

- Paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave;

- Preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system;

- Reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or

- Reassignment to a temporary position, if the individual agrees.

2603 POTENTIAL ACCOMMODATIONS FOR EMPLOYEES AFFECTED BY PREGNANCY AND RELATED MEDICAL CONDITIONS

The District will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable. Such accommodations may consist of:

- Modified work duties or a modified schedule to permit earlier or later hours or more frequent breaks; stools, chairs or other furniture; modified or acquired equipment or devices; reduced work hours; or other accommodations,

- Temporary transfers to a less strenuous or less hazardous position, if such transfer can be reasonably accommodated, or

- A "Pregnancy-Related Disability Leave" if the employee is disabled by pregnancy, as described in the District's leave of absence policy.

- Providing more frequent breaks;

- Providing seating;

- Time off for medical appointments;

- Transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. (However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four-month pregnancy disability leave entitlement.)

Employees seeking a pregnancy-related accommodation, including transfer under this policy, should notify the District's Human Resources Department. This notice must be timely and be provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy or her coworkers).

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee.

Whether an accommodation is reasonable is a case-by-case analysis that considers several factors, including, but not limited to the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices.

2604 LACTATION POLICY

The District will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk.

The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid, or the employee may choose to use accrued leave. However, if the employee performs any work during such break, she must accurately record all time worked and the District will compensate her for such time.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The District will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- Be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The District will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area. In the event that more than one employee needs use of the lactation room, the District will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space or creating a schedule for such use.

a) Requesting Lactation Accommodation

An employee may make a request for lactation accommodation, either orally or in writing, with their supervisor and the Human Resources Department.

Following receipt of a request for lactation accommodation, the District will provide a timely written response to the employee in which the District will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee who does not believe that the District is providing an appropriate lactation accommodation should immediately inform the Human Resources Department.

An employee who does not believe that the District is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

If the District cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to the District's Human Resources Department that describes the nature of the change that is requested.

b) Storage of Expressed Milk

Any employee storing expressed milk in any authorized refrigerated area within the District shall clearly label it as such.

The District prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to the Human Resources Department. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

2605 POTENTIAL ACCOMMODATIONS FOR EMPLOYEE-VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

The District will also provide reasonable accommodations for an employee who is the victim of domestic violence, stalking or sexual assault if: (i) the employee has disclosed that status to the District, and (ii) the employee requests an accommodation for the employee's safety while at work. Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the District will consider the exigent circumstance or danger facing the employee.

The District will consider the preferences of the employee to be accommodated but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to:

- Transfer, reassignment, modified schedule;
- Change in work telephone number;
- Change in location of workstation;
- Installation of locks;
- Assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace;
- The implementation of a safety procedure(s);
- Adjustment to job structure, workplace facility, or work requirement; and
- Referral to a victim assistance organization.

2606 POTENTIAL ACCOMMODATIONS FOR RELIGIOUS CREED, RELIGIOUS DRESS PRACTICE, OR RELIGIOUS GROOMING PRACTICE

Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement.

The District will consider the preference of the employee or applicant but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to:

- Job restructuring or job reassignment (but not segregation from other employees or the public);
- Modification of work practices, including dress or grooming standards;
- Allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with his or her religious observances;

2607 DETERMINATION

After the interactive process communications, the Human Resources Department will review the information received, and determine:

1) whether all available information has been reviewed;

2) whether all potential accommodations that the applicant or employee has suggested have been considered;

3) whether additional discussions with the applicant or employee would be helpful;

4) whether the applicant's or employee's preferences have been considered;

5) if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming him or herself or others; and

6) if the accommodations would pose an undue hardship on District finances or operations.

The Human Resources Department will inform the applicant or employee of his or her determination in writing. They will use his or her discretion based upon the particular facts of each case.

1) Supporting Documentation or Certification

a) Reasonable Medical Documentation of Disability

If the disability or the need for reasonable accommodation is not obvious, the District may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the agency will:

1. explain the insufficiency;

2. allow the employee or applicant to supplement the documentation; and

3. pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

b) Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the District will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation.

A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

c) Certification of Victim Status

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:

1. A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and

2. A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

d) Accommodations for Sincerely Held Religious Beliefs and Observance

An employee who is requesting accommodation for a sincerely held religious belief or observance need not provide certification, however, if the District has an objective basis for questioning either the religious nature or sincerity of a particular belief or practice, the District may seek additional information. "Objective basis" means a reasonably good faith belief based on facts.

SECTION 2700 POLITICAL ACTIVITIES POLICY

The policy provides guidelines for District officers and employees regarding participation in political activities.

2701 APPLICABILITY

This policy applies to all District officers and employees.

2702 POLICY

The political activities of District officers and employees are restricted by certain State and Federal laws. District officers and employees shall obey all applicable laws.

