

Vallecitos Water District

Employee Handbook

Revised December 20, 2018

INTRODUCTION

Welcome! As an employee of Vallecitos Water District, you are an important member of our team. We hope that you will find your position here rewarding, challenging, and productive.

This Employee Handbook is intended to provide you with a general understanding of the District's human resources policies, benefits, and rules. It is intended to familiarize you with important information about the District as well as information regarding your own responsibilities. It is important that you read, understand, and follow the provisions of the Handbook. Although the Employee Handbook describes important policies, practices, and benefits, it is not intended to constitute a legal document which could create any expressed or implied contractual obligations. You will be notified in writing of any amendments and additions to these policies and procedures. Keep this handbook, additions and revisions on file for your reference. It is your responsibility to keep your Employee Handbook updated.

This Handbook cannot anticipate every situation or answer every question about employment. Additionally, circumstances will require that guidelines, practices, and benefits described in this Handbook change. Accordingly, the District reserves the right to modify, supplement, or rescind any provision of this Handbook from time to time, as it deems necessary. The Employee Handbook does not establish any rights or duties on the part of either the District or the employee.

The District is constantly striving to improve its operations, the services that it provides its customers and its relations with its employees. You are encouraged to bring suggestions for improvements to the attention of your supervisor, department manager, or the General Manager. Additionally, if you have any questions, you should contact your supervisor. By working together, the District believes that it will share with its employees a sincere pride in the work place and the services that they are here to provide.

TABLE OF CONTENTS

MISSION STATEMENT6
BOARD POLICY6
ORGANIZATIONAL RESPONSIBILITIES6

SECTION I - INTRODUCTION TO EMPLOYMENT

A. At-Will Employment7
B. Equal Employment Opportunity7
C. Reasonable Accommodation7
D. Nepotism7
E. Immigration Reform and Control Act8
F. California Driver’s License/Record8
G. Oath of Office and Disaster Service Workers8
H. Political Activity8
I. Conflict of Interest8

SECTION II – ON THE JOB

A. Public Relations9
B. Gifts9
C. Smoking9
D. Identification Cards9
E. Business Dress and Uniforms9
F. District Property10
G. Internet and Electronic Communications10
H. Vehicle Use10
I. District-Owned Cell Phones11

SECTION III - CODE OF CONDUCT

A. Standards of Conduct.....12
B. Discrimination and Harassment14
C. Workplace Violence14
D. Bullying14
E. Alcohol-Drug Free Workplace15
F. Safety15
G. Fitness-for-Duty15

SECTION IV - GENERAL WORKING CONDITIONS

A. Orientation and Training16
B. Introductory Period16
C. Performance Appraisals16
D. Work Schedules and Attendance16
E. Pay Periods/Pay Day17
F. Time Sheets/Leave Pay Records17
G. Employee Information Changes17
H. Access to Personnel Records17
I. Privacy of Protected Health Information18

SECTION V - COMPENSATION AND CLASSIFICATION

A. Job Descriptions19
B. Salary Schedule19
C. Cost-of-Living Salary Adjustment (COLA)19
D. Experience/Longevity Increase20
E. Merit Increase20
F. Promotion20
G. Upgrade20
H. Out-of-Class Pay20
I. Lateral Transfer21
J. Demotion21
K. Reclassification21
L. Overtime21
M. Compensatory Time Off22
N. Stand-By Duty22
O. Recovery/Recuperation Time23
P. Cellular Telephone Allowance23

SECTION VI - EMPLOYEE BENEFITS

A. Eligibility24
B. Medical Insurance24
C. Retiree Medical Insurance24
D. Dental and Vision Insurance25
E. Worker's Compensation25
F. State Disability Insurance (SDI)25
G. Long-Term Disability (LTD) Insurance25
H. Life/Accidental Death and Dismemberment Insurance26
I. Federal Social Security and Medicare26
J. California Public Employees Retirement26
K. Deferred Compensation26
L. Employee Assistance Program (EAP)27
M. Meetings, Seminars, and Conferences27
N. Tuition Reimbursement Program27
O. Certification Renewals and Exams27
P. Memberships28
Q. Computer Purchase Program28
R. Employee Fitness Center28
S. Employee Recognition28
T. Job Shadow Program29
U. Safety Footwear and Eyewear29

SECTION VII - PAID TIME OFF AND LEAVES OF ABSENCE

A. Vacation Leave30
B. Holidays30
C. Sick Leave31
D. Bereavement Leave32
E. Leave Without Pay32

F. Medical Leave Without Pay32
G. Family and Medical Leave33
H. Pregnancy Disability Leave (PDL)33
I. School Activity Leave33
J. Time Off to Vote33
K. Jury Duty or Witness Leave34
L. Military Leave34
M. Time Off for Victims of Violent Crimes, Domestic Abuse, or Stalking..... 34

SECTION VIII - EMPLOYER/EMPLOYEE RELATIONS

A. Meyers-Milias-Brown Act (MMBA).....35
B. Vallecitos Water District Employees Association35
C. Employee Relations Officer35
D. Meet and Confer35
E. Understanding and Agreement36
F. Closed Sessions36
G. Reasonable Time Off to Meet and Confer36
H. Defense of Public Employees36

SECTION IX - DISTRICT RIGHTS37

SECTION X - DISCIPLINE

A. Types of Discipline38
B. Corrective Actions38

SECTION XI - GRIEVANCE PROCEDURES39

SECTION XII - TERMINATION PROCEDURES

A. Written Notice and Severance Pay40
B. Employee’s Request for Reconsideration40
C. Conduct of the Hearing40
D. Waiver of Reconsideration41
E. Notice of Decision41
F. Petition to the District Board of Directors41

SUPPLEMENTS

1. Recruitment and Selection Policy
2. Internet and Electronic Communication Systems Policy
3. Discrimination and Harassment Policy
4. Workplace Violence Policy
5. Notice of Privacy Practices of Protected Health Information
6. Return to Work Program
7. Meetings, Seminars, and Conferences Attendance Policy
8. Tuition Reimbursement Program
9. Computer Purchase Program
10. Family and Medical Leave Policy
11. Employee Recognition Program

MISSION STATEMENT

The mission of Vallecitos Water District is to serve as water & wastewater specialists, providing exceptional and sustainable services.

The District will continue to provide exceptional and sustainable services by:

- Continuously improving the quality and efficiency of our operations and service by being proactive and innovative;
- Supporting and retaining highly trained staff that is knowledgeable, engaged, team oriented and responsive to the community and other agencies;
- Providing support for the good of the region to remain a respected and active industry partner, and;
- Providing continuous outreach and education to our customers on issues and topics that impact the services we provide and our role as water and wastewater specialists.

BOARD POLICY

The Board has established a set of employment guidelines and benefits and only upon formal action can it make changes. Rules and Regulations are considered essential to the orderly conduct of the District's business. Observance and understanding of these rules will enable harmonious work with a true cooperative spirit in maintaining safe and dependable service to the District's customers. The policies and procedures contained herein supersede any and all previously issued policies, procedures, rules, or instructions related to human resources management at Vallecitos Water District.

ORGANIZATIONAL RESPONSIBILITIES

The Vallecitos Water District Board of Directors is the governing body of the District.

The Board appoints the General Manager, an executive position with overall responsibility for District operations. The duties of the General Manager include: full charge and control of the maintenance, operation, and construction of the water and wastewater systems of the District; full power and authority to employ and discharge all employees at-will, prescribe the duties of employees, and fix and alter the compensation of employees subject to approval by the Board.

The Management positions of the District are defined as follows: General Manager, Assistant General Manager, Finance Manager, Administrative Services Manager, District Engineer, and Operations and Maintenance Manager. The duties and powers of the employees in these positions are of a nature that such employees are classified as engaged in the duties related to management.

SECTION I - INTRODUCTION TO EMPLOYMENT

A. AT-WILL EMPLOYMENT

Employment by the District is at-will and has no specified term or tenure. Employment is at the mutual consent of the employee and the District and can be terminated at will, at any time, by the employee or the District. This means that any employee has the right to terminate the employment relationship at any time, either with or without cause or advance notice, and the District preserves the very same right. No one in the District has the legal ability or authority to alter the at-will nature of the employment relationship.

B. EQUAL EMPLOYMENT OPPORTUNITY

The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, sex, sexual identity, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, sexual orientation, genetic information, military and veteran status or any other basis protected by law. The District will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Refer to the Recruitment and Selection policy for information on the hiring process.

C. REASONABLE ACCOMMODATION

The District provides employment-related reasonable accommodations to qualified individuals with disabilities in order to perform essential job functions and to victims of domestic violence, sexual assault, or stalking for their safety at work. An employee who desires a reasonable accommodation should make a request in writing to the Human Resources Department. The request must identify the job-related functions at issue and the desired accommodation(s). The District may require additional information, such as reasonable documentation of the existence of a disability. The District will arrange for a discussion with the employee to fully discuss all feasible potential reasonable accommodations. The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodations to provide. The District will not provide accommodations that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee of its decision in writing.

D. NEPOTISM

Relatives, spouses, and domestic partners of employees may be employed by the District; however they may not be employed within the same work area or department to avoid the potential for, or appearance of, preferential treatment. If an employee becomes related to a current employee or involved in a domestic partnership with another employee after employed, the District reserves the right to address these issues on a case by case basis. Under no circumstances, will an employee be allowed in a position

of authority or influence over a relative, spouse, or domestic partner. At the discretion of the General Manager, an employee may be reassigned if feasible.

E. IMMIGRATION REFORM AND CONTROL ACT

Employees are required to sign the form for Employment Eligibility Verification and provide the necessary identification documents.

F. CALIFORNIA DRIVER'S LICENSE/RECORD

All employees with a California driver's license are enrolled in the California Department of Motor Vehicles Pull Notice Program. The District receives and reviews employee driving records annually and when activity triggers a new report. If information is found which would limit or restrict the ability to drive District vehicles, the employee must take action to meet the requirements to perform the job. For jobs which require driving on District business, employees are responsible for maintaining a valid California driver's license and must be acceptable to the District's Automobile Liability Insurance Carrier. Employees who must maintain a license as a condition of employment must immediately report the loss of a driver's license due to suspension, withdrawal, forfeiture, or confiscation by any court of law or by the California Division of Motor Vehicles.

G. OATH OF OFFICE AND DISASTER SERVICE WORKERS

As a condition of employment, all public employees, except those exempted by law, are required to take an oath or affirmation to uphold the Constitution of the State and the United States of America against all enemies foreign and domestic in accordance with California Constitution Article 20, Section 3. New employees who refuse to take the oath or affirmation cannot be employed by the District and will be terminated from employment. Public employees may be declared to be disaster service workers.

H. POLITICAL ACTIVITY

The political activity of employees is restricted in accordance with State Government Code, Chapter 9.5, Sections 3201 through 3209. Employees can participate in off-duty political campaigns; however, employees should not campaign for potential District Board members. Further, an employee that successfully campaigns for a Vallecitos Water District Board seat must terminate employment with the District. Employees may not use their positions to try to influence others. Employees may not directly or indirectly solicit political funds or contributions from the Board members or other employees during work hours. Employees may not participate in political activities of any kind while in uniform, on District premises, or during working hours.

I. CONFLICT OF INTEREST

A conflict of interest statement may be required for some employees pursuant to current State, County, and local legal statutes.

SECTION II – ON THE JOB

A. PUBLIC RELATIONS

Employees will not make news release comments about the District unless specifically directed by the General Manager. Normally, individuals seeking information about the District should be referred to the Public Information/Conservation Supervisor or the General Manager.

B. GIFTS

Employees will not accept gifts of any nature from a contractor and/or vendor who is in the process of furnishing labor, services, supplies, or materials to the District.

C. SMOKING

Smoking, including the use of e-cigarettes, and chewing tobacco is prohibited in District vehicles and all enclosed workplaces including, but not limited to, offices, control rooms, laboratories, shops, storage rooms, vaults, equipment rooms, restrooms, board room, conference rooms, lobby, lunch/break rooms, kitchens, and hallways.

D. IDENTIFICATION CARDS

Employees must possess their District issued identification card while on District premises. Employees working in the field and wearing a District-issued uniform with identifying logo are not required to wear their identification card, however, they must carry it with them at all times. If an identification card is lost or damaged, the employee should contact human resources for a replacement immediately. All visitors must check in and wear a visitor's identification card while on District property.

E. BUSINESS DRESS AND UNIFORMS

Employees who are not provided uniforms are expected to dress in a manner consistent with good business practices and appropriate to the work setting. All clothing must be neat, clean and in good repair. The following are examples of inappropriate dress during normal working hours: mini-skirts, halter/tube/crop type tops, athletic clothing, sheer clothing, thongs/flip flops, torn, cut or frayed clothing, and clothing with obscene messages or artwork. Jeans are acceptable for "casual Friday" and when appropriate for the work setting/assignment ('field work', cleaning office areas, etc.)

Employees provided uniforms by the District must wear them. The District, under a uniform rental agreement, will pay for uniform changes, except for such personnel as may be designated by management. Management is responsible for determining the number of weekly changes necessary. Employees are liable for any loss or damage to uniforms and coveralls caused by negligence or misuse, and such loss or damage will be recovered through a payroll deduction.

F. DISTRICT PROPERTY

All property belonging to the District is public property for the benefit of ratepayers, and any unauthorized sale or other wrongful disposal is in violation of the law. Employees will not remove any property under the control of the District and salvage and/or surplus equipment or materials without the express consent of the General Manager. This prohibition does not apply to items considered to be trash and/or junk which are properly disposed in any trash or dump site.

