Employee Handbook

Revised September 2026

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INTRODUCTION

This Employee Handbook (Handbook) is a summary of personnel policies, benefits, and work rules related to employment with Calleguas Municipal Water District (District). All District Employees are subject to the provisions in this Handbook. Italicized entries are direct excerpts from the District's Administrative Code. Any section numbers noted within italicized entries refer to sections within the Administrative Code, not the Handbook.

If you have questions about this Handbook and/or the policies and practices related to your employment, please ask your Supervisor, Manager, or the Human Resources and Risk Management Department. Please understand that this Handbook is not a contract of employment and does not guarantee your continued employment.

This Handbook supersedes all prior oral and written policies that conflict with its provisions. The District reserves the right to modify or change any of the policies or procedures contained in this Handbook from time to time. Any changes will be in writing. No oral statements, representations, conduct or practices of any officer or Employee of the District will modify any of these policies.

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PART 1 - GENERAL PROVISIONS

1.1 ADMINISTRATIVE CODE

Portions of the District Administrative Code (Code) are incorporated into the Handbook and shown in italicized font.

1.2 SEVERABILITY

If any part of the Handbook is, for any reason, held to be invalid or unenforceable, such decisions shall not affect the validity of the remaining portions of the Handbook.

1.3 GENDER, TENSES, AND NUMBER

As used in the Handbook, the present tense includes the past and future tenses and the future tense includes the present tense; the masculine gender includes the feminine gender and the feminine gender includes the masculine gender; and the singular includes the plural and the plural includes the singular.

1.4 AMENDMENT

The Handbook may be amended, modified, changed or repealed only by action of the General Manager, in his or her sole discretion. Employees will be notified in writing or by e-mail of all changes before they take effect.

1.5 DEFINITIONS

As used in this Handbook, unless otherwise specifically provided or the context otherwise requires, the following terms shall have the following meanings:

"Assistant Manager" refers to a person who assists a Manager in overseeing the functioning of a District department and acts with the Manager's full authority when necessary.

"Board" *refers to the Board of Directors of Calleguas Municipal Water District.*

A "**day**" consists of a 24-hour period beginning and ending at midnight.

"Deputy General Manager" *refers to the then serving Deputy General Manager.*

"Director" *refers to an elected or appointed member of the Board.*

"District" *refers to Calleguas Municipal Water District.*

"District Counsel" refers to the then serving legal counsel to the Board.

"Employee" refers to a District employee.

"General Manager" refers to the then serving General Manager of the District.

"Hourly Rate" means the Employee's annual salary divided by 2,080 hours.

"Manager" refers to a person who oversees the functioning of a District department and the Executive Strategist. Manager does not include Project Managers in the Engineering Department.

"Person" refers to any person, firm, or legal entity.

"President" refers to the Director then serving as President of the Board.

"Regularly Scheduled Workdays" are *Monday through Friday except as follows:*

(a) *A Supervisor may assign an Employee to work on Saturday and/or Sunday as regularly scheduled workdays if the Employee is allowed to take off an equivalent number of days from Monday to Friday. This action requires the Employee to work* forty hours *within the defined seven-day workweek.*

(b) *For Operators assigned to a 12-hour day or night shift, "Regularly Scheduled Workdays" are those days on which the Employee is assigned to work, as listed on the published monthly schedule.*

(c) *For all employees except Operators, start and stop times may be changed by a supervisor with 12 hours' notice in order to meet District needs.* Regular pay will apply to the regularly scheduled hours worked and any overtime will be calculated as described in 6.2 Overtime.

"State" shall mean the State of California.

"Supervisor" refers to a person who administers an Employee's annual performance evaluation and approves his or her timesheet.

"Workday" *for purposes of overtime calculation, begins at the start of the Employee's regularly scheduled shift and ends 24 hours later.*

"Workweek" is a fixed and regularly recurring period of 168 hours consisting of 7 consecutive 24 hour periods.