District officers and employees are prohibited from the following:

1) engaging in political activities of any kind while on duty for the District or during work hours;

2) engaging in political activities of any kind while wearing a District uniform or other District issued clothing

3) engaging in political activities of any kind while on District premises;

4) soliciting or receiving political funds or contributions to promote the passage or defeat of any ballot measure that would affect working conditions during the working hours of its officers and employees, or in District offices; or

5) directly or indirectly soliciting political contributions from other officers or employees of the District unless the solicitation is part of a solicitation made to a significant segment of the public which may incidentally include officers from and employees of the District.

Nothing stated herein shall be construed as limiting any District Officer's or employee's right to vote, or freedom of reasonable expression or right of association, nor the exercise of any rights protected by the Constitution of the United States of America and the State of California.

SECTION 2800 STANDARD OF CONDUCT

2801 RESPECTFUL WORKPLACE POLICY

The District is committed to fostering a workplace culture that promotes mutual respect, professionalism, and inclusivity so that all employees feel valued and respected. This policy outlines expectations for respectful behavior and provides guidance on addressing and resolving disrespectful conduct.

As set forth in the District's Policy Against Harassment, Discrimination, and Retaliation, all individuals at the District are entitled to work in an environment that is free from harassment, discrimination, bullying, and any form of disrespectful behavior. The District values diversity, inclusion, and open communication, and expects all individuals to conduct themselves in a professional and courteous manner.

The District endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on common sense and fair play. All employees are expected to act with good common sense and in a business-like manner.

Because everyone may not have the same idea about proper workplace conduct, it is necessary to adopt and enforce rules all can follow. The following are examples of some but not all conduct which may subject the offender to disciplinary action, up to and including discharge, in the District's sole discretion:

a. Obtaining employment on the basis of false or misleading information;
b. Stealing, removing or defacing District, client or co-worker's property;
c. Violation of the Harassment Policies;
d. Violation of the Policy Against Drugs and Alcohol in the Workplace;
e. Violation of the Workplace Violence Prevention Plan;
f. Violation of the Anti-Bullying Policy;
g. Violation of the Attendance Policy;
h. Putting false information on time cards;
i. Leaving premises for personal time while still clocked in;
j. Loitering or loafing during work time, or leaving a work area without the permission of management;
k. Gambling on District property;
l. Willful or careless destruction or damage to District assets or to the equipment or possessions of another employee;
m. Performing work of a personal nature during working time;
n. Fighting or threatening violence in the workplace;
o. Using excessively abusive, threatening or obscene language;
p. Sabotaging another employee's work;
q. Making malicious, false and harmful statements about other employees;
r. Publicly disclosing another employee's private information;
s. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
t. Falsifying company records or reports, including one's time records or the time records of another employee;
u. Any other violation of District policy.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

Nothing in this policy is intended to, nor should be construed to limit or interfere with employee rights as set forth under all applicable provisions of the National Labor Relations Act, including Section 7 and 8(a)(1) rights to organize and engage in protected, concerted activities regarding the terms and conditions of employment.

2802 CONSENSUAL RELATIONSHIP POLICY

The District strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment.

Individuals in supervisory or managerial roles and those with authority over others' terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions.

Definitions:

A "personal relationship" is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

Notification:

If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the department director or manager. To maintain transparency, professionalism, and compliance with workplace policies, employees engaged in a consensual relationship are required to disclose their relationship status to Human Resources and complete a Consensual Relationship Agreement, attached as Appendix A to this handbook. Failure to inform Human Resources of an actual or potential conflict of interest arising from employees who engage in a personal relationship may subject one or both employees to discipline, up to and including termination.

Policy:

The District reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect the terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, the District will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing,

promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer of one or both parties to other positions or departments. If one or both parties refuse to accept a reasonable solution, such refusal will be deemed a voluntary resignation.

In cases where employees are engaged in a consensual relationship and no conflict exists, the following expectations apply:

- During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
- During nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
- Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on District premises, whether during working hours or not.
- Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the District's disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
- Failure to cooperate with the District to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.
- Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.

Any concerns about the administration of this policy should be addressed to Human Resources.

Acknowledgement of Receipt of Employee Personnel Policies and Procedures

Employee Name (Printed):_____

I acknowledge that I have received a copy of the *West Valley Water District* ("District") Personnel Policies and Procedures ("Manual"), (as issued in 2024). I have promptly read its contents, and I am responsible for knowing and adhering to the policies set forth in the Manual during my employment with the District.

I specifically acknowledge that I have read and understand the following policies: Equal Employment Opportunities, Meal and Rest Periods, Overtime, Sick Leave, Family & Medical Leave, Pregnancy Disability Leave, Drug & Alcohol Usage, Policy Against Discrimination, Harassment And Retaliation; Complaint Rights of Employment, Confidentiality, Electronic Communications, Internet Use, and Workplace Violence.

I acknowledge that I have read and understood the District's Video Surveillance Camera Policy. I consent to the use of surveillance cameras for the purposes outlined in the policy, including but not limited to ensuring safety, security, and adherence to organizational policies within the District. I understand that the surveillance cameras will be operated in compliance with applicable laws and regulations, and that recorded footage will be accessed only by authorized personnel for legitimate purposes as described in the policy. My signature below confirms my agreement to abide by the terms of the Surveillance Camera Policy.