G. INTERNET AND ELECTRONIC COMMUNICATIONS

The District's Internet, System/Data Access and Electronic Communication Systems policy addresses the District's legal responsibilities and concerns regarding the proper use of the internet and all electronic communications equipment and systems. Employees may use the District's electronic communications system for limited personal use. No employee should have any expectation of privacy with respect to information transmitted, received, or stored in any of the District's electronic communications systems or equipment. Any unlawful, unethical, or inappropriate use is strictly prohibited. Employees who misuse the District's systems may be subject to discipline, up to and including termination.

H. VEHICLE USE

District vehicles are available for use by employees engaged in District business. Personal vehicles should only be used for District business when District vehicles are not available. Employees required to use personal vehicles will be reimbursed at the current IRS rate per mile, plus tolls, parking, etc. District managers may not claim mileage for travel within San Diego County. Arrangements for use of District vehicles during or outside of normal business hours may be made only upon prior approval of the General Manager or designee. Except for vehicles assigned to employees on a 24-hour basis or by prior approval of the General Manager, vehicles must be locked and parked in the designated District parking area at night and on weekends.

Certain employees are provided with 24-hour use of a District vehicle for transportation between the employee's residence and the District office or work sites. Assignment of the vehicle is not for the specific benefit of the employee, but for the improved operational efficiency and effectiveness of the District. Employees will not use District vehicles for personal purposes other than commuting to and from work and for incidental personal use such as a stop between work and home. Employees will not transport non-employees or family members without prior approval of their supervisor. A District-furnished vehicle for commuting is a taxable benefit according to the Internal Revenue Service (IRS).

No employees will drive a motor vehicle using a wireless telephone unless that telephone is specifically designed and configured to allow hands-free listening and talking and is used in that manner. If no hands-free option is available, employees must pull off to the

side of the road to a safe area and stop to place or receive a call. Under no circumstances may a driver initiate, review, or answer a text message while driving a vehicle on District business. Additionally, the use of a Personal Digital Assistant (PDA) or laptop computer for reading, composing, sending emails, or entering data while driving is prohibited. The inappropriate use of a cellular phone violates State law and the District's Vehicle Use policy. Violators are subject to both enforcement action of the law and disciplinary action by the District.

I. DISTRICT-OWNED CELL PHONES

The District provides District-owned cell phones to employees who are inspectors and duty personnel. Inspectors should use District cell phones assigned to them during the course of the business day and leave the cell phones on District premises before leaving work. Duty personnel should take possession of the District cell phone during the span of the assigned duty only. The District also provides HazMat and Emergency personnel "On-Demand" phones that are maintained on District premises. Refer to the Board ordinance for additional information.

SECTION III – CODE OF CONDUCT

A. STANDARDS OF CONDUCT

In order to protect the rights and safety of all employees and to ensure the efficient operations of the District, employee activities are governed by reasonable standards of conduct. The following acts are illustrative, not exhaustive, of acts which are grounds for disciplinary action and/or termination of employment with the District. All employees are “at will”; the employment relationship may be terminated at any time by the District or the employee with or without cause.

1. Poor job performance.
2. Discourteous conduct or abusive or vulgar language directed toward any employee, customer, visitor, guest, or member of the public. Any action indicating a disrespect or disregard for the District, its vendors, suppliers, or clients.
3. Excessive absenteeism or tardiness or failure to inform the immediate supervisor within 30 minutes of the scheduled reporting time.
4. Failure to get permission for leaving early or coming in late.
5. Disrespectful behavior toward a manager or supervisor or insubordination which may include refusal to carry out a directive.
6. Misuse of the District’s monies.
7. Failure to acquire or maintain current certifications or licenses required by position.
8. Release of confidential information or information of a personal nature about an employee or customer unless the specific work duties require the giving or exchanging of such information.
9. Falsification of forms, records, or reports including, but not limited to, time sheets, employment applications, or medical information.
10. Possessing or bringing firearms, weapons, open containers of alcohol, illegal drugs or chemicals on or to District property.
11. Unauthorized possession or removal of property, records, keys, or other materials.
12. Smoking, including the use of e-cigarettes, and chewing tobacco in restricted areas.
13. Destroying or willfully damaging the District’s or another employee’s property.

14. Noncompliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
15. Sexual harassment or other unlawful harassment of an employee, customer, vendor, or member of the public.
16. Giving false or misleading information during the application or selection process.
17. Failure to report involvement in an accident or giving false information in accident or insurance reports.
18. Unauthorized opening of, or tampering with, locks in desks, doors, and cabinets or unauthorized use of or duplication of keys.
19. Reporting to work under the influence of illegal drugs or alcohol or drinking alcoholic beverages or using illegal drugs on the job.
20. Threatening or intimidating behavior towards employees or members of the public per the District's Workplace Violence Policy.
21. Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture, or confiscation by any court of law or by the California Division of Motor Vehicles. This rule applies only to those employees who must maintain such a license as a condition of their employment.
22. Misrepresenting reasons when requesting a leave of absence or time off work.
23. Unacceptable personal grooming, hygiene or inappropriate dress.
24. Conduct undermining authority or disruptive of District functions or detrimental to close working relationships among employees.
25. Conduct that could adversely affect the good reputation of the District.
26. Violation of District policies or federal, state, or local laws.
27. Soliciting, collecting funds, and/or circulating literature of any nature on District property during working hours without the approval of the General Manager.
28. Taking more than the specified time allowed for meals or rest periods.
29. Failure to disclose outside work activities that may result in a conflict of interest with work performed as a District employee.
30. Misuse of electronic systems (email, internet, fax) per the District's policy.
31. Working overtime without prior authorization.

B. DISCRIMINATION AND HARASSMENT

The District is committed to providing a work environment that is free of discrimination, and harassment, and intimidation. In keeping with this commitment, the District prohibits all forms of unlawful harassment of any employee or individual. The District's Harassment Policy defines harassment and provides a complaint process. The District will take all reasonable steps to prevent harassment. All employees should report harassment promptly. No employee will be disciplined or retaliated against for reporting harassment. Supervisors observing harassment must take immediate action to stop the behavior and report the incident to Human Resources. Employees who violate this policy may be subject to discipline up to and including termination.

C. WORKPLACE VIOLENCE

As part of the District's commitment to provide a safe place for employees to work and to safeguard the public, acts or threats of physical violence will not be tolerated, including intimidation, harassment, and/or coercion which involve or affect the District or which occur on District property. The prohibition against threats or acts of violence applies to everyone involved in District operations, including employees, contract workers, and anyone on District property. Employees are responsible for reporting acts of a threatening or violent nature directed at themselves or others to their supervisor, manager, and/or Human Resources. Violations of the Workplace Violence policy may result in disciplinary action and/or legal action. Refer to the District's Workplace Violence Policy for additional information.

D. BULLYING

It is the policy of the District that all employees should be able to work in an environment free of bullying. Workplace bullying, including cyber-bullying, is unacceptable and will not be tolerated. Workplace bullying is behavior that harms, intimidates, offends, degrades, or humiliates a co-worker, possibly in front of other employees, customers, vendors, or members of the public. Examples of bullying include, but are not limited to, profane or disrespectful language; hostile and rude behavior and speech directed at a co-worker; derogatory or sarcastic remarks and comments about a co-worker's appearance or job performance, angry outbursts or yelling; name calling; throwing anything at or toward a co-worker; comments that undermine a co-worker's trust and confidence; and retaliation against any person who has reported disruptive behavior. Cyber-bullying is the use of cell phones, instant messaging, email, chat rooms, or social networking sites to harass, threaten, or intimidate a coworker. Bullying is not an isolated incident of inappropriate behavior or a supervisor holding an employee accountable for performance. Bullying is distinguished from unlawful harassment in that it is not illegal or directed at someone's membership in a protected classification. All employees are encouraged to report workplace bullying. Any reports will be treated seriously; managers and supervisors must take reasonable measures to prevent workplace bullying and respond promptly. Disciplinary action up to and including termination will be taken against anyone who bullies a co-worker or retaliates against an employee who reported workplace bullying.

E. ALCOHOL-DRUG FREE WORKPLACE

In recognition of the District's responsibility to maintain a safe work environment, the District will act to eliminate any substance abuse, which increases the risk of injuries, accidents, or substandard performance. Substance abuse includes the use or possession of illegal drugs, alcohol, or abuse of prescription drugs, which could impair work performance and/or ability to perform the job safely. Employees must not: (1) be at work, drive a vehicle on District business, or operate the District's equipment with any amount of alcohol or illegal drugs which would result in a confirmed positive test; (2) use alcohol, possess open containers of alcohol, or use or possess illegal drugs while on duty; or, (3) manufacture, distribute, dispense, sell or provide illegal drugs to any person while on duty. If the use of a prescription drug combined with the duties of the job creates an unsafe working condition, this must be reported to the supervisor prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other actions specified by applicable statutes and regulations. Employees may be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules above. Employees who violate this policy may be subject to discipline up to and including termination.

F. SAFETY

To achieve the goal of a safe and healthful work environment, the District has adopted an Injury and Illness Prevention Program (IIPP). The District furnishes a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees. The District provides safe working areas, equipment, tools, and other work devices. All District personal protective equipment (PPE) required for specific positions will be issued to appropriate employees. Proper maintenance of the PPE is the responsibility of the employee. Safety rules and regulations are fully contained in the District Safety Manual. Noncompliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard may result in discipline up to and including termination.

G. FITNESS-FOR-DUTY

If the District has reason to question the ability of an employee to perform the essential job functions, a Fitness-for-Duty evaluation may be requested. Results of the evaluation will be maintained confidentially and separate from the employee's personnel record. If a Fitness-for-Duty evaluation is necessary, the employee will be required to be examined by a treating, personal physician or specialist selected by the District. Failure to attend a Fitness-for-Duty evaluation may result in disciplinary action up to and including termination.

SECTION IV - GENERAL WORKING CONDITIONS

A. ORIENTATION AND TRAINING

New employees are given an Employee Handbook to familiarize themselves with the rules and regulations of the District for employment. The employee's supervisor will discuss formal and informal practices to further inform the employee. Required training will be provided.

B. INTRODUCTORY PERIOD

The first year of employment with the District is the introductory period. During the introductory period, an employee may be released without cause and without right of appeal, grievance, or hearing. Approximately six (6) months after employment, an introductory performance appraisal will be conducted by the supervisor. At the end of the one-year introductory period, the supervisor will conduct a final introductory performance appraisal. If the introductory employee has been satisfactorily performing the job functions and meets all other conditions of continued employment, the supervisor will recommend the employee be granted status as a regular employee. If the introductory employee's performance fails to meet the standards of the District, employment may be terminated. The Termination Procedures in Section XII do not apply to introductory employees who have not been granted regular status.

C. PERFORMANCE APPRAISALS

Performance appraisals are an important developmental tool for both the District and the employees. Employees will receive periodic written appraisals about their job performance, including a review of the District's Harassment Policy. After the employee's introductory period, reviews will be conducted annually on the anniversary of the hire date, unless otherwise indicated.

The appraisal is conducted by the employee's immediate supervisor. The employee is requested to sign the appraisal form indicating that the employee has read the appraisal. If an employee refuses to sign the appraisal, the supervisor will note the refusal on the form. The employee may make written comments on the form and/or attach them to the appraisal for inclusion in the personnel file. A copy of the appraisal is given to the employee and the original placed in the personnel file. An employee who fails to meet job expectations may be placed on a performance improvement plan. Failure to improve performance may result in disciplinary action, up to and including termination.

D. WORK SCHEDULES AND ATTENDANCE

Employees who work full-time are assigned to a definite work schedule of at least 30 hours per week. Employees who are not able to report to work at the scheduled time must notify their supervisor at least 30 minutes prior to the beginning of the work day. Excessive absenteeism or tardiness, taking more than the specified time allowed for

meals or rest periods, and failing to get permission to leave early or come in late, may be grounds for discipline.

The Administration Building is open to the public Monday through Thursday, except holidays, from 7:30 a.m. to 5:30 p.m. and on Fridays from 8:00 a.m. to 5:00 p.m. Employees who work in the Administration Building receive a one (1) hour lunch period and two (2) 15-minute break periods as designated by the supervisor. These periods are staggered to provide continuous service to the public. Lunch periods may occasionally be modified with supervisor approval.

Operations and Maintenance employees work Monday through Thursday from 6:30 a.m. to 4:00 p.m. and Fridays from 6:30 a.m. to 3:00 p.m. A 30 minute lunch period and two (2) 15 minute break periods are designated by the supervisor. Employees may be required to work overtime in case of an emergency and work duty shifts as necessary.

E. PAY PERIODS/PAYDAY

Employees are paid on a bi-weekly basis with 80 hours excluding a lunch period constituting a biweekly pay period. The pay period consists of two (2) work weeks. The regular work week covers a seven (7) day period that begins exactly four (4) hours after the start of shift on Friday, and ends exactly four (4) hours after the start of shift on the following Friday. The first day of the work week may vary. Employees are paid one twenty-sixth (1/26) of their annual salary each payday for time worked (or paid holiday, vacation, or sick pay) in addition to any duty pay and overtime accrued for the pay period. Paydays are normally no later than three (3) business days following the end of a pay period. Employees are encouraged to enroll in direct deposit.

F. TIME SHEETS/LEAVE PAY RECORDS

Nonexempt employees are subject to overtime and complete bi-weekly time sheets that are reviewed and signed by their supervisor. Exempt employees are salaried and complete bi-weekly leave pay records that report any full days of absence.

G. EMPLOYEE INFORMATION CHANGES

Employees should inform Human Resources as soon as possible of any changes to resident or mailing address, telephone number, emergency contact, and dependent and marital status.