(a) 5/40 Alternative Work Schedule - A 5/40 work schedule shall consist of five 8-hour days equaling 40 hours per workweek, with the workweek defined as beginning at 12:00 a.m. on Saturday and ending at midnight the following Friday.

(b) 9/80 Alternative Work Schedule - The 9/80 work schedule, for purposes of computing overtime, is defined as beginning exactly 4 hours into the 8 hour shift on the day of the week that corresponds with the employee's alternating regular flex day off.

Example: Friday On/Off:

Wk	*F*	*Sa*	*S*	*M*	*T*	*W*	*Th*	*F*	*Total*
1	*0*	*0*	*0*	*9*	*9*	*9*	*9*	*4*	*= 40*
2	*4*	*0*	*0*	*9*	*9*	*9*	*9*	*0*	*= 40*

(c) 4/10 Work Schedule - A 4/10 work schedule shall consist of four 10-hour days equaling 40 hours per workweek and is defined as beginning at 12:00 a.m. on Saturday and ending at midnight the following Friday.

(d) The Operators' workweek begins at 12:00 a.m. on Monday and ends at midnight the following Sunday.

(e) The General Manager, or designated representative(s), shall be empowered to arrange work schedules in alternate time distributions provided that such alternate distributions are in the best interests of the District. All employees of the District are subject to call for emergencies that are inherent in the District's responsibilities.

PART 2 - EQUAL OPPORTUNITY & ETHICAL PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The District is an equal opportunity employer. The District does not discriminate against qualified employees or applicants because of race, color, religion, sex, sexual preference, sexual identity, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, military status, exercise of reproductive rights, status as cannabis user off-duty and away from the job, or any other characteristic protected by federal or state law or local ordinance.

2.2 ANTI-HARASSMENT, ANTI-DISCRIMINATION AND ANTI-RETALIATION POLICY

(a) The District is committed to a workplace free of harassment, discrimination, intimidation, discriminatory practices, retaliation, or other unlawful conduct. Every employee is entitled to a workplace environment in which he or she is treated respectfully and courteously. The District's expectation is that all employees will treat each other with dignity and mutual respect in a workplace environment that is free from bullying, bias, prejudice, and harassment. The District commits to creating and maintaining a workplace environment that is free from employment practices prohibited by law.

(b) This policy applies to Employees, as well as vendors, customers, contractors, volunteers, people providing services under contract, and other people with whom Employees come into contact while working.

(c) The law prohibits Employees and other people with whom Employees come into contact while working from engaging in conduct prohibited by the California Fair Employment and Housing Act. This includes, but is not limited to, harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on a number of protected categories, including: sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status, use of cannabis off the job and away from the workplace, or a combination of these characteristics, those who exercise their reproductive rights or any other basis protected by federal, state, or local law, ordinance, or regulation. It also prohibits discrimination, harassment, and disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

The District shall not discriminate or retaliate against an employee who is the victim of a crime, i.e., against whom a "qualifying act of violence" has occurred. A qualifying act of violence includes domestic violence, sexual assault, stalking, or an act, conduct, or pattern of conduct that includes: (1) an individual causing bodily injury or death to another, (2) an individual exhibiting, drawing, brandishing, or using a firearm or other dangerous weapon, with respect to another, or (3) an individual using or making a reasonably perceived or actual threat of use of force against another to cause physical injury or death.

In addition, the District prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations. All such conduct violates the District's policies.

(d) Employees shall not harass anyone on the basis of the protected categories described above. Harassing conduct may consist of using epithets, slurs, and/or negative stereotyping; threatening, intimidating, and/or hostile acts; disparaging jokes and remarks; or written, verbal, or other content or communications demonstrating ridicule, hostility, and/or denigration of an individual or group based on their characteristics. Prohibited harassment can include, but is not limited to, the following types of behavior:

(1) Verbal statements, including jokes, offensive comments, and other verbal communications, whether privately or in a group setting;

(2) Written statements, including emails; texts; photographs; online communications; and social media tags, comments, posts, or other communications;

(3) Photographs, videos, images, posters, posts, or other graphic conduct;

(4) Physical contact, including, but not limited to, brushing up against or blocking movement of an Employee;

(5) Threats, demands, the offer of benefits in return for favors, or losses because favors are not given, including sexual favors;

(6) Retaliation for reporting or threatening to report harassment; and

(7) Hostile acts, whether motivated by sexual desire or not, based on one or more of the protected categories above.