The policies contained in the Manual are not intended to create any contractual rights or obligations, and the District reserves the right to amend, interpret, modify, or withdraw any portion of this Manual at any time.

I understand and agree that nothing in the Manual creates or is intended to create a promise or representation of continued employment. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment. This Manual supersedes all prior agreements, understandings, and representations concerning my employment. I understand that if I have questions regarding the Manual that I can discuss with my management team or the District's Human Resources department.

Signature _____ **Date _____**

APPENDIX A

CONSENSUAL RELATIONSHIP AGREEMENT

This Consensual Relationship Agreement ("Agreement") is entered into on _____ 2025, by _____ ("Party A") and _____ ("Party B") (Collectively, the "Employees"). Employees are currently employed by West Valley Water District, (hereinafter the "District").

1. EQUAL EMPLOYMENT OPPORTUNITY WORKPLACE. Employees acknowledge and agree that it is District policy to provide an equal opportunity in hiring, employment, promotion, compensation, and all other employment-related decisions and does not discriminate on the basis of race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, age (40 years and older), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning (or is perceived to be transitioning), sexual orientation, sex stereotyping, marital status, domestic partner status, military service and veteran status, physical and/or mental disability (including HIV and AIDS), legally protected medical condition or information (including genetic information,) protected medical leaves (requesting or approved), status as a victim of status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state or federal laws. Employees understand that the District does not tolerate unwelcome or offensive conduct or conduct that creates a hostile work environment that is in any way based on or related to a person having any of the characteristics described herein.

By signing this agreement, Employees agree they have received, read, and understand and will abide by the District's Equal Employment Opportunity policy.

2. PROHIBITION AGAINST ALL FORMS OF SEXUAL HARASSMENT. Employees also recognize and agree that the District strongly disapproves of and will not tolerate sexual harassment, a form of unlawful discrimination, discrimination or retaliation. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made, explicitly or implicitly, a condition of an individual's employment or advancement; (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such unreasonable conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Employees agree that they have received, read, understand, and abide by the District's Harassment policy.

3. ACKNOWLEDGMENT OF CONSENSUAL INTIMATE RELATIONSHIP. Employees acknowledge that, at least as of the date of this agreement, they have voluntarily and consensually entered into a personal and intimate relationship with each other. As such, Employees express confirm the following:

- They have read and understand the District's Consensual Relationship Policy, and agree to abide by its terms and conditions.
- Our relationship is entirely voluntary and consensual.
- Our relationship will not have a negative impact on our work.
- We will not engage in any public displays of affection or other behavior that might create a hostile work environment for others or that might make others uncomfortable.
- We understand that one or both of us may need to transfer to another department to remove any conflicts of interest in our working environment. We understand that the District will make such a decision without regard to any protected class characteristic and in compliance with the District's policies. To the extent the District cannot resolve the conflict of interest through transfer or reassignment, the District will inform both parties and discuss all available solutions.

- We will act professionally toward each other at all times, even after the relationship has ended.
- We will not participate in any District decision-making processes that could affect each other's pay, promotional opportunities, performance reviews, hours, shifts or career, while in this relationship and in the event that this relationship ends.
- We agree that, if the relationship ends, we will inform the District.
- We each agree that, if the relationship ends, we will respect the other person's decision to end the relationship and will not retaliate against the other person, engage in any unprofessional or inappropriate efforts to resume the relationship, or engage in any other conduct toward the other person that could violate the anti-harassment policy.

4. RELEASE OF CLAIMS RELATED TO RELATIONSHIP. Employees agree that the District is not obligated to inquire as to the exact nature of the relationship or whether and how Employees may interact with each other outside of open workspaces or outside of work hours. Employees adamantly assert any and all such interactions must be presumed to be voluntary and consensual, and Employees waive all right to grieve such conduct through District policies or to bring any claim on the basis of failure to prevent harassment, hostile work environment or any other claim that might arise related to such interactions. Employees voluntarily and irrevocably release District and its directors, officers, employees, fiduciaries, agents, successors, and assigns (collectively, "Released Parties") from and against any and all individual relief claims, obligations, debts, demands, judgments, or causes of action of any kind whatsoever, known or unknown, actual or contingent, whether brought at law, in equity or otherwise, based on tort, contract, statute, or on any other basis, which Employee has or may have against any of the Released Parties (collectively, "Claims"), which arise from or are related to Employees' relationship or the interactions between Party A and Party B. This release also includes all claims for equitable relief, actual, compensatory, consequential, punitive, special, multiple, or other damages, expenses (including without limitation attorneys' fees and court costs). This release includes, without limitation, any and all Claims Employees have or may have against the District or any other Released Party arising under any federal, state, local, or foreign statute, common or other law.

The parties agree that should any non-material provision of this Agreement be declared illegal or invalid by decision of any court of law or administrative agency, all other provisions of this Agreement shall nevertheless remain in full force and effect.

THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT AND ARE SIGNING VOLUNTARILY.