H. ACCESS TO PERSONNEL RECORDS

Employee files are confidential with access limited to the employee and other District employees only if they have a "need to know" such as, Human Resources staff in the course of their normal business; management considering an employee for promotion or transfer; and others only as specifically authorized by the General Manager. Non-employees may not, except with specific authorization, have access to the files. Generally, such access will be granted only upon advice of counsel. Employees may

inspect their own personnel file by completing a request form and viewing the file in the presence of Human Resources staff.

I. PRIVACY OF PROTECTED HEALTH INFORMATION

As required by the Health Insurance Portability and Accountability Act (HIPAA), designated staff with access to certain medical information, including plan selection, receive specific training on health information confidentiality. In addition, medical information is required to be maintained in secure locations and accessible only to employees trained in HIPAA. If a breach occurs or is suspected, all employees must be notified. Refer to the Notice of Privacy Practices of Protected Health Information for additional information.

SECTION V - COMPENSATION AND CLASSIFICATION

A. JOB DESCRIPTIONS

A job (or class) description is a generalized, but not specifically detailed, description of work performed by one or more employees. Job descriptions are in writing and contain the definition or purpose of a job, essential functions, qualifications, physical demands and working conditions. Not every task an employee is expected to perform is included in a job description. Job descriptions are used for numerous purposes such as recruiting, performance evaluations, and salary surveys. Job descriptions are established for all authorized positions. The Board may increase or decrease the number of positions through the annual budget process.

B. SALARY SCHEDULE

All job classifications except General Manager have established pay ranges comprised of steps beginning with entry level through experience/longevity levels. The classification/pay schedule and salary range/step schedule are included in the District's annual budget.

The entry level is step A, experience steps B through G, and longevity steps H and I. Each step represents a five percent (5%) salary increase. Salary ranges are determined in consideration of the duties, responsibilities, skills, education, and training required for the classification. The General Manager will establish and alter the compensation of employees within the limits set by the Board. Periodic compensation studies will be conducted to maintain market competitiveness for similar classifications in comparable organizations.

New employees are hired at the entry level step A unless the General Manager adjusts the entry step based on their experience and qualifications. The General Manager must receive Board approval to start a new employee above step C. Salaries of individual employees are reviewed by the supervisor and the General Manager, not less than annually, as part of the annual performance evaluation process. Increases will primarily reflect experience increases; however, they may also include longevity, merit, and cost-of-living increases.

C. COST-OF-LIVING SALARY ADJUSTMENT (COLA)

Any COLA increases in salary are based on the San Diego Consumer Price Index for all urban consumers (CPI-U), or its successor document, for the preceding calendar year and current MOU. The COLA is based on the percent change in the CPI-U for the calendar year. The District provides a rollover of the percentage above the caps listed in the MOU, if invoked, from the previous year to the following year as long as the combined percentage does not exceed the subsequent year's cap. The COLA adjusts all salaries and salary ranges except for those that have been y-rated. Employees with y-rated salaries receive the COLA as a lump sum amount. Refer to the MOU for negotiated increase amounts.

D. EXPERIENCE/LONGEVITY INCREASE

Employees are eligible to receive an experience increase of five percent (5%) each year until they reach step G. Experience increases are not automatic and depend on satisfactory performance as documented by the employee's annual performance appraisal. Unless otherwise stated by applicable leave laws, employees who are on an unpaid leave of absence may not be eligible for an experience step. Employees are eligible to receive a longevity increase of five percent (5%) after five consecutive years at steps G and H.

E. MERIT INCREASE

A merit increase is an advance from one step to a higher step within the existing salary range (excluding longevity Steps H and I) and is not a result of an experience step given as part of the annual performance appraisal process. A merit increase can only be granted by the General Manager for an employee's outstanding or exemplary work performance as documented and recommended by the supervisor and department manager. A merit increase does not change the employee's annual review date. Merit increases above 5% require Board authorization.

F. PROMOTION

A promotion is an appointment to a classification with a higher rate of pay. The promoted employee may be assigned to any step within the pay range depending on experience and other qualifications provided it does not result in a loss of pay. A promotion changes the employee's annual review date to the effective date of the promotion including any future step increases.

G. UPGRADE

An upgrade is a change in classification from entry level to journey level within the same job series (ex. I to II). An employee is eligible for an upgrade upon meeting the minimum qualifications for the journey level and recommended by the supervisor for advancement after assessment of the employee's skills and abilities. An upgrade changes the employee's annual review date to the effective date of the upgrade including any future step increases.

H. OUT-OF-CLASS PAY

An employee who is temporarily directed in writing by the General Manager to serve in a higher classification will be compensated accordingly. To qualify for out-of-class pay, the employee must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-class pay is not authorized during the temporary absence of a supervisor, manager, etc.

I. LATERAL TRANSFER

A lateral transfer is an appointment to a different classification with the same pay range. The employee's salary remains the same and the annual review date does not change.

J. DEMOTION

There are two types of demotion, voluntary and involuntary. A voluntary demotion is a transfer to a class with a lower salary range and may result in a decrease in pay. Voluntary demotions usually occur when an employee has a desire to perform a different type of work. An involuntary demotion occurs as the result of a disciplinary action and may result in a loss of pay. A demotion changes the employee's annual review date to the effective date of the demotion including any future step increases.

K. RECLASSIFICATION

A reclassification is a change in job classification due to significant changes in the job duties and responsibilities of a position. The position changes should take into consideration the needs of the District and the best use of available resources. Supervisors should consult with Human Resources before making any significant changes to an employee's position. Requests for reclassification are submitted to Human Resources for review.

A position may be reclassified to an existing classification with a higher or lower pay range or to a new position if necessary, as approved by the Board. When the position is reclassified to a class with a higher pay range, the employee will move to the minimum pay for the new pay range or receive a 5% pay increase, whichever is most beneficial to the employee. When a position is reclassified to a classification with a lower pay range, the employee's pay will be placed at the step nearest to the employee's current pay that does not result in a pay increase. If the employee's current pay exceeds the pay range of the new classification, the employee's pay may be y-rated. A reclassification changes the employee's annual performance review date to the effective date of the reclassification including any future step increases.

L. OVERTIME

The District is subject to the requirements of the Fair Labor Standards Act (FLSA), a Federal law, requiring paid overtime or comp time for all hours worked in excess of the work week (40 hours in a 7 day period). All California Special Districts, including the District, are exempt from State wage laws requiring daily overtime, double time and holiday pay. The District provides overtime above and beyond the FLSA's requirements as an additional benefit for non-exempt employees. Exempt employees are not eligible for overtime pay or comp time. Non-exempt employees must get prior approval from their supervisor before working overtime. All overtime must be reported on an employee's timesheet, even if the employee did not have prior approval.

Overtime is paid at the rate of one and one-half times the regular hourly rate (time and a half) or two times the regular hourly rate (double time) as specified below. For purposes of calculating overtime, paid time off is considered hours worked within an employee's regular work day or workweek. Paid time off includes compensatory time off, holidays, sick leave, vacation, and recovery time. Including paid time off as hours worked for computing overtime is an additional benefit provided to employees by the District and not required by law.

Overtime is defined as time worked in response to a request by the supervisor in excess of the employee's regular work shift, workweek, or any hours worked on a scheduled day off including District recognized holidays (Holidays). Nonexempt employees receive time and a half for overtime hours worked on days other than Sundays and Holidays. Overtime worked on Sundays and Holidays (the District observed holiday, not the actual holiday) is paid as double time unless part of a regular or modified work shift.

Overtime for call outs/call backs is paid for the duration of the emergency or until the employee is released or starts the regular shift, whichever is sooner. Travel time from/to residence is included as overtime, not more than 30 minutes each way.

Employees may be reimbursed for meals due to overtime work. A reimbursement of up to \$10.00 per employee is considered a reasonable amount for meal breaks every four (4) hours. Overtime periods not meeting the full four (4) hour criteria or meals purchased after the overtime work is completed are not eligible for reimbursement.

M. COMPENSATORY TIME OFF

Employees may elect to receive Compensatory Time Off (CTO) in lieu of payment of overtime. CTO must be approved by the supervisor and accounted for on the bi-weekly time sheet showing the overtime worked that an employee wants to have credited as CTO. CTO accrues at one and one-half times the overtime worked or two (2) times for work on Sundays and Holidays, up to a maximum accrual of 80 hours. Employees who work overtime and have 80 hours of accrued CTO are paid overtime at the regular rate of overtime pay until the CTO time is taken and the accrual drops below 80 hours. Requests to take time off as CTO should be approved in advance by the supervisor. Employees cannot request payment of the value of CTO hours accrued. Any CTO remaining is paid out when an employee separates from employment with the District.

N. STAND-BY DUTY

All employees except management are subject to stand-by duty and compensated accordingly for providing emergency service on a twenty-four (24) hour basis. Employees on stand-by duty are assigned a vehicle and/or equipment to use on any call-back assignments while on duty. Employees on stand-by duty must be available at all times of the day and night to receive calls. Employees assigned to stand-by duty receive an amount established by the Board, which provides a daily flat rate per duty day adjusted by the cost-of-living allowance automatically, if granted.

Stand-by duty is assigned to an employee for a one (1) week period of time. Employees will have at least one (1) week off of stand-by duty before being reassigned. Assigned stand-by duty may not be exchanged or traded with another employee without prior approval from the supervisor. In such cases of personal emergency or illness when prior approval is not practical, the duty employee will inform the supervisor as soon as possible.

O. RECOVERY/RECUPERATION TIME

Recovery or recuperation time is required for Class A and B drivers per the California DMV Code. For safety reasons, all employees of the District are eligible for paid recovery/recuperation time if subject to overtime work as indicated below. Recovery time does not apply to employees assigned to stand-by duty or if there is a scheduled change of regular work hours or shift for scheduled repairs. If, due to unforeseen circumstances other than an emergency as defined under the Emergency Response Plan (i.e. EOC is activated), recovery time may be provided as follows:

An employee whose regular scheduled workday ends no later than 5:30 p.m. and is required to work continuously from the beginning of their shift until after 9:00 p.m., or is called back to work and works past 12:00 midnight, may be provided up to ten (10) recovery hours off from the time of release from work before reporting for duty. An employee called back to work after 12:00 midnight may be provided up to eight (8) recovery hours off from the time of release from work before reporting for duty. If the recovery hours fall into the regularly scheduled work day, the employee will be paid, at regular hourly rates, for those overlap hours normally worked and report for work at the end of the recovery period to complete the regularly scheduled workday. With permission of the supervisor, the employee may use vacation, floating holiday, or compensatory time off to make up the regular workday hours. If the recovery time extends past the end of the regular workday, no additional payments for recovery hours will be made.

P. CELLULAR TELEPHONE ALLOWANCE

Management staff are provided a cellular telephone allowance as authorized by District resolution. All other employees are eligible for the allowance on a case-by-case determination by the manager of the employee's department depending on the nature of the work the employee performs, and the need to maintain contact with the employee during work hours and non-work hours is best accomplished by using a cell phone. Employees meeting the following criteria will generally be considered eligible: Facilities and critical systems employees subject to after hours call out; emergency responders (Incident System command staff and general staff, primary and first alternates only); and employees who spend a considerable amount of time out of the office on District business. Refer to the Board resolution for additional information.

SECTION VI - EMPLOYEE BENEFITS

A. ELIGIBILITY

Group insurance for medical, dental, and vision is provided to benefit eligible employees including introductory and regular employees working full time (scheduled to work at least 30 hours per week). Coverage begins on the first of the month following the date of employment unless otherwise indicated. Eligible family members may be enrolled; proof of relationship documents (i.e. birth or marriage certificates) must be provided upon initial enrollment. Employees must notify Human Resources within 30 days of a “life change” in order to make changes to benefits outside of the open enrollment period. Life changes include, but are not limited to: birth or adoption of child, marriage, divorce, or death. Contact Human Resources for more information on eligibility and benefits.

B. MEDICAL INSURANCE

Eligible employees are required to enroll in one of the District’s available group medical insurance plans and may elect to enroll eligible family members. Active Board members may elect to enroll themselves and eligible family members. Coverage for family members will continue until they are eligible for coverage under any other health care plan or are no longer eligible for coverage under the District’s medical plans. The District may continue to provide access to other medical plans if the minimum participation required for each plan is met. If the minimum participation is not met, the District may no longer provide the plan and is not obligated to provide a replacement.

Base medical premiums are provided to eligible employees and active Board members at the discretion of the District as specified in the MOU. The base medical premium is the monthly maximum the District pays. The employee is responsible for any costs above the base medical premium. The District’s plan is in accordance with the Internal Revenue Code allowing pre-tax contributions through a payroll salary reduction (deduction). The deductions for medical contributions are taken once a month from an employee’s paycheck. When an employee is on a leave of absence without pay, the employee is responsible for making monthly premium payments to the District for their share of the contributions.

C. RETIREE MEDICAL INSURANCE

Regular full time employees hired before July 1, 2013 with five (5) continuous years of employment with the District who are at least 50 years of age at time of retirement, their spouses, and dependent children are eligible for retiree health insurance, known as other post-employment benefits (OPEB). Base medical premiums apply to the OPEB benefit for the retiree and spouse and are paid until such time as the employee or spouse receives or becomes eligible for other coverage, or are eligible for Medicare, but not beyond the age of 65. OPEB benefits for years of service five through ten are prorated on a yearly basis; refer to the MOU for additional information. Retirees are responsible for any costs above the OPEB premium payment. Failure to pay additional premiums may result in termination of OPEB medical benefits provided by the District.

D. DENTAL AND VISION INSURANCE

Coverage is provided at District cost for full time employees, active Board members, and their eligible family members.