(e) Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. Sexual harassment may include a range of behaviors and may involve individuals of the same or different gender, whether submission to the sexual

harassment is made a condition of the work conditions or rejection of such conduct by an individual is used as the basis for employment decisions affecting such 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 working environment. While it is not possible to list all circumstances considered to be sexual harassment, prohibited behaviors may include:

(1) Unwanted sexual advances or requests for sexual favors;

(2) Sexual jokes and/or innuendo;

(3) Verbal abuse of a sexual nature, including making or repeating sexual or sexually related rumors about others;

(4) Commentary about an individual's body, sexual prowess, or sexual deficiencies;

(5) Leering, whistling, touching, staring, flirtation, or other sexually suggestive conduct;

(6) Insulting or obscene comments or gestures;

(7) Display in the workplace of sexually suggestive objects, drawings, photographs, pictures, or content of any kind of nature;

(8) Physical assault such as rape, sexual battery, or an attempt to commit an assault, or intentional physical conduct such as impeding or blocking movement or touching or brushing against an Employee's body;

(9) Making a derogatory comment or joke regarding a person's sexual orientation or perceived sexual orientation; and

(10) Other physical, verbal, or visual conduct of a sexual nature.

A man or a woman may be the harasser of a same or opposite sex victim. The harasser does not necessarily have to be the victim's supervisor; the victim does not necessarily have to be the one to whom the remark or conduct is directed but may be someone in the same room who overhears and is offended by the comment or behavior.

(f) The District prohibits unlawful discrimination against any Employee or job applicant by any representative of the District, including a Supervisor, Manager, or another Employee. Unlawful discrimination may include:

(1) Making decisions to promote, demote, train, fire, hire, reduce or increase hours, pay, or benefits; or

(2) Excluding or separating individuals from work-related activities, functions, or discussions.

(g) The District encourages Employees to report all perceived incidents of discrimination or harassment. It is the District's policy to promptly and thoroughly investigate such reports. The District prohibits retaliation against any Employee who reports workplace discrimination or harassment or participates in an investigation related to these activities. Prohibited retaliation may include:

(1) Termination, demotion, disadvantageous transfer or assignments, refusals to promote, threats, reprimands, or negative evaluations;

(2) Co-worker hostility or retaliatory harassment, including intimidation, gossip, rumors, insults, or otherwise offensive conduct that would subject a person to public ridicule or humiliation; and

(3) Any action or combination or actions that are reasonably likely to materially and adversely affect an Employee's job performance or opportunity for advancement.

2.3 COMPLAINT PROCESS

(a) If an Employee is concerned that he or she has been subjected to harassment, discrimination, retaliation, or other unlawful acts or conduct, from anyone he or she encounters in the workplace, he or she should notify their Supervisor, another Supervisor or Manager, or the Manager of Human Resources and Risk Management orally or in writing. The District does not require that the complaint be made to an Employee’s Supervisor.

(b) The District will endeavor to conduct its investigation as confidentially as possible, however, the District cannot guarantee complete confidentiality because the Human Resources and Risk Management Department staff will need to investigate the complaint and collect information from others with knowledge of the matter. In addition, there may be District representatives who will need to know the facts investigated, the result of the investigation, and the District's corrective action.

(c) The District takes reports of complaints of harassment, discrimination, retaliation, and other unlawful acts seriously, and will promptly investigate such claims in a fair manner in accordance with all applicable laws, statutes, and regulations. Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly, fairly, and thoroughly by impartial and qualified personnel

that afford all parties appropriate due process. Every Employee, whether witness, complainant, or alleged harasser, is expected to cooperate fully with every investigation. The investigation may include interviews with parties involved and, where necessary, with people who may have observed the alleged conduct or may have other relevant knowledge. The District's determinations on complaints will be made based on all information and evidence gathered, including, but not limited to, reports, information, documents, data, and other evidence presented by the complainant. Complaints will be investigated in a timely manner and seek timely closure. This policy dictates that Employees who make a complaint or participate in any investigation of any complaint of workplace misconduct are not to be retaliated against.