Date: _____ _____

[PARTY A - PRINT NAME]

Date: _____ _____

[PARTY B - PRINT NAME]

Date:_____ WEST VALLEY WATER DISTRICT

By:_____

John Thiel, General Manager

WEST VALLEY WATER DISTRICT
HUMAN RESOURCES PROCEDURES

APPROVAL DATE April 16, 2026	HR POLICY TITLE **PERSONNEL POLICIES & PROCEDURES**	POLICY NO. 001
VERSION # 2	APPROVED BY Board of Directors Resolution No. 2026-03	EFFECTIVE DATE
SUPERSEDES: Version #1		April 16, 2026

DEPARTMENT REVIEW						
Human Resources	**Finance**	**Administration**	**Engineering**	**Operations**	**Govt & Leg Affairs**	**I.T.**

VERSION HISTORY			
Version #	**Committee Reviews**	**Board Approval**	**Revisions**
1	**5/10/21 – HR Committee**	**5/20/21**	
2	**7/10/25 – Policy Committee 6/11/25 – Human Resources Committee**		**See attached table**
3	**8/13/2025 -Human Resources Committee 8/14/2025 Policy Committee**		**See attached table**
4	**2/12/2026 Human Resources Committee**		**See attached table**
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Summary of Policy Revisions 2026

Section #	Policy Title	New	Major	Minor	Legal Review
	Table of Contents			X	
102	Delegation of Authority		X		X
107	Categories of Employees/Non ees				X
201	Equal Employment Opportunity		X		X
202	Reporting on Staff Vacancies et. al.	X			X
203	Policy Against Discrimination		X		X
204	Equity and Inclusion	X	X		X
3b	Anonymous Reporting		X		X
301	Job Announcements			X	X
303 f)	Selection Process		X		X
304. 1b	Probation			X	X
305	Anti Nepotism			X	X
306. 3	Temporary Reclassification			X	X
309	Cross Training and Employee Development Program			X	X
310	Open Door Policy			X	X
404	Educational Salary Advancements				X
406	Series Reclassification	X			X
500	Attendance		X		X
505	Accurate Time Reporting		X		X
601	Dress Code		X		X
603	Tattoos		X		X
604	Piercings		X		X
705. 1	On Call		X		X
705. 2	Call Backs		X		X
705. 3	On Call Employees		X		X
707 b-g	Compensatory Time Off		X		X
801	Look Back Measurement ACA		X		X
1003	Vacation Cash Out		X		X
1005	Management Leave		X		X
1104	Protected Leave		X		X
1300	Outside Employment		X		X

Section #	Policy Title	New	Major	Minor	Legal Review
1400	FMLA		X		X
1407. 5	Employee Benefits while on Leave		X		X
1501	Bereavement Leave		X		X
1502	Reproductive Leave		X		X
1503	Workers' Comp/Industrial Leave		X		X
1505	Paid Family Leave	X			X
1506	Military Leave/Spouse		X		X
1518	Alcohol and Drug Rehab Leave		X		X
1519	Kin Care		X		X
1602	Paid Administrative Leave		X		X
1804	Drug and Alcohol Testing		X		X
1901	Types of Counseling Reprimands		X		X
2000	Policy Against Violence		X		X
2305	Use of District Vehicles		X		X
2307	Cell Phone Use While Driving		X		X
2309	Video Surveillance Policy	X			X
2600	Reasonable Accommodations		X		X
2801	Respectful Workplace Policy	X			X
2802	Consensual Relationship	X			X

WEST VALLEY WATER DISTRICT
HUMAN RESOURCES PROCEDURES

APPROVAL DATE _____, 2026	HR POLICY TITLE **PERSONNEL POLICIES & PROCEDURES**	POLICY NO. 001
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203	Policy Against Discrimination		X		X
204	Equity and Inclusion	X	X		X
3b	Anonymous Reporting		X		X
301	Job Announcements			X	X
303 f)	Selection Process		X		X
304. 1b	Probation			X	X
305	Anti Nepotism			X	X
306. 3	Temporary Reclassification			X	X
309	Cross Training and Employee Development Program			X	X
310	Open Door Policy			X	X
404	Educational Salary Advancements				X
406	Series Reclassification	X			X
500	Attendance		X		X
505	Accurate Time Reporting		X		X
601	Dress Code		X		X
603	Tattoos		X		X
604	Piercings		X		X
705. 1	On Call		X		X
705. 2	Call Backs		X		X
705. 3	On Call Employees		X		X
707 b-g	Compensatory Time Off		X		X
801	Look Back Measurement ACA		X		X
1003	Vacation Cash Out		X		X
1005	Management Leave		X		X
1104	Protected Leave		X		X