E. WORKERS' COMPENSATION

Employees who are injured while working must report the injury immediately to their supervisor. Reporting promptly helps avoid problems and delays in receiving benefits, including medical care. The District carries Workers' Compensation Insurance coverage as required by law to protect employees who are injured on the job. This insurance authorizes and pays for medical care that is reasonably required to cure or relieve the effects of the injury in addition to partial payment for loss of earnings that result from work related injuries and illnesses. Workers' Compensation payments represent 2/3 of an employee's pay subject to statutory minimum and maximum amounts. Employees may use sick leave or other accumulated leave benefits to supplement the disability payments. The District's Return to Work Program (RTW) is mandatory for employees who are partially disabled from a work related injury or illness and provides temporary modified work assignments and duties, when reasonable. Refer to the complete policy for more information.

F. STATE DISABILITY INSURANCE (SDI)

The District participates in the California State Disability Insurance (SDI) Program. SDI is a partial wage-replacement insurance plan that includes two programs: Disability Insurance and Paid Family Leave. Disability Insurance is when an employee is unable to work due to a non-work-related illness or injury, or due to pregnancy or childbirth. Paid Family Leave provides benefits when an employee needs to take time off from work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child or a child in connection with adoption or foster care placement. Eligibility for SDI benefits begins after a seven (7) day waiting period. Employees may integrate SDI benefits with available paid leave to receive up to 100% of normal gross wages. Employees receiving SDI benefits should inform Human Resources and Payroll to ensure proper leave integration and avoid overpayment.

G. LONG-TERM DISABILITY (LTD) INSURANCE

Long-term disability (LTD) insurance is provided at District cost for full time employees. LTD provides for approximately two-thirds (2/3) of salary if an employee is unable to work due to disability. Eligibility for benefits begins after a thirty (30) day waiting period. Benefits are offset by State Disability Insurance and Workers' Compensation Insurance.

H. LIFE/ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Coverage is provided at District cost for full time employees and active Board members.

I. FEDERAL SOCIAL SECURITY AND MEDICARE

The Federal Insurance Contribution Act (FICA) is a tax paid by the District and employees for Social Security and Medicare. Social Security is the governmental fund that provides income to retirees, disability, etc. Medicare provides medical insurance coverage to persons over age 65. Employees are responsible for all employee related contributions to FICA.

J. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT

Eligible employees will be enrolled in the California Public Employees Retirement System (CalPERS) for retirement benefits. CalPERS retirement is a defined benefit plan that provides a lifetime benefit determined by a set formula: $\text{Years of Service Credit} \times \text{Benefit Factor} = \text{Percentage of Final Compensation/Unmodified Allowance}$. The final compensation amount is reduced by \$133.33 per month due to coordination with Social Security. The benefit factor is the percentage of pay for each year of service determined by age at retirement and the retirement formula. The District has two retirement formulas due to law changes from the Public Employees' Pension Reform Act (PEPRA). The 3% at age 60 formula applies to current employees or new employees who are considered "classic members". Classic members are employees with prior service in CalPERS or with established reciprocity. The 2% at age 62 formula applies to new employees hired on or after January 1, 2013 who are considered "new members". The District and employees make required contributions to CalPERS depending on the retirement formula. The employee contribution is a percentage of pay that is paid before taxes. Refer to the MOU for more information.

Employees must have a minimum of five (5) years of service credit with CalPERS to be vested and retire or leave funds on deposit upon separation from employment. Employees who separate without being vested may request a refund of employee contributions from CalPERS. Employees nearing retirement are encouraged to attend retirement pre-counseling and planning available through CalPERS. The minimum age to retire is determined by the retirement formula. The District contracted with CalPERS for optional benefits including the Pre-Retirement Optional Settlement 2 Death Benefit, Final Compensation Period (only applies to the 3% at age 60 plan), Credit for unused Sick Leave, and Military Service Credited as Public Service. Detailed information regarding the CalPERS retirement plan is available online at www.calpers.org.

K. DEFERRED COMPENSATION

Employees may voluntarily participate in a qualified 457 Deferred Compensation Plan. Employee contributions are made through payroll deduction. The amount contributed is considered "tax deferred" and is subtracted from taxable income for income tax withholding calculation and year-end reporting. Regular employees may receive a matching contribution from the District up to a maximum, or a lump sum payment, as specified in the MOU. Rules and regulations for total annual contribution amounts,

withdrawal, taxation, etc. are set by the Internal Revenue Service. Information on the deferred compensation plan may be obtained from Finance.

L. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employee Assistance Program (EAP) is provided at District cost for all employees and their family members (includes anyone living in the same household). EAP is a confidential program that provides short-term professional consultations and referral to other resources for assistance with personal problems including marital/relationship, family, alcohol/drug, emotional/stress, legal, medical, or financial. Contact Human Resources for more information on the program. Employees do not need to go through Human Resources to use this benefit.

M. MEETINGS, SEMINARS, AND CONFERENCES

Employees may attend conferences, meetings, seminars, training and other functions for the purpose of furthering the interests of the District. Costs for travel and associated expenses will be paid or reimbursed by the District according to the Meetings, Seminars, and Conferences Attendance Policy. Employees must obtain departmental approval for attendance. Travel/registration arrangements will be made by the District and should be scheduled as far in advance as possible. All travel should be prudently planned at the most reasonable cost.

N. TUITION REIMBURSEMENT PROGRAM

The District encourages and financially assists employees with their educational advancement. Regular full time employees are eligible to apply for reimbursement and are expected to remain employed by the District for a minimum period of time. Refer to the complete policy for more information on the criteria and procedures for reimbursement.

O. CERTIFICATION RENEWALS AND EXAMS

For positions that require specific certifications, the District will reimburse employees for certification renewals and exams upon successful passing of the exam. The District will also reimburse employees for the cost of required Continuing Education Requirements (CEUs) upon successful completion and passing of the course(s). CEUs must be accepted by the applicable agency that issues the certification in order to receive reimbursement by the District. For positions that do not require certifications, the District may reimburse employees for the cost of certification renewals, certification exams, and associated CEU costs for certifications if management determines that it would be beneficial to the District. All employees must obtain approval before registering or taking any CEU courses and certification exams or applying for certification renewals. If prior approval is not obtained, reimbursement will not be made by the District.

P. MEMBERSHIPS

Employees may participate in professional, technical, and business related associations and organizations. The General Manager may approve payment of the membership depending on applicability to the employee's position and the functions of the District.

Q. COMPUTER PURCHASE PROGRAM

Board members and regular full time employees who have completed their introductory period are eligible for a loan from the District to purchase a computer or upgrade their computer system up to the loan limit. The computer must be compatible with District equipment and software. Loans are due and payable upon termination of employment for any reason. Refer to the detailed program materials or contact Information Technology (IT) for additional information.

R. EMPLOYEE FITNESS CENTER

As part of the District's Wellness Program, a fitness center with weights and exercise equipment is provided for the benefit of all employees. Use of the gym is restricted to employees due to the District's liability. Employees may use the fitness center before work, during lunch, and after work. It is recommended that employees use the fitness center when other employees are present and during the hours of 5:00 am to 7:00 pm Monday through Friday in the event of an emergency. Employees should check with their personal physician prior to starting an exercise routine.

S. EMPLOYEE RECOGNITION

The District's Employee Recognition Program recognizes employees in a variety of ways for their personal and team contributions in support of the District's Mission and Vision. The program is designed to create a culture of employee recognition; improve the working environment and employee morale; motivate employees to be successful; and acknowledge achievements. The Board hosts an annual Employee Recognition Luncheon to present service awards and give each employee a token of appreciation. The way the Board chooses to recognize employees may change from time to time. Employees who receive certifications and other personal accomplishments (i.e. degrees or completion of certificate programs) may be recognized at a regular Board of Directors' meeting. Other types of awards include: Organizational Achievement Awards for cost savings measures (a Gainsharing Incentive Plan) and when the District receives state or local awards from external organizations; Individual Achievement Awards for significant personal accomplishments; Aqualades certificates for going above and beyond normal duties; Water Winner team celebrations for a group of employees; Ripples spot awards; and Waves peer awards. Refer to the Employee Recognition Policy (Supplement 11) for more information. All awards of cash and gift cards are treated as taxable compensation for federal and state tax purposes. These awards do not meet the definition of special compensation and will not be included in compensation earnable for purposes of determining an employee's CalPERS pension.

T. JOB SHADOW PROGRAM

The District's Job Shadow Program facilitates communication between departments, promotes teamwork, and may assist employees with changing careers or advancement. The program is designed to broaden perspective and knowledge of the District by allowing employees to 'shadow' employees for a limited period of time in other positions and/or departments. The program is voluntary and employee's pay remains unchanged during participation. Employees who have completed their introductory period may request to participate in the District's Job Shadow Program. Supervisor approval is required and requires coordination with the supervisor of the requested position/department. Participation in the program and the requested position/department is at the discretion of the District.

U. SAFETY FOOTWEAR AND EYEWEAR

Employees who are required to wear safety footwear on the job may request a voucher or reimbursement for one pair of shoes or boots per year up to a maximum of \$150. Employees must have prior approval from their supervisor and the Safety Technician. Employees who require corrective prescription glasses and work in an environment or location where eye and face hazards are present may receive a voucher or reimbursement for safety prescription eyewear up to a maximum of \$275 every 2 years. Employees must receive prior approval from the Safety Technician and have a current prescription obtained within the last 12 months. The District will replace prescription safety eyewear that is damaged or lost due to an unpreventable accident during the course of work. The District will not replace prescription safety eyewear if the damage or loss was due to negligence.

SECTION VII - PAID TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE

The District provides paid vacation leave and encourages employees to take vacation each year. Requests for vacation leave should be made in advance and require supervisor approval with due consideration being given to the desires of the employee and operational needs of the department. Vacation cannot be taken before it is earned; however employees can request to use vacation hours that will accrue during the pay period when they will be on vacation. Full time employees assigned to a definite schedule of 80 hours per pay period accrue vacation leave from the first date of employment according to years of service by fiscal year:

Fiscal Years	Annual Accrual Hours	Hours per pay period
0-2	80	3.077
3-4	96	3.692
5-10	120	4.615
11-15	160	6.154
16+	176	6.769

Full time employees assigned to work a defined schedule of less than 80 hours per pay period (including an approved temporary reduced schedule or an approved leave of absence) and part time employees accrue vacation leave on a prorated basis. The maximum accrual of vacation leave is 240 hours. When an employee has reached the maximum, no further vacation hours are accrued until the employee takes sufficient time off to reduce the accrued vacation hours below the maximum. In the event of separation from employment with the District, employees receive payment for unused vacation leave.

Under an unforeseeable hardship or emergency, the General Manager may approve a written request from an employee to allow accumulation of vacation hours in excess of the maximum accrual or payment for earned vacation. To request a vacation payment, the employee must have used at least one week's vacation in the previous two years. Only one request for vacation payment can be made per year.

B. HOLIDAYS

The District provides employees with paid time off for the holidays listed below and 27 hours per fiscal year for three (3) floating holidays. If a holiday falls on Saturday or Sunday, the preceding Friday or following Monday is observed. When the observed holiday falls on an employee's regular work day off, an alternate day off may be taken within the same pay period (unless the employee is assigned to a definite schedule of less than 80 hours per pay period). Floating holiday hours may be taken in increments of less than a full day; floating holiday hours not taken by the end of the fiscal year are forfeited and do not carry-over to the next fiscal year.

Full time employees assigned to a definite schedule of 80 hours per pay period receive holiday pay of eight (8) or nine (9) hours on the observed holiday or their alternate day off. Full time employees assigned to work a defined schedule of less than 80 hours per pay period (including an approved temporary reduced schedule or approved leave of absence) and part time employees receive holiday pay and floating holiday hours on a prorated basis, not to exceed the number of hours in their regular scheduled work day that falls on an observed holiday.

Holidays observed by the District are as follows:

- New Year's Day, January 1
- President's Day, third Monday in February
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, first Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, fourth Thursday in November
- Day after Thanksgiving, Friday after Thanksgiving Day
- Christmas, December 25

Refer to the MOU for any additional negotiated holidays (observed or floating).

C. SICK LEAVE

Paid sick leave is provided by the District to all employees and may be used for the employee's actual sickness, disability, or medical appointment; if a victim of domestic violence, sexual assault, or stalking; or to attend to the illness of a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or parent of the employee's spouse or registered domestic partner. Sick leave taken for other than the employee's own use is limited to a maximum of 48 hours per year unless otherwise permitted by law. Full time employees assigned to a definite schedule of 80 hours per pay period accrue sick leave at the rate of eight (8) hours for each calendar month of service. Full time employees assigned to work a defined schedule of less than 80 hours per pay period (including an approved temporary reduced schedule or an approved leave of absence), part time employees, and temporary District employees accrue sick leave on a prorated basis. Sick leave can only be used after it accrues and there is no maximum accrual. After accrual of 240 hours of sick leave, a maximum of 40 hours per calendar year may be converted, but not accrued from year to year, to emergency leave (24 hours maximum) and personal leave (16 hours maximum).

In order to receive sick leave pay, an employee must notify the supervisor prior to or within thirty minutes after the start of the work shift. The employee may be required to provide a doctor's note. If absent for more than one day, the employee should contact the supervisor daily unless hospitalized, absent due to prolonged illness, or placed on Family and Medical Leave.

The number of sick leave days credited is not intended to establish a guideline for acceptable attendance. Examples of sick leave abuse include but are not limited to: failure to notify supervisor within established time limits, frequent absences on Friday and/or Monday, maintaining low or zero sick leave balances, frequent absences prior to or following a holiday, or any pattern of absences that can be identified by a review of sick leave usage. Misrepresenting reasons when requesting leave may be grounds for discipline.