(d) If the District determines that harassment, discrimination, retaliation, and/or other prohibited conduct has occurred, it will take the appropriate corrective actions, as well as action to deter such conduct from occurring in the future. Individuals who have violated this policy will be subject to appropriate disciplinary or other actions up to and including termination.

(e) Supervisors and Managers who become aware of a complaint involving harassment, discrimination, and/or retaliation by an Employee or Director must promptly report it to the Manager of Human Resources and Risk Management, Deputy General Manager, or General Manager even if the occurrence is not directly within their line of supervision or responsibility.

2.4 OPEN DOOR POLICY - CONFIDENTIAL EMPLOYEE HOTLINE

(a) If an Employee has a complaint, suggestion, or question about his or her job, working conditions, or the treatment the Employee is receiving, the Employee is encouraged to talk to his or her Supervisor or the Human Resources and Risk Management Department. If the Employee feels that the concern has not received appropriate attention, the Employee should raise the issue with the Manager of his or her respective Department. Not every problem will be resolved to every Employee's satisfaction. However, each Employee's observations are valued, and each Employee should feel free to raise issues of concern, in good faith, without fear of retaliation.

(b) If an Employee suspects illegal or unethical conduct and does not feel comfortable reporting it as described above, he or she should report it anonymously to the confidential employee hotline as outlined in the attached Confidential Employee Hotline brochure (Appendix A).

The number to report a concern is: (855) 650-0005 and the website address is: https://www.lighthouse-services.com/calleguas . The phone number and web link are available on the Calleguas intranet page.

(c) *Reports submitted to the hotline will be provided to the General Manager unless the complaint is about the General Manager, in which case the report will be provided to the President and District Counsel.*

2.5 TRAINING

(a) Every two years, each Supervisor is required to complete two hours of sexual harassment prevention training in accordance with Government Code Section 12950.1. Every two years, each non-supervisory employee is required to complete one hour of sexual harassment prevention training in accordance with SB 1343. New hires must complete training within six months of hire.

(b) Every two years, each Employee who is designated in the District's Conflict of Interest Code as being required to complete a Form 700 shall complete at least two hours of ethics training in accordance with California Government Code Section 53235.

PART 3 - EMPLOYEE CLASSIFICATION, HOURS & GENERAL CONDITIONS OF EMPLOYMENT

3.1 EMPLOYEE CLASSIFICATIONS

The District classifies Employees as follows:

*"**Temporary**." Temporary Employees are Employees hired on a temporary basis and paid on an hourly basis. Temporary Employees are not eligible for Employee benefits beyond the statutory benefits required by law. Examples of Temporary Employees include student interns, seasonal and summer Employees, and persons needed to fill-in for a temporary (i.e., less than six months) staffing need.*

*"**Hourly**." Hourly Employees are Employees who are not Temporary Employees and are scheduled to work less than 40 hours per week. Hourly Employees are not eligible for Employee benefits beyond the statutory benefits required by law, except that they receive pay for Holidays as set forth herein.*

*"**Regular.**" Regular Employees are Employees scheduled to work an average of 40 hours per week on a continuing, indefinite basis. Regular Employees are entitled to the benefits as set forth herein, subject to eligibility under the applicable plan and applicable law.*

*"**Operators.**" Employees assigned on a permanent basis to work in the Operations Division, and assigned the Water Distribution Operator, Water Treatment Operator, or Senior Water Treatment Operator job position.*

"Exempt and Non-Exempt." *All employees are non-exempt under the federal Fair Labor Standards Act ("FLSA"), including Project Managers in the Engineering department. Pursuant to the FLSA, Managerial employees, including the General Manager, Deputy General Manager, Executive Strategist, Managers and Assistant Managers who shall be paid on a salary basis and not accrue overtime.*

3.2 PROBATIONARY PERIODS

(a) All newly hired Employees are subject to an initial probationary period at the end of which his or her performance will be evaluated. The initial probationary period shall be twelve months and may be extended for an additional six months or reduced by six months at the sole discretion of the Employee's Manager. During the probationary period, the Employee may be terminated without implementation of the Corrective Action Process described herein and at the sole discretion of the General Manager. At the conclusion of the probationary period, the Employee's Supervisor will provide a written review of the Employee's performance.