Section #	Policy Title	New	Major	Minor	Legal Review
1300	Outside Employment		X		X
1400	FMLA		X		X
1407. 5	Employee Benefits while on Leave		X		X
1501	Bereavement Leave		X		X
1502	Reproductive Leave		X		X
1503	Workers' Comp/Industrial Leave		X		X
1505	Paid Family Leave	X			X
1506	Military Leave/Spouse		X		X
1518	Alcohol and Drug Rehab Leave		X		X
1519	Kin Care		X		X
1602	Paid Administrative Leave		X		X
1804	Drug and Alcohol Testing		X		X
1901	Types of Counseling Reprimands		X		X
2000	Policy Against Violence		X		X
2305	Use of District Vehicles		X		X
2307	Cell Phone Use While Driving		X		X
2309	Video Surveillance Policy	X			X
2600	Reasonable Accommodations		X		X
2801	Respectful Workplace Policy	X			X
2802	Consensual Relationship	X			X

204 INCLUSION AND DIVERSITY POLICY

Purpose

This policy outlines West Valley Water District's commitment to creating a workplace where all employees feel valued and respected and have equal access to opportunities. In addition to the District Policy #201 Equal Employment Opportunity, found above, this policy aims to foster an environment that celebrates diversity and promotes a strong sense of belonging.

The District values inclusion to ensure that every employee is given the necessary support and tools to achieve their performance goals and perform at their highest levels. An inclusive culture provides equal access to opportunities and skills development, and it does not give special advantages to one person or group over another.

The District strives for a culture where employees are able to not only share individual perspectives and ideas but are also encouraged to do so and are recognized for their contributions. At the District, our hiring process is merit-based, and we are steadfast in our efforts to attract talented individuals from diverse backgrounds.

Scope

This policy applies to all employees, contractors, and stakeholders associated with the District. It provides guidelines for behavior and practices that support inclusion at all levels, inside and outside our organization.

Policy Statement

The District is committed to fostering an inclusive culture that embraces diverse perspectives. We strive to eliminate barriers to participation and ensure there is access to opportunities and career growth for all employees.

The District's stance reflects the District's long-term commitment to equal employment opportunity for all, inclusion, diversity, belonging, and accessibility. The District deeply values all perspectives and actively encourage our teams to include members from a variety of backgrounds.

The District strives to create programs and processes that are unbiased and impartial to provide equal opportunities for all based on merit. The District aims for a culture where employees feel safe, valued, and respected and can engage in open communication, collaboration, and trust. This creates a workplace that works for all, leading to higher job satisfaction and productivity.

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

The District strives to cultivate an environment where every team member feels empowered to contribute fully and where diversity In all its forms is not only accepted but actively embraced.

Responsibilities

Leadership:

Leadership at the District will champion inclusion and diversity (I&D) and challenge teams to embed merit-based, skills-focused metrics for success in all we do. Leaders will also ensure consistency in approach across teams. Leaders will continuously assess outcomes to determine if our approach is driving business success and recalibrate strategies if it is not.

Managers:

Managers are expected to implement inclusive practices and ensure that employees of all levels have access to pathways for success and career growth opportunities. They are expected to evaluate performance using unbiased criteria such as skills and proficiencies, as well as ensure promotion pipelines are available to all employees who have the requisite qualifications.

Employees:

Engage in inclusive behavior, which means treating colleagues with respect, encouraging the representation of different employee perspectives, and contributing positively to the culture.

Hiring Practices

The District will work to recruit candidates from a broad range of backgrounds for open positions, write unbiased job descriptions, and offer equal access to development opportunities. The District will implement blind hiring and utilize technology such as unbiased artificial intelligence to ensure candidates are evaluated based on their merit and skills. It will not give preferential treatment to anyone, in line with state and federal anti-discrimination law, such as Title VII of the Civil Rights Act of 1964, except in limited instances when preferential treatment is required, such as by the Vietnam Era Veterans' Readjustment Assistance Act or Section 503 of the Rehabilitation Act.

Feedback

The District will establish mechanisms for gathering insights on inclusion practices and areas for improvement. We will recalibrate I&D policies and procedures, as well as overall business strategies, as needed to ensure inclusion is driving efficiency and other business goals.

Training

The District will offer training on I&D and unconscious bias for all employees.

Guardrails

The District will maintain detailed documentation of its employment practices and compliance efforts related to I&D programs.

The District will ensure both legal compliance and inclusivity in its policies and practices.

The District will establish a cross-functional taskforce to oversee compliance of I&D strategies, guide current and future decision-making, and monitor ongoing developments for legal compliance.

Review and Evaluation

This policy will be reviewed annually to ensure its effectiveness and relevance. Leadership and HR will make updates as needed to reflect the District's ongoing commitment to fostering an inclusive work environment and meeting our business objectives.

APPROVAL DATE _____, 2025	HR POLICY TITLE **ATTENDANCE**	POLICY NO. 001 - 500
VERSION # 2	APPROVED BY Board of Directors Resolution No. ####	EFFECTIVE DATE
SUPERSEDES: Version #1		

SECTION 500 ATTENDANCE

Employees showing up to work is very important in order for the District to be able to conduct its business. The following are the attendance guidelines and rules for all employees, including all exempt and non-exempt employees.