If an employee separates from employment with less than five years of service, the District will pay twenty-five percent (25%) of the employee's accrued sick leave. If an employee separates from employment with more than five years of service, the District will pay fifty percent (50%) of the employee's accrued sick leave. Upon retirement from the District, the employee may cash out sick leave as indicated and/or convert sick leave to service credit per the CalPERS contract.

D. BEREAVEMENT LEAVE

With prior approval, and at the discretion of the General Manager, full-time employees are eligible to take up to five (5) working days per year paid bereavement leave in the event of the death of a member of the employees' immediate family. For the purposes of this benefit, immediate family includes: employee's spouse, child, registered domestic partner, stepchild, parent, stepparent, legal guardian, grandparent, grandchild, brother, sister, stepbrother, stepsister, and the mother/father of spouse or registered domestic partner. An employee may be allowed to use sick leave, compensatory time off, or vacation time for the purpose of supplementing bereavement leave.

E. LEAVE WITHOUT PAY

Leave without pay for other than medical reasons may be granted by the General Manager for a period not to exceed 20 work days, or by the Board in excess of 20 work days.

F. MEDICAL LEAVE WITHOUT PAY

An employee requiring leave due to a disability resulting from illness or other physical condition, including pregnancy, miscarriage, and childbirth, may request medical leave without pay. The request must be in writing and requires approval by the supervisor and General Manager. The District is very concerned about employee health and well-being and will make every attempt to fulfill requests. All accrued benefits including sick leave, vacation, comp time, and holidays must be exhausted before medical leave without pay will be considered.

Medical leave without pay is a maximum four month period which can be used after sick leave and vacation have expired to preserve regular job status. Health insurance will be paid by the District during unpaid medical leave, one (1) month for every year of service to a maximum of four (4) monthly premium payments. Thereafter, the employee is responsible for making premium payments to the District. Salary payment and service

credit do not accrue during medical leave or any other time when salary is not being received. Regular employment status may be extended during a period of temporary total disability resulting from an accepted industrial accident workers' compensation claim.

If unable to return to work at the end of medical leave without pay, the employee will be considered on inactive status until no longer disabled, with a maximum inactive status period of year for year of service. Continuation of medical coverage will be made available through the District and insurance carrier. The District will make every effort to re-employ persons who have been on inactive status. Re-employment to a suitable vacant position for which the employee qualifies will depend upon the physical ability to perform the essential function of the job, provided management recommends re-employment. Employees rehired after a disability may use previous service for earning vacation.

G. FAMILY AND MEDICAL LEAVE

State and federal family and medical leave laws provide up to 12 work weeks of unpaid family/medical leave within a designated 12-month period for certain medical and family issues. Federal law also provides up to 26 work weeks of unpaid leave for qualifying care of a servicemember. Refer to the Family and Medical Leave Policy for more information.

H. PREGNANCY DISABILITY LEAVE (PDL)

Pregnancy disability leave is a state law that provides a maximum of four months (17 1/3 weeks) of leave for any period of actual disability related to childbirth or pregnancy including severe morning sickness and for prenatal care. Duration of the PDL is determined by the employee's physician. Refer to the Family and Medical Leave Policy for more information.

I. SCHOOL ACTIVITY LEAVE

Eligible employees may take up to 40 hours each school year (not to exceed one work day in any calendar month) to participate in the school activities of a child, for school emergencies, or to find, enroll, or re-enroll a child in school or with a child care provider. Eligible employees include parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to twelve. Employees must use accrued vacation or compensatory time off. If accrued leave is not available, leave without pay may be used with the General Manager's approval. Employees planning to take time off for school activities must give reasonable notice to their supervisor. If both parents are employed by the District, the first employee to request the leave will receive the time off. The other parent will receive the time off only if the leave is approved by the supervisor. Employees may be required to provide documentation from the school.

J. TIME OFF TO VOTE

Employees who are registered voters may request time off to vote in an official state-sanctioned election if the employee does not have sufficient time outside of his or her

regular work hours to vote. The employee may, without loss of pay, take up to two hours of time off to vote. The time off for voting will be only at the beginning or end of the regular work shift, whichever allows for more free time to vote and least time off work. The employee requesting time off to vote will give the supervisor at least two days notice.

K. JURY DUTY OR WITNESS LEAVE

Employees will receive full pay for jury duty or witness leave, provided their jury duty or witness pay is turned over to the District. The District may request that employees apply to the Court for a postponement of jury duty if their absence would be detrimental to the District. Employees must notify their supervisor immediately when a jury duty notice or subpoena is received. Employees will continue to receive their regular District paycheck for the duration of such service but must maintain the time card provided by the Court and any pay received must be turned over to the District. If employees are excused for any part of a day, they must contact their supervisor.

L. MILITARY LEAVE

Employees who participate in military service or military reserve organizations are eligible for benefits under state or federal laws or regulations applicable to public agencies. If an employee is involuntarily called to active duty, in addition to legal requirements, the District will supplement military pay up to the difference between military pay and the employee's regular gross biweekly pay without overtime for up to one year. The District will also continue health, dental, and vision insurance for the employee and dependents; continue life and long-term disability insurance for the employee; pay equivalent retirement contributions; and continue retirement service credit and leave accruals for up to one year. If the involuntary active duty extends past one year, the Board will review the extension of pay and benefits on a case-by-case basis.

M. TIME OFF FOR VICTIMS OF VIOLENT CRIMES, DOMESTIC ABUSE, OR STALKING

Employees may take time off to: 1) appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; 2) seek medical or psychological assistance; or 3) participate in safety planning to protect against further assaults. Victim is any person who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or delinquent act, and also includes the spouse, parent, child, sibling, or guardian of the person. Employees taking this leave must give reasonable notice, or in cases of unscheduled or emergency circumstances, provide written proof of the absence within a reasonable time afterward.

SECTION VIII - EMPLOYER/EMPLOYEE RELATIONS

A. MEYERS-MILIAS-BROWN ACT (MMBA)

The Meyers-Milias-Brown Act (MMBA), under the jurisdiction of the Public Employment Relations Board (PERB), provides orderly procedures for the administration of employer/employee relations between the District and its employees. The employees have formed an Association and all employees may join and participate in these activities. The Association was formed for, among other reasons, the purpose of representation on all matters of employer/employee relations. Employees have the right to refuse to join or participate in the activities of the Association. Employees have the right to represent themselves individually in their employment with the District and may do so upon filing a written statement with the District Secretary. Employees will not be discriminated against, interfered with, intimidated, restrained, or coerced (by either the District or the Association) because they join and participate in the activities of the Association, because they refuse to join and participate in the activities of the Association, or because they represent themselves individually in their employment relations with the District.

The Association's scope of representation may include all matters relating to employment conditions and employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment, except that scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or established by the District.

B. VALLECITOS WATER DISTRICT EMPLOYEES ASSOCIATION

The Board recognizes the Vallecitos Water District Employees Association including its bylaws and employee functions, which includes the collection of dues by the Finance Department as a withholding from the employee's paycheck. The employee's organization is referred to as the "Association."

C. EMPLOYEE RELATIONS OFFICER

The General Manager is designated by the Board as the District's Employee Relations Officer to meet and confer with the employees who represent the Association and with employees who have filed a statement for individual representation.

D. MEET AND CONFER

"Meet and Confer in Good Faith" means that the Employee Relations Officer and the employee representatives of the Association, or individual employees, have the mutual obligation personally to meet and confer promptly upon request by either party; to continue for a reasonable period of time in order to freely exchange information, opinions, and proposals; and to endeavor to reach agreement on matters within the scope of representation prior to adoption of the fiscal year budget for the ensuing year. The parties

may meet at any time during the year or under the Memorandum of Understanding (MOU).

E. UNDERSTANDING AND AGREEMENT

Mutual respect and reasonable discussions with the parties should provide them with a beneficial understanding of common goals and needs. This understanding should produce an agreement to which all parties agree for submission to the Board for consideration. Failure to agree may require full Board discussion and consideration to arrive at an understanding and agreement.

F. CLOSED SESSIONS

The Board may hold closed sessions with the Employee Relations Officer and other staff members who are assigned to the Employee Relations Officer, prior to and during consultations and discussions with representatives of the Association regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits to employees in order to review the Board's position and to instruct the Employee Relations Officer.

G. REASONABLE TIME OFF TO MEET AND CONFER

The Association may select no more than two (2) employee members of the Association to attend scheduled meetings with the Employee Relations Officer on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the General Manager may approve the attendance at such meetings of additional employee representatives without loss of compensation.

H. DEFENSE OF PUBLIC EMPLOYEES

Upon request of an employee or former employee, the District will provide for the defense of any civil action or proceeding brought against the employee in the employee's official or individual capacity or both on account of an act or omission in the scope of employment as an employee of the District. A cross-action, counterclaim, or cross-complaint against an employee or former employee will be deemed to be a civil action or proceeding brought against the employee.

SECTION IX - DISTRICT RIGHTS

The District retains, solely and exclusively, the prerogative to change, modify, or rescind District ordinances, resolutions, rules, and regulations.

SPECIFIC DISTRICT RIGHTS RESERVED

The sole and exclusive rights of management which are not abridged by resolution or ordinance will include, but not be limited to, the following:

1. The right to determine the existence or nonexistence of facts which are the basis for a management decision.
2. The right to determine the nature, manner, and extent of services to be provided to the public and the methods of financing and types of equipment to be used.
3. The right to establish, continue, discontinue, or modify policies, practices, or procedures.
4. The right to determine, and to re-determine from time to time, the number, location, relocation, and types of its operations; the methods, processes, and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue processes or operations; or to determine the number of hours per day or week operations will be carried on and the schedules of or work thereof.
5. The right to select, determine, and schedule the number and types of employees required.
6. The right to assign work to such employees in accordance with requirements determined by management.
7. The right to establish and change work schedules and assignments.
8. The right to transfer, reclassify, promote, or demote employees; to lay off, terminate, or otherwise relieve employees from duty; and to determine the facts of lack of work.
9. The right to make and enforce safety and work rules for the maintenance of discipline.
10. The right to determine the exempt or nonexempt status of employees within regulatory requirements.
11. The District will reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to any ordinance or law in force and effect.

SECTION X - DISCIPLINE

Employee discipline is intended to be corrective in nature with the objective of obtaining compliance with rules, orders, procedures, standards of conduct, and competent job performance.

A. TYPES OF DISCIPLINE

Disciplinary procedures may include, but are not limited to, oral reprimand, written reprimand, suspension from duty without pay up to a maximum period of two weeks, reduction of pay, demotion, or termination. Supervisors may issue oral or written reprimands. All other forms of disciplinary actions are reserved for decision by the General Manager.

Disciplinary action is normally based upon, but not limited to, violations of District policies and the Standards of Conduct. In some situations, Supervisors may utilize counseling and guidance of employees, including referral to the Employees Assistance Program, prior to resorting to disciplinary action.

Oral reprimands and written reprimands are subject to review under grievance procedures. Suspension from duty without pay, reduction in pay, and demotion imposed by written notice to the employee stating the reason(s) are subject to review under procedures for reconsideration by the General Manager (Termination Procedure, paragraphs two through five). The General Manager's decision on reconsideration is final (see Judicial Review). Termination for cause is subject to review under Termination Procedures.

B. CORRECTIVE ACTIONS

It is not always necessary that the corrective action process commence with an oral reprimand or include every step. The above options are not to be seen as a process in which one step always follows another. Some actions, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, the intent and action of the individual, and the environment in which the offense took place. Management has the right to use any of the corrective steps it feels, in its own judgment, properly respond to the situation.

SECTION XI - GRIEVANCE PROCEDURES

The formal grievance procedure provides employees with a means by which a complaint, decision, or problem is formally reviewed and an answer or decision is given at progressively higher management levels. The formal grievance procedure is designed to supplement, not replace, routine methods of responding and settling employee problems. No supervisor will discourage employees from the use of the formal grievance procedure.

All regular employees may use the formal grievance procedure. The employee may choose a representative to assist in presenting the grievance.

The grievance must be in writing and should include:

- A statement of the District's policy, rules, or practices involved.
- A statement of the facts and events involved in the matter.
- An explanation of how the employee has been adversely affected.
- A statement of the corrective action requested and the reason the action is appropriate.

When warranted by unusual circumstances (illness, extended absences, etc.), the General Manager may extend the time limits indicated in the steps below.

Step 1

The employee will present the written grievance to the immediate supervisor within five (5) work days of the day on which the grievance arises or becomes known to the employee. The supervisor will respond in writing within seven (7) work days and include the employee the reason for the decision.

In this step, the supervisor will give the employee a full opportunity to explain the grievance and review all aspects of it. The supervisor will make all efforts to give a prompt answer; however, if more information is necessary or if the grievance involves a matter beyond the supervisor's authority, the supervisor will ensure that the problem is brought to the attention of the person with the responsibility to make such a decision. The supervisor will ensure the employee is aware of the right to proceed to Step 2.

Step 2

If the employee is not satisfied with the supervisor's reply in Step 1 and chooses to proceed to Step 2, the employee must present the written grievance to the Department Head within five (5) work days of receipt of the response. The Department Head will respond in writing within seven (7) work days.

Step 3

If the employee is not satisfied with the departmental reply in Step 2 and chooses to proceed to Step 3, the employee must present the written grievance to the General Manager or designee within five (5) work days. The General Manager will review the previous decisions and respond in writing within ten (10) work days. The decision of the General Manager is final.

SECTION XII - TERMINATION PROCEDURES

The availability of and the access to the termination procedure does not alter the at-will employment status of District employees. Except in an emergency, the following procedure will be followed:

A. WRITTEN NOTICE AND SEVERANCE PAY

The employee will be provided a written notice with the effective date of termination and the provisions of Judicial Review. The reasons for the termination may be stated in the termination notice provided that the reason(s) have been documented in the disciplinary termination filed in the employee's personnel file.