(b) Any Employee who accepts reassignment and/or promotion to a position not previously held by that Employee may be assigned a probationary status for a period of six months and such probationary period may be extended for an additional six months at the sole discretion of the Employee's Manager. Upon satisfactory completion of this probationary period, the Employee will be reassigned and/or promoted as appropriate. If the Employee does not successfully complete his or her probationary period, the Employee may, without implementation of the Corrective Action Process, be assigned to a position with equal or higher pay than the position which the Employee vacated upon reassignment or promotion.

(c) An Employee may also be placed in a probationary status pursuant to the Corrective Action Process described in Part 5. During the probationary period, the Employee may be terminated at the sole discretion of the General Manager.

3.3 WORKDAYS

(a) Regularly Scheduled Workdays are defined in Section 1.5 of the Handbook.

(b) *A Supervisor may assign an Employee to work on Saturday and or Sunday as Regularly Scheduled Workdays, if the Employee is allowed to take off an equivalent number of days from Monday to Friday.* In the event any Employee believes that he or she has a different Workweek the Employee is required to notify his or her Supervisor immediately.

(c) No unscheduled overtime will be worked without the prior approval of the Employee's Supervisor.

(d) Employees should submit requests for time off as far in advance as possible to allow for coordination of work in their absence. The District will attempt to accommodate requests for time off; however, time off will not be granted if doing so would cause an unacceptable disruption in the work or operations of the District. In the absence of other overriding factors, requests from multiple Employees for the same day(s) off will be accommodated in the order in which they were submitted ("first-come, first-served").

(e) In order to properly operate the District's distribution system, State certified water distribution and water treatment Operators are scheduled so as to cover 24 hours per day, every day of the year. The District has developed an operations schedule to protect the health and welfare of the people living and working in the District service area. The following rules apply to Operators:

(1) Annually, a work schedule will be prepared by the Operations Supervisor and provided to the Operators prior to November 30 of the prior year. This

schedule will be submitted by the Operations Supervisor to the Manager of Operations and Maintenance for approval prior to submittal to the Operators. Once published, changes will only be allowed if the request is submitted in writing and the request has been approved by the Operations Supervisor.

(2) During operation of the Lake Bard Water Filtration Plant (Plant), staffing requirements increase to accommodate the operation of both the Plant and the District's distribution system. These concurrent operations may require changes to the published schedule. To the extent possible, the Operations Supervisor will make a good faith effort to plan and schedule for operation of the Plant in advance.

(3) Operators are subject to the following additional restrictions on requests for time off.

(i) To request time off, Operators must submit a written request to the Operations Supervisor, specifying the dates not less than 14 days prior to the start of the requested time off. All requests submitted with less than 14 days' notice may be denied unless they are determined to be an emergency. Even if Operators provide more than 14 days' notice, their time off requests are still subject to the provisions of Section 3.3(d).

(ii) Operators may work out "trading" arrangements for shifts within the same pay period as long as a trade request is submitted in writing and approved by the Operations Supervisor not less than seven days in advance and the trade does not result in overtime pay for either Operator.

(4) If, at the request of the District, an Operator (the "Covering Operator") is called in to work a shift on their scheduled day off as a replacement for an Operator who is unable to work, and the notice to the Covering Operator for this schedule change is five days or less, the Covering Operator will be paid at the overtime rate.