Please note that the following guidelines do not apply to time off of work that qualifies for the initial 40 hours, or 5 days, of accrued but unused available paid sick leave as provided by the District's Sick Leave Policy. Employees can in no way be disciplined, terminated, or retaliated against for use of their initial 40 hours, or 5 days, of accrued paid sick in each 12-month period, as defined in the District's Sick Leave Policy. Additionally, employees are not required to provide documentation supporting time off of work that qualifies under the initial 40 hours, or 5 days, of paid sick leave under the District's Sick Leave Policy, unless medical certification is required pursuant to another leave law.

501 ADVANCE REQUEST FOR PERMISSION TO DEVIATE FROM REGULAR WORK HOURS

A non-exempt employee is required to seek advance (at least one week) permission from his or her supervisor for any foreseeable absence or deviation from regular working, break, and mealtimes.

502 NOTIFICATION OF UNFORESEEN LATE ARRIVAL OR ABSENCE

A non-exempt employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than thirty (30) minutes after the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the department head.

503 UNAUTHORIZED ABSENCE IS PROHIBITED

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

APPROVAL DATE _____, 2025	HR POLICY TITLE **EMPLOYEE APPEARANCE AND DRESS**	POLICY NO. 001 - 600
VERSION # 2	APPROVED BY Board of Directors Resolution No. ####	EFFECTIVE DATE
SUPERSEDES: Version #1		

SECTION 600 EMPLOYEE APPEARANCE AND DRESS

These dress code, tattoo, and body piercing appearance standards are designed to promote the District's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

It is important that our District convey to the public, customers, and business associates the best possible image. This Section is intended to provide standards on dress and appearance and is not meant to address all situations. There may be differences depending on the nature of the work environment, nature of work performed, involvement with the public, required uniforms, or other circumstances identified in advance by the District. The standards in this Section apply when the employee has officially reported to work. Managers are responsible for enforcement of this Code among their employees.

601 DRESS CODE

Employees are required to dress appropriately for the jobs they are performing. The following dress code regulations shall apply to all District employees, unless otherwise stated:

a) All clothing and footwear must be neat, clean, in good repair, and appropriate for the work environment and functions performed. Loose clothing is not to be worn when operating equipment, as shown in the District's Safety and Injury Illness Prevention Program Manual.

b) Prescribed uniforms and safety equipment must be worn.

c) Hair must be neat, clean and well-groomed. The District will not consider traits that are commonly associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks, and twists, inappropriate under this Policy. However, the District may prohibit hairstyles based on a bona fide occupational qualification or applicable security regulations. Hair must be of a style and length to avoid coming into contact with moving equipment.

d) Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion. Beards and mustaches must be of style and length to avoid coming into contact with moving equipment.

e) Good personal hygiene is required.

f) Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.

g) No dress code can cover all contingencies so employees must use good judgment in their choice of clothing and shoes worn to work. Employees must use common sense. For example — If you would wear it to the beach or pool, it is not appropriate for the workplace.

Casual dress is every Friday, the week of Thanksgiving, the two weeks at Christmas and New Year's, and any other day as designated by the General Manager.

2) Additional Guidelines for Non-Field Employees

DO

- WVWD logo attire on designated casual days
- Blouses, sweaters, knit tops, and banded-collar shirts
- Collared polo shirts, Oxford button-down shirts, and golf/polo shirts
- Sport coats, blazers, suits (ties optional), and dresses
- Slacks, dress pants, khakis, chinos, twill pants, and corduroys
- Capri pants (professional style) and casual skirts/culottes/Bermudas (below the knee)
- Crewneck sweatshirts (neat and professional)
- Turtlenecks and sweaters
- Footwear such as loafers, dress shoes, flats, pumps, ankle/knee boots, dress sandals, or leather deck shoes
- Tights worn with skirts or dresses of acceptable length (no more than 2.5" above the knee)

CASUAL DAYS ONLY

- WVWD logo shirts or polos
- Jeans (neat, without rips or frays)
- Casual skirts, culottes, Bermudas (below the knee), and capri pants
- Casual footwear such as sneakers, casual boots, western boots, or sandals
- T-shirts or crewneck shirts that are plain or WVWD-branded
- Sports team or university shirts (appropriate and in good condition)

DON'Ts (no exceptions)

- Loungewear, sweatpants, running suits, shorts, or overalls
- Flip flops, slippers, or unsafe footwear
- Spandex pants, leggings, jeggings, or skin-tight clothing
- Short or tight skirts, mini-skirts (more than 2.5" above the knee)
- Spaghetti strap or strapless tops/dresses (e.g., beachwear)
- Velcro sandals (e.g., Tevas, Birkenstocks)
- Clothing with offensive words, logos, pictures, cartoons, or slogans
- Torn, ripped, frayed, or transparent clothing
- Clothing revealing cleavage, back, chest, stomach, or underwear
- Hoodie-type sweatshirts

3) Additional Guidelines for Field Employees

a) Clothing

The District supplies all field personnel with uniforms. Any field employee not wearing a complete uniform while performing District functions is subject to disciplinary action.

Uniforms are not to be worn for personal use. Each employee who is required to wear a uniform will be issued the necessary amount of uniforms.

b) Field employees shall wear their uniforms on casual days.