Except for disciplinary termination, regular employees, at the discretion of the General Manager, may be provided severance pay as follows: Up to two weeks of severance pay for two through five years of service; and, up to one month of severance pay for over five years of service. Acceptance of severance pay is a waiver of the right to request reconsideration of the termination.

B. EMPLOYEE'S REQUEST FOR RECONSIDERATION

An employee, other than an introductory employee, may request that the General Manager reconsider the decision to terminate the employee. The request for reconsideration must be submitted in writing within fourteen (14) days after the notice of termination has been mailed to the employee or personally delivered to the employee. In the event the request is not received within this period of time, the opportunity to request reconsideration will be waived.

A request for reconsideration must be in writing and must contain the following:

- The reason that reconsideration is requested.
- A summary of the factual information supporting the reasons for the request including written statements of other people and any documents to be considered.

The General Manager will determine if a hearing is appropriate and notify the employee.

C. CONDUCT OF THE HEARING

The General Manager will conduct the hearing in closed session, unless determined otherwise. The employee will be entitled to have representation to assist in the presentation of the request for reconsideration. The General Manager may designate a person to present the District's position with respect to the termination. The employee has the burden of proving that the initial decision to terminate the employee should be reversed and the employee should be retained by the District.

The hearing will be conducted in an informal manner; the General Manager will make the appropriate rulings with respect to procedure and the admission of evidence or information for consideration. The District and the employee will have the right to produce

evidence and witnesses and to cross-examine witnesses. The hearing may be recorded and transcribed. The District will pay for the initial costs incurred for Court Reporter's services and the preparation of the record. If the employee desires a copy of the transcript, the employee must pay for that copy.

D. WAIVER OF RECONSIDERATION

A failure to request reconsideration in the manner set forth in paragraph two above, acceptance of severance pay (in the case of a non disciplinary termination), or failure of the employee to appear at the time and place of the hearing will be deemed a waiver by the employee of reconsideration by the General Manager and acceptance of the termination.

E. NOTICE OF DECISION

The General Manager will notify the employee of the decision in writing. The time limit for judicial review of the final decision of the General Manager pursuant to the Code of Civil Procedure #1094.6 and District Judicial Review runs from the date the notice is deposited in the mail.

F. PETITION TO THE DISTRICT BOARD OF DIRECTORS

An employee has thirty (30) days from the date the General Manager's decision is deposited in the mail to petition the District Board of Directors for review of the General Manager's decision. In the event the Board of Directors determines that a review is appropriate, the examination will be based on the record of the General Manager's action.

In the event the Board of Directors denies the petition or determines after review to sustain the General Manager's decision, the time limit for judicial review of the Board's decision pursuant to Code of Civil Procedure #1094.6 and District Judicial Review runs from the date the notice is deposited in the mail. The Board will notify the employee in writing of the Board's decision.

Vallecitos Water District

RECRUITMENT AND SELECTION POLICY

Introduction

The District is an equal employment opportunity employer committed to hiring qualified applicants that can fulfill the District's mission of providing highly exceptional and sustainable services to the public. This policy provides an impartial, standardized process for recruitment and selection. Current employees are encouraged to apply for positions for which they are qualified. Recruitments are conducted by Human Resources unless the District contracts with a firm to assist with a particular position.

Policy

Vacant positions or newly created positions will be publicized by posting job announcements on the District's website and other methods necessary to recruit a sufficient pool of qualified candidates. Job announcements include the job title, compensation, hiring range, filing deadline, description of essential functions, required knowledge, skills, and abilities, and minimum qualifications. Upon request, reasonable accommodation, in accordance with the Americans with Disabilities Act (ADA) and other relevant laws, will be extended to all applicants throughout the examination process.

All applicants must submit a completed District employment application; resumes are not accepted in lieu of an application. Employment applications are only accepted when there is an announced and posted vacancy. Applications must be received by the deadline posted in the job announcement. The District will reject any applications which indicate on its face that the applicant does not possess the minimum qualifications required for the position, failed to provide or misrepresented any factual information required, or does not have a legal right to work in the United States. All applications are reviewed and all candidates notified of their status.

The examination process is job related for the specific position being filled to fairly measure the relative capabilities of a candidate to perform the essential functions of the position. Objective selection criteria may include, but are not limited to: minimum qualifications, employment application, oral interviews, written exams, and performance tests, or any combination of exams. A third party conducts the background investigations to verify employment history, education and other required credentials, criminal convictions, and credit history (if applicable). Criminal convictions are not an absolute bar from employment.

After the position specific examination process is complete, a conditional offer of employment may be extended to the selected candidate(s). The conditional offer is contingent upon a background investigation and medical exam, which may include a drug screen. The medical exam is based on the physical requirements of the position and is scheduled after all other testing and assessments are completed.

Vallecitos Water District

INTERNET AND ELECTRONIC COMMUNICATION SYSTEMS POLICY

Introduction

This policy was established to ensure all employees utilize the District's computers, mobile devices, internet, and electronic communication systems, in a legal, ethical, and appropriate manner. The overriding goal of this policy is to secure and protect the integrity of data that resides within the District's technology infrastructure, and prevent this data from being accessed and deliberately or inadvertently stored, transferred or carried on an unsecured computer, mobile device or over an unsecured network.

Policy

All devices connected to a District managed or unmanaged network, used to backup, store, or otherwise access District data of any type must comply with this policy. This includes devices outside of the District's direct control, such as personal mobile devices. Prior to initial use on the District network or related infrastructure, all devices must be registered with the District's Information Technology (IT) Department.

All employees of the District are subject to this policy and expected to read, understand, and comply fully with its provisions. There is no expectation of privacy with electronic communications. Personal use is allowed but must be kept to a minimum. Any unlawful, unethical, or inappropriate use of the District's internet and electronic communication systems is strictly prohibited and may be grounds for discipline.

Definitions

Devices: Desktop, home, or personal computers (PCs), laptops, notebooks, tablets/iPad's, cellular phones, used to access District resources, and any mobile device capable of storing District data and connecting to an unmanaged network.

Electronic Communication: All forms of the District's electronic communication systems and equipment used currently or in the future, including computers, e-mail, connections to the internet and other networks, voice mail, facsimiles, and telephones.

User: Anyone who uses the District's internet and electronic communications systems.

User Responsibilities

- Use reasonable physical security measures with all mobile devices.
- Password-protect all devices; do not leave passwords unsecured or share them.
- Install up-to-date anti-virus and anti-malware software on any non-District devices used to connect to the District's network.
- Do not modify District software or install applications without permission.

User Responsibilities (continued)

- Immediately report any unauthorized data access, data loss, and/or disclosure of District resources, databases, networks, etc.
- Immediately report any lost or stolen devices.
- Permanently erase all District related email, data and files from devices when no longer needed and/or after required retention period.
- Be aware of the possibility of emails being used for litigation or public records.
- Delete messages received that were intended for others and inform the sender.
- Keep personal use to a minimum.
- See full list of prohibited activities including, but not limited to, streaming, chain letters/emails, and gambling.

No Expectation of Privacy

No user should have any expectation of privacy with respect to information transmitted, received, or stored in any electronic communications systems or equipment owned, leased, or operated in whole or in part by, or on behalf of, the District. The District has a right to monitor all aspects of their computer systems and equipment usage, such monitoring may occur at any time, without notice, and without the user's permission.

Limited Personal Use

Personal use is any use that is not job related. Access to the internet through the District's network is a privilege and carries responsibilities reflecting responsible and ethical use. Employees may use the District's electronic communications system for personal use provided personal use is limited and kept to a minimum. Personal use cannot interfere with the user's productivity or work performance, or with any other employee's productivity or work performance. Actions cannot be illegal, unethical, inappropriate, or in violation of any District policies. In addition, personal use cannot adversely affect the efficient operation of the electronic communication systems.

Social Networking

All employees have an obligation to the District to ensure that any public communication, including social networking communications, do not negatively impact the District, its partners, customers, suppliers, etc. Only a select group of employees are authorized to publicly speak on behalf of the District. In addition, it is the employee's responsibility to regulate social networking to comply with this policy, including limited personal use. Employees are responsible for communications on social networks and can be sued by co-workers, competitors, customers, and any individual that views a social media post as defamatory, proprietary, harassing, or libelous. All policies that regulate off-duty conduct apply to social media activity.

Prohibited Activities

The following activities are illustrative of acts that are grounds for disciplinary action:

1. Accessing, transmitting, downloading, printing, or storing information with sexually explicit, pornographic, or obscene content.
2. Downloading or transmitting fraudulent, threatening, intimidating, inflammatory, defamatory, harassing, discriminatory, or otherwise unlawful messages or images.
3. Using the District's electronic communications system in any manner that violates the District's discrimination or harassment policies or commitment to equal employment opportunity.
4. Using the District's electronic communications system for a purpose that is found to constitute, in the District's sole and absolute discretion, a commercial use that is not for the direct benefit of the District.
5. Using the District's electronic communications system in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.
6. Blogging, spamming, or streaming on District computers.
7. Transmitting, displaying, storing, or inviting receipt of messages or information which involves election campaigning, requests for charitable or political contributions, advocating one's personal religious beliefs, or any other activity which would constitute solicitation in the workplace.
8. Initiating or sustaining chain letters.
9. Direct and indirect use of the internet and District electronic equipment participation in any gambling or wagering activities of any kind.
10. Publishing links from the District's web page, or posting the District logo, on any employee's personal website or web page without prior written consent.
11. Installing personal software applications, including programs and screensavers, to any District computer without the prior authorization of District management.
12. Copying, transmitting, storing, displaying, or inviting receipt of messages or information that contains confidential, proprietary, or sensitive information pertaining to the District including, but not limited to, engineering, security & safety, human resources, or legal issues.
13. Reading, recording, copying, or listening to messages or information delivered to another employee's e-mail or voicemail without authorization.
14. Sending messages with content those conflicts with any District policies, rules, or other applicable laws.
15. Any use that would be offensive to a reasonable person.

Access Control and Inspection

The District reserves the sole discretion to allow, refuse, or limit by physical and non-physical means, the ability to connect any devices to a District network or infrastructure. The District can and may establish audit trails of use without notice. Such trails will be used to track the attachment of an external device to a PC, and the resulting reports used for investigation of possible breaches or misuse. Access and/or connection to District networks may be monitored to record dates, times, duration of access, etc., in order to identify unusual usage patterns or other suspicious activity. This is done to

identify accounts/computers/mobile devices that may have been compromised by external parties. In all cases, data protection remains the District's highest priority. The District reserves the right, through policy enforcement and any other means necessary, to limit the ability to transfer data to and from specific resources on the District network.

Security

The District will manage security, network, application, and data access centrally using suitable technology. Any attempt to contravene or bypass said security will be deemed an intrusion attempt and access will be terminated. All devices and software for network and data access shall use secure data management. This includes the secure physical control of devices containing District data. In the event of a lost or stolen device, the device will be remotely wiped of all data and locked to prevent access. The District may also remove data no longer deemed appropriate at its sole discretion.

Passwords and other confidential data, as determined by the IT Department, are not to be stored unencrypted on mobile devices. All devices must be protected by a password, and all data stored on the device must be encrypted. Anti-virus software on any additional machines, such as a home PC, which access District data, must be up to date and is the sole responsibility of the user. All connections to the District network through an unmanaged network (i.e. the Internet) will be inspected by the District. Devices representing any threat to the District network or data will not be allowed to connect. Laptops, PCs, or iPad's may only access the District network and data using a Secure Socket Layer (SSL) Virtual Private Network (VPN) connection.

Hardware/Software

Addition of new hardware, software, and/or related components to provide additional mobile device connectivity will be managed and approved at the sole discretion of the District. Non-approved use of mobile devices to backup, store, and otherwise access any District-related data is prohibited. Modifications of any kind to District-owned and installed hardware or software or installation of mobile applications, without the express approval of the District, are prohibited. This includes, but is not limited to, any reconfiguration of the mobile device. The District will support approved hardware and software, but is not accountable for conflicts or problems caused by the use of unsanctioned media, hardware, or software.

Vallecitos Water District

DISCRIMINATION AND HARASSMENT POLICY

Introduction

The District is committed to providing a work environment that is free of discrimination, harassment, and intimidation. The intent of this policy is to provide guidance and consistent procedures for reducing harassment; provide clear guidance to employees/managers/supervisors regarding the appropriate handling of harassment complaints; and increase awareness.

Policy

The District prohibits all forms of unlawful harassment of any employee or individual. The District will take all reasonable steps to prevent harassment. No employee will be disciplined or retaliated against for complaining, or supporting the complaint of another, about harassment.

All employees of the District are subject to this policy and are expected to read, understand, and fully comply with its provisions. Employees who violate this policy may be subject to discipline, up to and including termination.

Definitions

Harassment: unsolicited and unwelcome behavior based on sex, race, religion, color, age, national origin, ancestry, marital status, medical condition, sexual orientation, sexual identity, gender, gender expression, gender identity, citizenship, genetic information, physical or mental disability, military or veteran status, or any other basis protected by law. Harassment can be written, verbal, physical, or visual, explicit or implied.

Harassment includes, but is not limited to, the following:

- **Verbal Harassment**: epithets, derogatory or vulgar comments or slurs; discriminatory jokes; sexually oriented comments; unwanted sexual advances or invitations;
- **Physical Harassment**: hitting, pushing, or assault; unwanted touching; impeding or blocking movement; other aggressive physical contact or threats, or any physical interference with normal work;
- **Visual Harassment**: derogatory posters, cartoons, drawings, photographs, or paraphernalia.