3.4 EMPLOYEE IDENTIFICATION CARD

The Emergency Response Coordinator will issue all Employees a District Employee Identification card which will include a photograph of the Employee. This card will identify the Employee as a Disaster Service Worker. The purpose of this card is to identify District Employees as authorized individuals allowing them access to restricted areas following natural disasters or other emergencies.

3.5 DISASTER SERVICE WORKER

All District Employees are considered "Disaster Service Workers" pursuant to California Government Code Section 3100. Each Employee will be required to take an oath or affirmation as prescribed by Section 3, of Article XX of the California Constitution. A copy of the signed and witnessed Oath will be filed in the Employee's personnel folder.

3.6 PERSONNEL RECORDS

(a) It is the policy of the District to maintain personnel records for applicants, Employees, and past Employees in order to document employment-related decisions, maintain information related to employment and benefits, and comply with government record keeping and reporting requirements. The District strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it restricts, to the extent reasonably practicable, the personnel information maintained to that which is necessary for the conduct of its business, or which is required by federal, state, or local law.

(b) The Human Resources and Risk Management Department is responsible for overseeing the record keeping for all personnel information and will specify what information should be collected and how it should be stored and secured.

(c) Employees have a responsibility to make sure their personnel records are up to date and must notify the Human Resources and Risk Management Department in writing of any changes to the following:

(1) Name,

(2) Address,

(3) Telephone Number,

(4) Marital status (for benefits and tax withholding purposes only),

(5) Number of dependents,

(6) Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only),

(7) Beneficiary designations for Employee benefits, and

(8) Persons to be notified in case of emergency.

(d) Employees may inspect their own personnel records and may copy, but not remove, documents from the file. Any inspection must be conducted in the presence of a designated member of the Human Resources and Risk Management Department.

(e) Employees who feel that any file material is incomplete, inaccurate, or irrelevant may submit a written request to the Human Resources and Risk Management Department that the files be revised accordingly. If such a request is not granted, the Employee may place a written statement of disagreement in the file and pursue the matter by providing a copy of the written statement of disagreement to the Human Resources and Risk Management Department for review and subsequent referral to the General Manager or Deputy General Manager for resolution.

(f) The only people who may review Employee files are supervisory and management Employees or agents who have an employment-related need for information about an Employee. Any review must be coordinated with the Human Resources and Risk Management Department. Records containing sensitive or confidential information not related to the issue under review will not be available to Supervisors or Managers.

(g) Employees are to refer all requests from outside the District for personnel information concerning job applicants, Employees, and past Employees to the Human Resources and Risk Management Department.

(h) It is the Employee's responsibility to provide a written authorization to the Human Resources and Risk Management Department, in order to provide the District with the ability to respond to a request for personnel and payroll information by a third party. If written authorization is not provided, no information will be released to a third party.

3.7 EMPLOYMENT OF FAMILY MEMBERS

(a) To ensure fair and impartial Employee selection, supervision, promotion, and evaluation, the District reserves the right to reasonably regulate the employment of relatives in the same department or in the same chain of command. The Board reserves the right to approve in advance the hiring, promotion, or transfer of any person who is a relative of a current Employee and would work in the same department or within the chain of command of that Employee. If the Board determines that the marital or familial relationship between Employees creates difficulties for supervision, security, safety, or morale, the person shall not be hired, promoted, or transferred.

(b) For purposes of this Section, a "relative" includes any of the following:

(1) spouse,

(2) domestic partner,

(3) brother, step-brother, brother-in-law,

(4) sister, step-sister, sister-in-law

(5) parents, step-parents, parents-in-law

(6) children, step-children, son-in-law, daughter-in-law

(7) any other member of the Employee's household.

3.8 TEMPORARY PROMOTION

For the purposes of this Section, a temporary promotion is the full-time performance of a majority of the significant duties of a position in one classification by an individual in a lower classification. The temporary promotion will be reflected in the Employee's annual performance evaluation.

An employee who is temporarily promoted for a period of at least 3 consecutive weeks shall receive additional pay equal to a three-step salary increase or an 8.25% salary increase, whichever is higher, not to exceed the salary range maximum of the higher classification. With the exception of medical leave, a position shall not be filled by a temporary promotion for more than 12 months, except by mutual agreement of the parties.