The District shall determine the uniform to be worn by the uniformed supervisors and shall be as follows: white one-pocket dress shirts (short or long sleeved); blue chino-type pants; a District logo and name tag or a photo identification clipped to the shirt.

All other field employees who have routine customer contact in the field or off-premises shall wear a District issued uniform. The District uniform to be worn by field employees shall be as follows: blue button-down shirts or t-shirts (short or long sleeved); blue chino-type pants; a District logo and name tag or a photo identification clipped to the shirt.

Supervisors will ensure all their employees are wearing complete uniforms. Failure to wear a complete uniform may result in disciplinary action.

The District will replace torn, worn out, or damaged uniforms, as they occur during the normal course of the employee's workday, at no cost to the employee. However, lost or missing uniforms are the responsibility of the employee and the cost of replacing lost or missing uniforms will be billed to the employee.

Employees who are issued District uniform(s) are required to provide a refundable security deposit, which will be collected at the time the uniform is issued. Upon separation from the District an employee is required to return all uniforms. The security deposit will be fully refunded to the employee upon return of the uniform(s). If a uniform is lost, damaged beyond normal wear and tear, or not returned, the security deposit may be forfeited.

4) Compliance

If clothing fails to meet these standards as determined by the employee's director, supervisor or the Human Resources & Risk Manager, the employee may be sent home

to change clothes and will be required to use vacation or floater hours for time away from work.

If hours are not available, the time away from the office for non-exempt employees will be unpaid. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

If an employee has questions about how these standards apply to him or her, the matter should be immediately raised with his/her supervisor for consideration and determination.

602 FOOTWEAR

All field employees are required to wear steel-toed safety shoes or boots. The District will reimburse each field employee annually on or after the employee's hire date then on or after the employee's anniversary date; thereafter, for said shoes or boots upon proof of purchase.

The maximum reimbursement amount allowed for the purchase of acceptable shoes or boots and will be set per the Board of Directors (see Salary Schedule Exhibit A).

If an employee has questions about how these standards apply to him or her, the matter should be immediately raised with his/her supervisor for consideration and determination.

1002 APPROVAL FOR SCHEDULING VACATION TIME

Vacation leave may not be used until it is earned and vacation periods shall be taken annually with the approval of the employee's supervisor.

The scheduling of vacation time off will be based on the employee's preference and the District's operational needs.

Vacation leave shall be taken at such time as will not impair the work schedule or efficiency of the District.

Employees must provide as much notice as possible and provide two weeks' notice for vacation requests of one week or more.

1003 VACATION CASH OUT

Employees may cash out four (4) times during the year for a maximum of 160 hours of their accrued vacation/floater time, as long as they maintain a minimum of 80 hours of accrued vacation/floater time and they have used 40 hours of accrued vacation/floater time in the previous 12- month period.

The cash out increment can be any combination with a minimum of 20 hours and a maximum of 160 hours within the calendar year. The request needs to be submitted to the Human Resources Department.

1004 FLOATER HOURS

The employee is allowed a maximum of 80 floater hours. Once an employee's floater accrual allowance reaches the maximum allowed, the employee will no longer continue to accrue floater time until the floater hours are used or cashed out.

Once the accrued floater balance falls below the accrued maximum, the employee will begin to accrue floater time again, up to the maximum.

1005 MANAGEMENT LEAVE

Executive Management Staff may be granted 80 hours of Management Leave per fiscal year, with exception to the General Manager, Assistant General Manager, and Chief Financial Officer may be granted 120 hours of Management Leave.

Operation Department Supervisory staff* and the Senior Public Outreach & Government Affairs Representative may be granted 40 hours of Management Leave per fiscal year.

The amount of management leave hours granted will be prorated depending on the month when the employee is hired or promoted. Upon separation/termination of employment the amount of management leave hours will be prorated.

Executive/Management Staff includes the Public Outreach & Government Affairs Manager, Director of Engineering, Director of Operations, Human Resources & Risk Manager, Director of Technical Services, Finance Manager, Business Systems Manager, and Board Secretary.

*Operation Department Supervisors includes the Chief Water Systems Operator- Distribution and Meter Services, Chief Water Systems Operator – Production, Chief Water Systems Operator – Treatment and Water Quality Supervisor.

Management Leave Cash Out

Employees entitled to Management Leave shall have any unused remaining hours automatically cashed out at the end of the fiscal year during the month of June.

Management Leave will not be carried over into the next fiscal year. The cash out will be processed directly by Human Resources and Payroll, and no action is required by the employee.

STAFF REPORT

DATE: April 16, 2026

TO: Board of Directors

FROM: Paola Lara, Executive Assistant II

SUBJECT: Water Utility High School Internship Program

STRATEGIC GOAL:

Strategic Goal 3 - Develop and Grow Effective Communication and Advocacy Practices; Objective 3B - Present the District as a Proactive Community Partner; Objective 3D - Expand Educational Outreach Programs

MEETING HISTORY:

N/A

BACKGROUND:

West Valley Water District strives to be a great community partner. We currently have two programs in which we collaborate with our local schools to engage students: (1) The annual poster contest and (2) the annual scholarship contest. The Board of Directors have communicated to staff their desire to continue building relationships with our schools and school Districts, and create more programs that will educate the youth not only on water resources, conservation, and operations, but also about the great career opportunities that are available in the water industry.