Sexual Harassment: includes sex harassment, gender harassment, and harassment based on pregnancy, childbirth, medical conditions related to pregnancy or childbirth, breastfeeding and related medical conditions. Sexual harassment is any unwelcome sexual advances, or requests for sexual favors or conduct of a sexual nature when:

- Such conduct is offensive to a reasonable person who is the object of such activity. The conduct does not need to be motivated by sexual desire.
- Submission to such conduct is explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting that individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

Required Training

All employees receive discrimination, harassment, and respect in the workplace training periodically as needed. Managers and supervisors are required to receive sexual harassment training every two years as required by law. In addition, new managers and supervisors are required to receive sexual harassment training within 6 months of appointment. New employees receive sexual harassment training during orientation.

Reporting Harassment

If you believe that you or another individual has been harassed, you should promptly report the matter to your supervisor, orally or in writing. If your supervisor is involved in the reported conduct, or if you are uncomfortable about making a report to that supervisor, the report should be made to any other supervisor, manager, Human Resources, the Assistant General Manager, or the General Manager. Complaint reports should include details of the incident, names of individuals involved, and the names of any witnesses.

Supervisors observing such harassment shall take immediate action to stop such behavior and report the incident immediately to the General Manager.

Complaint Process

All complaints of harassment will be promptly investigated. The investigation may include, but not be limited to, interviewing personnel, taking written statements, and notifying the accused employee of the allegations. In cases involving allegations of sexual harassment, efforts will be made to protect the privacy and anonymity of all parties involved. If deemed appropriate, the General Manager may recommend counseling or take other corrective action.

If a complaint is determined to be valid, appropriate remedial or disciplinary action will be taken, which may include termination of employment of any individual who is found to have violated this prohibition against unlawful harassment.

Vallecitos Water District

WORKPLACE VIOLENCE POLICY

Introduction

As part of the District's commitment to provide a safe place for employees to work, and to safeguard the public, a Workplace Violence Policy was established. The intent of this policy is to provide guidance and consistent procedures for reducing the risk of workplace violence; provide clear guidance to employees/managers/supervisors regarding the appropriate handling of threats or acts of violence; increase awareness throughout the organization for the need to safeguard employees and the public by providing a safe working environment; establish zero tolerance for acts or threats of physical violence; and establish a Workplace Violence Team to respond to acts of threats of physical violence.

Policy

It is the District's policy not to tolerate acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the District, or which occur on District property. The prohibition against threats or acts of violence applies to all persons involved in District operations including, but not limited to, District employees, temporary employees, contract workers, and anyone else on District property. Violations of this policy, by any individual, will result in disciplinary and/or legal action as appropriate. All employees of the District are subject to this policy and are expected to read, understand, and comply fully with its provisions.

Employee Responsibilities

All employees are responsible for behaving in a respectful and professional manner toward their coworkers and others with whom they may come in contact.

Employees are responsible for reporting acts of a threatening or violent nature, directed at them or others, to their manager or supervisor. *It is imperative that employees inform the District of threats or acts of violence, as the District cannot do anything to remedy the situation if it does not know it exists.*

Definitions

Workplace: Any location where District employees perform District work or any facility/location owned or leased by the District.

Workplace Violence: Any intentional conduct which is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for their personal safety, or the safety of family, friends, or property, such that employment conditions are altered and become hostile, abusive or intimidating for one or more District employees.

Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of physical violence occurring on District property, regardless of the relationship between the District and the parties involved in the incident;
- Threats or acts of physical violence occurring off District property involving someone who is acting in the capacity of a representative of the District;
- Threats or acts of physical violence occurring off District property involving an employee of the District, if the threats or acts affect the business of public interests of the District;
- Threats or acts of physical violence resulting in the conviction of an employee, an agent of the District, or individual performing services for the District on a contract or temporary basis, under any criminal code provision relating to acts of physical violence or threats which adversely affect the legitimate business or public interests of the District.

Specific examples include, but are not limited to, the following:

- Threatening physical or aggressive contact toward another individual or his/her family, friends, associates, or property;
- The intentional destruction or threat of destruction of District property;
- Harassing or threatening phone calls, text messages, e-mails, or notes;
- Surveillance, stalking, or veiled threats of physical harm, or similar intimidation.

Enforcement

Any person who engages in a violent act or threatens a violent act in the workplace may be removed from the premises as quickly as safety permits and may be required, at the District's discretion, to remain off the workplace pending the outcome of an investigation in to the incident. When threats are made or acts of violence are committed by a District employee, the District will determine what actions are appropriate, including evaluation by a threat assessment specialist, medical evaluation, and/or disciplinary action.

If fear of violence is imminent, all employees should exercise sound judgment and contact the appropriate responding authority (Sheriff's Office, Police Department, etc.). Under this policy, decisions may need to be made to prevent a threat from being carried out, a violent act from occurring, or a life threatening situation from developing. No existing District policy or procedure should be interpreted in a manner that prevents implementation of such a decision.

Vallecitos Water District

201 Vallecitos de Oro, San Marcos, CA 92069

760-744-0460

Rhondi Emmanuel
Administrative Services Manager
Privacy Officer
760-744-0460
remmanuel@vwd.org

Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

Your Rights

You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

➤ **See page 2 for more information on these rights and how to exercise them**

Your Choices

You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and sell your information

➤ **See page 3 for more information on these choices and how to exercise them**

Our Uses and Disclosures

We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests and work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

➤ **See pages 3 and 4 for more information on these uses and disclosures**

Your Rights

When it comes to your health information, you have certain rights.

This section explains your rights and some of our responsibilities to help you.

Get a copy of your records

- You can ask to see or get a copy of your information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your records

- You can ask us to correct your records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say “yes” if you tell us you would be in danger if we do not.

Ask us to limit what we use or share

- You can ask us **not** to use or share certain information for payment or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health plan information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Other uses and disclosures not described in this notice

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Help manage the health care treatment you receive

- We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- **We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.** This does not apply to long term care plans.

Example: We use health information about you to develop better services for you.

Pay for your health services

- We can use and disclose your health information as we pay for your health services.

Example: We share information about you with your dental plan to coordinate payment for your dental work.

Administer your plan

- We may disclose your health information to your health plan sponsor for plan administration.

Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

continued on next page

How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

- We can share health information about you for certain situations such as:
 - Preventing disease
 - Helping with product recalls
 - Reporting adverse reactions to medications
 - Reporting suspected abuse, neglect, or domestic violence
 - Preventing or reducing a serious threat to anyone’s health or safety

Do research

- We can use or share your information for health research.

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

Respond to organ and tissue donation requests and work with a medical examiner or funeral director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers’ compensation, law enforcement, and other government requests

- We can use or share health information about you:
 - For workers’ compensation claims
 - For law enforcement purposes or with a law enforcement official
 - With health oversight agencies for activities authorized by law
 - For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

State notice of privacy practices

As stated in our Health Insurance Portability and Accountability Act (HIPAA) notice, we must follow state laws that are stricter than the Federal HIPAA privacy law.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.

Effective date of notice: 01/01/2015

This Notice of Privacy Practices applies to the following organization. For information regarding claims contact:

**Vallecitos Water District
Human Resources Department
201 Vallecitos de Oro
San Marcos, CA 92069
760-744-0460**

Vallecitos Water District

RETURN TO WORK PROGRAM

Introduction

The Vallecitos Water District recognizes its employees are a critical part of its operation, and the Return-To-Work Program (RTWP) is intended to provide temporary modified work assignments and duties, when reasonable, for employees who are partially disabled due to work-related illness or injuries. The RTWP does not modify or enhance any available federal or state programs.

Policy

The District will use reasonable efforts to return ill or injured employees back to work, provided this will not cause any harm to the employee, others, or District property. The RTWP provides a reasonable period for the return to full time employment, and will not exceed 60 working days without approval from the General Manager. Only employees who suffer a work-related illness or injury are eligible to participate in the RTWP, and the program is **mandatory** for those employees. If an employee does not report to work (modified or regular work) when medically released, or when leave has expired, the employee may not be eligible for TTD payments.

Hours worked are credited to the employee's contribution into the California Public Employees' Retirement System. Hours worked in the program are considered "hours worked" in the computation and eligibility for fringe benefits (such as vacation, holiday, and sick leave accruals). Compensation will be paid at the employee's normal compensation pay rate instead of the lesser temporary disability indemnity payment. The District will cooperate in scheduling time off for medical appointments. ACWA/JPIA will reimburse employees for mileage while attending doctor and physical therapy appointments in their personal vehicle. The Safety Technician will coordinate the RTWP, including reviewing and updating the program to meet the needs of the District and its employees.

Works Assignment(s) and Duties

The District will consider temporary or modified assignments and duties, provided productive work exists within the District. The first priority will be to return the employee to the same position, if possible, based on the medical restrictions prescribed by the attending physician. The District maintains the right to assign employees in the RTWP modified duties that will not exceed their restrictions and capabilities.

All duties and assignments will be determined by the Safety Technician and the supervisor the employee will be reporting to while performing temporary modified work assignments. The employee's work duties may be changed and frequently modified to reflect increased work capacity of the participating employee, as directed by the

attending physician. In no case shall employees in the RTWP work overtime. When an employee is assigned to their same department, the employee will perform modified duties during the regular scheduled days/hours. If assigned to another department, work hours will be assigned based on the schedule and needs of the department. If a productive modified duty assignment is no longer available, the employee will revert to Temporary Total Disability (TTD) until released to full duty or declared Permanent & Stationary.

Employee Responsibilities

- Comply with all medical advice and directives prescribed by the attending physician.
- Work within the physical limitations set by the physician at all times and perform only those temporary duties assigned. Advise the Safety Technician and/or supervisor of any difficulties performing assigned tasks.
- Attend all scheduled doctor appointments and participate in follow-up rehabilitation treatment as necessary. Sick leave may be used for all time off associated with doctor appointments, physical therapy and other items associated with the injury or illness.
- Get supervisor approval in advance of missing work for a medical appointment, making every effort to schedule medical appointments at the beginning, end, or outside of the employee's work schedule to minimize disruption.
- Have all time off approved by the supervisor of the assigned department and notify the Safety Technician.
- Employees will keep the Safety Technician and supervisor informed of any changes or modifications to work restrictions made by the attending physician. An employee may not leave the program unless specifically coordinated with the Safety Technician and released to full duty by the attending physician.

Procedure

Medical Release with Restrictions:

1. If the physician releases the employee with restrictions, the employee will contact the supervisor immediately. The supervisor and Safety Technician will discuss with the employee the restrictions and impacts upon the employee's usual duties and essential functions.
2. The Safety Technician will coordinate with the supervisor to determine whether the employee's duties or assignment can be modified to meet the restrictions. If modified work duties and/or assignments can be reasonably accommodated, a *Transitional Duty/Assignment Form* will be completed and signed by the employee, supervisor, Safety Technician, and Administrative Services Manager.
3. Upon approval, an employee whose medical restrictions can be accommodated by modified duty or work assignment will begin participating immediately in the RTWP. California requires a three-day waiting period before temporary disability or temporary partial disability benefits commence (unless hospitalized); therefore,

the employee may choose to use available sick leave in lieu of reporting to the RTW Program during those first three days.

4. The employee is required to report to the Safety Technician at the beginning of the first day of RTWP participation. The Safety Technician will provide the employee with an introduction and overview of the program. RTWP assignments and duties are temporary and may change daily depending on the needs of the District.

Medical Release to Full Duty: If the physician releases the employee to full duty with no restrictions, the employee must report this to the supervisor immediately. A signed physician's release from the primary treating physician indicating a release to full duty must be submitted to the Safety Technician for review and approved by the Administrative Services Manager **before** the employee returns to full duty.

Vallecitos Water District

MEETINGS, SEMINARS, AND CONFERENCES ATTENDANCE POLICY

Introduction

Directors and employees may attend conferences, meetings, seminars, training, and other functions for the purpose of furthering the interests of the District. Cost for travel and associated expenses for these events will be paid or reimbursed by the District under this policy. Directors' travel and payment of per diems for attendance at meetings, seminars, trainings, or conferences is authorized by District ordinance.

Policy

All travel should be prudently planned, ensuring the best interests of the public are served at the most reasonable cost. Expenses should be ordinary and necessary in order to conduct District business. Directors and employees are expected to abide by this policy, and exercise the same economy as a practical person when traveling, bearing in mind that public funds are in use.

The General Manager or designee will review expenses for compliance with this policy, and only those considered reasonable and necessary will be approved. Costs incurred for travel companions, pleasure tours, unrelated social events or side trips, and extended travel days are examples of expenses that are not allowed. If travel or registration expenses are incurred by the District and not used, the attendee may be required to reimburse the District unless the reason was due to personal illness, or events that prevented a good faith effort to attend. These events could include transportation delays or cancellations, meeting cancellations or date changes, or a sudden event within the District that requires the employee's presence.

Travel Arrangements

All travel arrangements for Directors will be made through the office of the General Manager. Employees must obtain department manager approval before registering or requesting travel arrangements. All overnight travel arrangements for employees will be made by the designated staff in Finance and Operations. Non-overnight travel arrangements for employees will be coordinated with the respective department staff. Attendees may, at the time of making travel arrangements, request a travel expense advance, not to exceed three hundred (\$300) dollars to cover incidental travel costs not prepaid by the District. The advance must be declared on the expense claim form and the attendee is responsible for reimbursing the District if the amount exceeds the total eligible expenses. Registration fees should take advantage of early registration discounts and be paid beforehand when possible. If registration fees cannot be paid ahead of time, a check will be delivered to the attendee for payment upon arrival.

Expense Claim Form

To properly track and verify all travel-related expenses, an expense claim form will be turned in by Directors for all travel, regardless of whether an expense was incurred. Employees must submit an expense claim form for overnight travel. For non-overnight travel, employees are responsible for submitting an expense claim form if reimbursement is requested for an expense that was not paid for by the District, including mileage. Claim forms with adequate supporting documentation must be submitted to Finance within 30 calendar days from the end of the travel.

Transportation

Travel should be by the most economical direct route considering the mode of transportation used. In all cases, if an attendee prefers one means of transportation over another for any reason, reimbursement or advance payment will be made for the lower cost option and the attendee is responsible for paying the difference in cost. Air transportation must be coach or economy class, utilizing frequent flyer mile credits, and promotional, corporate, or other discounts. Train transportation may be used when reasonable. Mileage for travel to an airport or train station may be reimbursable. A rental car may be used if local transportation by shuttle, bus, or taxi is not reasonably available. Multiple attendees are encouraged to share the use of rental cars, taxis, and shuttles when practical. Rental car insurance is not necessary and will not be reimbursed. Parking fees necessary to travel, such as airport, hotels, or event parking, are reimbursable.

The District will reimburse for approved mileage according to the IRS established rate. All mileage will be calculated based on the roundtrip distance between the District office and the event, if travel commences from the District. If travel commences from the employee's home, resulting in less mileage traveled to the event, the employee is responsible for adjusting the claimed mileage to reflect the lesser amount. District Managers may not claim mileage for travel within San Diego County. When multiple staff are attending and driving to the same event, a District vehicle will be utilized if available, and gasoline costs incurred will be reimbursed.

Lodging

Lodging will be paid by the District, for single occupancy, at the group or government rate established for the conference. Lodging for an overnight stay prior to the beginning or after the end of the function may be paid by the District if the function starts too early or ends too late to permit reasonable travel. The cost for all nonessential items charged to the lodging bill, such as movies, valet or laundry service, beverages and snacks (unless consumed as a regular meal), etc., are not eligible for reimbursement. The costs of basic travel amenities, such as shampoo, toothpaste, etc., are not eligible for reimbursement. Telephone calls to conduct District business, reasonable and necessary personal calls to attendee's residence, or local calls to arrange transportation, meals, and other related expenses are eligible for reimbursement.

Meals

The District will pay or reimburse Directors for actual and necessary meal expenses incurred in the performance of official duties while attending approved meetings, conferences, and seminars. Expenses include non-alcoholic beverages and reasonable tips. Meal expenses for employees while attending education courses, conferences & seminars, or on other District business, will follow the IRS regulations relating to meal reimbursements for government employees. Alcoholic beverages are not eligible for reimbursement. For overnight stays, the District will pay or reimburse reasonable costs for meals, including tips. For day trips, where the employee drives to and from the event in one day, the District will not pay or reimburse meal expenses unless it is determined that the meal is directly related to, or associated with, the active conduct of the District's business. Active conduct is when an employee is directly involved in the organization or presentation of the event, or when District business is the main focus.

Vallecitos Water District

TUITION REIMBURSEMENT PROGRAM

Introduction

The District encourages and financially assists employees with their education advancement to improve their job knowledge, skills, and capacities on their present job; to prepare for advancement within District employment; and to assist the District in achieving maximum use of human resources in attaining departmental goals through employee development. This program falls under IRC Section 127 "Educational Assistance Programs" which excludes reimbursements from an employee's taxable income. This policy does not cover expenses for seminars, conferences, conventions, workshops, short courses, institutes, or other training programs.

Policy

Employees are eligible for the program once they have successfully completed twelve (12) months of employment in a regular, full-time position. The District will reimburse eligible employees for courses that are related to the employee's work, District work the employee may reasonably perform in the future, or required for employee's job/District work related degree or certificate. Courses must be taken on the employee's own time at accredited colleges or universities, or approved trade or correspondence schools.

Pre-approval is required before enrolling in a class. Audited, repeat, or incomplete courses will not be reimbursed. A minimum final grade "B" or equivalent is required. Any Veterans' education benefits must be used first. Reimbursement is a maximum of twenty-five hundred (\$2,500) dollars per employee each fiscal year, recognizing that departments will budget based on estimated demand. Tuition, registration fees, textbook costs, and laboratory fees are reimbursable. Expenses for parking, travel, meals, and other incidentals are not reimbursable.

Employees are expected to remain employed by the District for a minimum of one year after receiving reimbursement up to \$2,500, and two years for cumulative reimbursements that exceed \$2,500. Unless leaving because of a potential layoff, employees who voluntarily separate from the District prior to completing the minimum service must make payment arrangements for the full reimbursement due at separation.

Procedure

Prior to enrolling in a course of study, the employee must submit an Education Program Approval form for each class (only one form for a degree or certificate program) to Human Resources, with attached school curriculum requirements. Human Resources and the employee's department will verify compliance with this policy. After the course is completed, the employee may submit a Tuition Reimbursement Request form to Human Resources with proof of grade and receipts.

Vallecitos Water District

COMPUTER PURCHASE PROGRAM

Introduction

The goal of the Computer Purchase Program is to elevate the technology skills of employees by encouraging the purchase and use of computer equipment which enhances the employees' knowledge and/or job skills, enabling them to do their jobs better or prepare them for advancement within the District.

Policy

Board members and regular full-time employees who have completed their introductory period are eligible for a loan under the program. The loan can be used for an initial equipment purchase and/or to finance upgrades to their computer system through this program up to the loan limits. The computer must be compatible with District equipment and software. Equipment purchased through the loan program is limited to the employee's own use and that of household members.

A maximum of \$2,000 will be loaned at 6% simple interest for systems determined to be compatible with current VWD systems. Loan payments will be made through payroll deduction on a biweekly basis. The loan payment will be \$53.00 per pay period (\$50.00, including 6% interest) for a maximum of 40 pay periods. Only one loan per participant until loan is repaid. Loans may be paid early without prepayment penalties. Loans are due and payable in full upon termination of employment for any reason.

A check will be made payable to the vendor or vendors of the hardware, software, or other equipment, up to the maximum loan amount. The employee may also purchase the equipment and submit receipts for reimbursement; however, the equipment must be approved by the Information Technology (IT) Department. Approval is not guaranteed.

A written loan agreement between the District and participant is required. The loan agreement will outline the responsibilities of the participant, terms of agreement, payroll deduction arrangements, and other conditions of the program. The agreement must be signed and dated before submission of application. The participant agrees to hold the District and its employees free and harmless from any and all damages or injuries resulting from the use of items purchase through this program. The District does not assume any liability for damage or theft of equipment. District staff will not set-up or "troubleshoot" personal computer equipment.

Procedure

Relevant paperwork, obtained through the IT Department, must be completed and turned in prior to purchase or reimbursement. Employees requesting reimbursement must complete and sign the promissory Note/Authorization for Payroll Deduction.

Vallecitos Water District

FAMILY AND MEDICAL LEAVE POLICY

Introduction

To the extent not already provided for under current leave policies, the District provides job-protected family and medical leave for eligible employees as required by federal and state laws including the Federal Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

Policy

Under various federal and state laws, unpaid job-protected leave is permitted in a 12-month period for qualifying medical and family issues. For purposes of calculating the 12-month period, the District uses the calendar year. Leave may be taken all at once or intermittently. Employees may use sick (unless for bonding time), vacation, floating holidays, or compensatory time, or take the leave unpaid. Human Resources will provide information on paid leave benefits provided by the State and/or the District.

Definitions

“Serious health condition” includes an injury, illness, impairment or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care; any period of incapacity: (a) requiring absence of more than three (3) calendar days from work, (b) requiring continuing treatment by a healthcare provider for a chronic or temporary serious health condition or (c) pregnancy-related disability.

“Child” is biological, step (serious health conditions only), foster, or adopted child under age 18, or 18 or older and incapable of self-care due to mental or physical disability.

“Parent” is the employee’s biological, step, foster, or adoptive parent, or an individual who stood in loco parentis (in place of parent) during childhood.

“Bonding time” is taken for a newborn, foster, or adoptive child within the first 12 months of birth or placement. Except for twice a year, bonding time is a minimum of 2 weeks.

Types of Leave

FMLA and CFRA provide up to 12 weeks of leave for the following reasons: the employee’s own serious health condition, including treatment appointments; to care for a child, spouse, registered domestic partner, or parent with a serious health condition; birth or placement of a child, including bonding time; and pregnancy-related disability (FMLA only). FMLA also allows up to 26 weeks for qualifying care of a service member or when a qualifying family member is on, or called to, active military duty. PDL allows up to 4 months (17 ¾ work weeks) of leave to an employee with a pregnancy-related disability, including prenatal appointments and conditions prior to birth of a child.

Eligibility

To be eligible under FMLA/CFRA, employees must be employed for at least 12 months, and worked at least 1,250 hours during the 12 months preceding the start of leave. In most circumstances, leave under federal and state law will run at the same time. FMLA/CFRA will run concurrent with Worker's Compensation leave. In cases in which both parents are District employees and entitled to leave, leave may be limited to 12 weeks if it is taken for bonding time.

Employees are eligible for PDL upon hire. In the case of an employee with a regular schedule of less than 80 hours per pay period, PDL may be prorated. FMLA will run concurrent with PDL. In addition to time off under FMLA and PDL, an employee may request up to 12 weeks of bonding time under CFRA.

Employee Responsibilities

Requests for protected medical leave must be made 30 days in advance, unless the need for leave is sudden or unforeseen. The District's medical certification form must be completed by the treating healthcare provider before leave will be allowed under the law. If the District has reason to doubt the validity of a certification, it has the right to request a second opinion from a different healthcare provider. If those medical opinions differ, the District may require a third provider opinion, approved jointly but paid for by the District. The opinion of the third healthcare provider will be binding. For an employee's serious health condition, a return-to-work note is required before the employee will be permitted to work.

While on approved leave, the employee is responsible for paying their share of medical premiums, computer loans, or any other amounts owed to the District. It is the employee's responsibility to apply for monetary benefits, such as disability insurance. Employees taking intermittent leave should make reasonable efforts to schedule appointments at a time that is least disruptive to District operations. Employees must notify Human Resources of any change in their status. Employees who misuse or abuse protected family leave may be disciplined up to and including termination.

District Responsibilities

The District must respond to leave requests within 5-10 days, depending on the type of leave. During leave, the District will maintain health insurance at the same level and under the same conditions as when employee was active. Upon termination of leave, and if the employee can return to work, the District will reinstate the employee to the same or equivalent position held before leave commenced. The District may deny reinstatement to "key employees" if the denial is necessary to prevent substantial and grievous economic injury to the District. Employees will be notified at the time leave is designated whether they are a "key employee".

Vallecitos Water District

EMPLOYEE RECOGNITION PROGRAM

Introduction

The District's Employee Recognition Program recognizes employees in a variety of ways for their personal and team contributions in the promotion of efficiency, initiative, and morale in support of the District's Mission and Vision. The program is designed to create a culture of employee recognition; improve the working environment and employee morale; motivate employees to be successful; and acknowledge achievements. This program is separate from other District policies including merit increases and reimbursement for certification renewals and exams.

Policy

The Board of Directors hosts an annual Employee Recognition Luncheon to present service awards and give each employee a gift as a token of appreciation. The way the Board chooses to recognize employees may change from time to time. Employees who receive certifications and other individual achievements may be recognized at a regular Board meeting. Other forms of recognition are at the discretion of the District. The total cost of awards per year will not exceed \$8,000 (excluding service awards). All employees are eligible to receive recognition awards unless otherwise indicated. An employee, supervisor, or manager cannot nominate a spouse, domestic partner, significant other, or family member who are also employed by the District.

Lump sum bonuses and gift cards are taxed and treated as taxable compensation as required by IRS regulations. All other awards provided for herein are considered de minimis fringe and may be excluded from income. None of the awards set forth herein are considered special compensation items and may not be included in compensation earnable for purposes of determining an employee's CalPERS pension benefits.

Service Awards – certificates presented by the Board with gift cards in \$25 increments for every 5 years of service.

Individual Achievement Awards – lump sum bonuses of \$100-\$500 awarded by the General Manager (GM) for significant personal accomplishments including obtaining new job-related certifications, degrees or professional licenses, and state or local awards from external organizations (ex. employee or supervisor of the year). An employee may receive one individual achievement award per year. The GM has the sole discretion to determine if award criteria is met and the amount of the bonus up to the \$500 maximum.

Organizational Achievement Awards – lump sum monetary awards awarded by the Board with gainsharing funds (refer to District Resolution for more information), or when the District, specific department or function, receives state or local awards from external organizations (i.e. CSDA, CWEA, or CASA).

Water Winners – a group of employees, usually in different departments, nominated by a supervisor or manager for working together to complete a special project (i.e. Water Academy) or other accomplishments. With GM approval, Human Resources will assist with the planning of a breakfast or lunch event and provide food from select local restaurants for an onsite team celebration.

Aqualades – certificates from department managers when the public or other employees provide feedback on employees going 'above and beyond' normal job duties. The winner of a quarterly raffle receives a \$50 gift card.

Ripples – spot awards or small tokens of appreciation from supervisors or managers to employees such as gift cards, drink/food items, or other nominal gifts up to \$10 per employee not to exceed \$50 per month awarded by each supervisor or manager. Reimbursement for the cost of spot awards may be made through petty cash with appropriate approvals. Supervisors and managers must be aware of the appearance of favoritism and should distribute awards fairly amongst staff as warranted by performance.

Waves – peer awards are compliments and thank you's from one employee to another, submitted in writing with supervisor verification. The winner of a quarterly raffle receives a \$25 gift card.

Procedures

Written nominations may be submitted via email to the employee's supervisor and/or Human Resources. Lump sum bonuses will be processed through standard payroll procedures. All gift card awards must be reported to payroll by supervisors or managers.