DISCUSSION:

Staff has been developing an Introduction to the Water Utility High School Internship Program to be kicked off this Summer in July 2026. Our goal is to attract up to twelve (12) high school students from our local school districts, Rialto Unified School District, Colton Unified School District, and Fontana Unified School District, to join us for a paid two-week (two full days a week) summer internship program. The purpose of the program is to expose the students to different fields in the water industry such as: Water Treatment, Production, and Distribution, Engineering and Construction Management, Finance and Accounting, Public Outreach and Government Affairs, etc. Additionally, we will provide workshops to the students to help them as they prepare to enter the workforce such as resume writing and interviewing skills, as well as teaching them about what certifications and degrees are required for a career in water, so they can pursue those opportunities.

This proposed program has been a joint effort by Administration, Public Outreach and Government Affairs, and Human Resources. Due to the timing limitations to get the program implemented by this summer, the staff report was not formally presented to the External Affairs Committee or Human Resources Committee as it typically would have been. However, staff has been in communication with members of said committees to keep them informed as necessary about the project progression.

FISCAL IMPACT:

The projected program cost is $10,740. This includes the salary, $20/hour, personal protective equipment (boots), program t-shirts, and daily lunch for twelve (12) participants. The funds for this program will be budgeted for FY 26-27.

REQUESTED ACTION:

Staff recommends the Board of Directors to:

1. Approve the Introduction to the Water Utility High School Internship Program as proposed and;
2. Direct staff to continue outreach with the School Districts to attract participants, and begin preparations for the application/hiring process.

Attachments

Internship Flyer Draft

West Valley Water District

EDUCATION

West Valley Water District
High School Summer Internship Program

Introduction to the Water Utility

- Public Water Systems
- System Components
- Operations
- Water Resources
- Water Conservation

DRAFT

Internship Information

- Paid Opportunity: $20/hr
- Program Duration: Two-week summer program (7/06/26 - 7/16/26)
- Two days per week, 8 a.m. to 4 p.m.

Eligibility Requirements

- Must be a high school student enrolled in one of the following:
  - Rialto Unified School District
  - Colton Unified School District
  - Fontana Unified School District
- Must be at least 16 years of age

Explore Career Opportunities in the Water Field

Learn from Water Professionals about rewarding careers such as:

- Water Treatment, Production, and Distribution
- Engineering and Construction Management
- Finance and Accounting
- Public Outreach and Government Affairs
- Customer Service
- Information Technology / GIS

Application Deadline: May 22, 2026

For more information visit and application please scan QR code:

[QR CODE]

EDUCATION

Program Concepts

Industry Exploration

- Facility tours (treatment plants, control centers, labs)
- Career presentations from WVWD professionals
- Interactive Q&A panels with water professionals

Hands-On Activities

- Simulations of field operations and system management

DRAFT

Professional Development

- Resume and interview workshops
- Intro to workplace safety and compliance
- Industry guest speakers and mentorship opportunities

Certification Suppport

- Guidance and resources to prepare for water industry certification (e.g., D1/D2, water treatment/distribution)

Outcomes

- Increased student awareness of and interest in water industry careers
- Early exposure to certification pathways and technical skills
- Strengthened connection between WVWD and the local community
- Pipeline for developing a homegrown, qualified workforce

STAFF REPORT

DATE: April 16, 2026

TO: Board of Directors

FROM: Kara Johnson, Acting Board Secretary

SUBJECT: Approval for Director attendance at an Outside Meeting pursuant to Board of Directors Policies And Procedures Manual Section 18.2(b)(vii).

STRATEGIC GOAL:

Strategic Goal 3 - Develop and Grow Effective Communication and Advocacy Practices, Objective 3F. Increase Efficacy of Advocacy Efforts at the Local, State, and National Level

MEETING HISTORY:

N/A

BACKGROUND:

West Valley Water District sponsored AB 2568 (Johnson) which would amend the Water Code meeting compensation from 10 to 15 meetings a month. The Bill is scheduled to be heard in Local Government Committee on April 22, 2026 in Sacramento, CA.

DISCUSSION:

As the sponsor of the bill, it is recommended that a Board Member testify on behalf of the bill during a hearing on April 22nd. Director Young has been recommended to be the spokesperson on behalf of the District.

Per Board Policy section 18.2(b)(vii) if a Director wishes to attend an Outside Meeting of Conference the Director must receive prior approval from the full Board.

FISCAL IMPACT:

The fiscal impact of this trip will be approximately $500 which will include transportation and meals. Lodging will not be necessary.

REQUESTED ACTION:

Staff recommends to the Board of Directors to:

1. Approve Director Young's attendance at the Local Government Committee on April 22, 2026 in Sacramento, CA.