PART 4 - EMPLOYEE CONDUCT AND PERFORMANCE

4.1 GENERAL

(a) Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet District standards, a Supervisor may implement the procedures set forth in the Corrective Action Process, which could result in disciplinary actions up to and including termination.

(b) The rules set forth below are intended to provide Employees with notice of what is expected of them. However, such rules cannot identify every type of unacceptable conduct and performance. Therefore, Employees should be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interests of the District, other Employees, or any other individual encountered in the course of his or her work, may also result in disciplinary action.

4.2 JOB PERFORMANCE

Employees may be disciplined for poor job performance, including but not limited to the following:

(a) Unsatisfactory work quality or quantity;

(b) Poor attitude (such as rudeness or lack of cooperation);

(c) Absenteeism, tardiness, or abuse of break and lunch privileges;

(d) Failure to follow instructions, District policies or procedures, or the requirements of this Handbook; or

(e) Failure to follow established safety regulations.

4.3 MISCONDUCT

Employees may be disciplined for misconduct, including but not limited to the following:

(a) Insubordination;

(b) Dishonesty;

(c) Theft;

(d) Discourtesy;

(e) Misusing or destroying District property or the property of another on District premises;

(f) Violating conflict of interest rules or any rule set forth herein;

(g) Disclosing or using confidential or proprietary information without authorization;

(h) Falsifying or altering District records, including, but not limited to, an application for employment;

(i) Interfering with the work performance of others;

(j) Altercations;

(k) Harassing, including sexually harassing, Employees or others while at work;

(l) Being under the influence of, manufacturing, dispensing, distributing, using, or possessing illegal drugs, open containers of alcohol, or abusing prescription drugs on District property or while conducting District business;

(m) Sleeping on the job or leaving the job without authorization;

(n) Possession or storage of any firearm, dangerous weapon(s), or other instrument designed to be lethal and which serves no purpose in the performance of specific, assigned job functions either in a District vehicle or on District property;

(o) Being convicted of a crime that indicates unfitness for the job or raises a threat to the reputation, safety, or well-being of the District, its Employees, customers, or property;

(p) Failing to report to the District, within five days, any conviction under any criminal drug statute for a violation occurring in the workplace;

(q) Unpermitted use of District computers or network; or

(r) Illegal actions or activities.

4.4 ATTENDANCE

In addition to the general rules stated above, Employees may be disciplined for failing to observe the following specific requirements relating to attendance:

(a) Reporting to work on-time, observing the time limits for rest and meal periods, and obtaining approval to leave work early; and

(b) Notifying his or her Supervisor in advance of anticipated tardiness or absence.

4.5 ANNUAL REVIEW

After completing a probationary period, an Employee shall receive a periodic review of his or her performance by his or her Supervisor at least annually. The District views the performance review process as an ongoing communication between an Employee and his or her Supervisor about performance throughout the year. This process also includes formal, written performance reviews.

A formal, written performance review is due on the first day of the month 12 months after the Employee's last performance review. However, a formal, written performance review is due on the first day of the month, 12 months after a new employee is hired (to coincide with the month of the end of a new Employee's 12-month probationary period). Such a performance review is also due on the first day of the month 6 months after an Employee is either promoted or transferred from one Division or Department to another.

4.6 USE OF THE TELEPHONE AND CELLULAR PHONE

(1) Employees shall follow the following rules regarding telephone use:

(2) Personal phone calls and texts shall be kept to a minimum during work hours. Such calls should not be made in open office areas or at work sites while other Employees are working.

(3) Personal phone calls and texts shall never interfere with the productivity, quality of work, or safety of the Employee on the phone call or the productivity, quality of work, or safety of any other Employee, contractor, customer, or consultant.

(4) Employees shall, at all times while operating a District vehicle or operating any vehicle while conducting District business, comply with applicable laws regarding use of cell phones and other wireless devices. While driving, Employees must use a hands-free method for calling or texting. California's definition of a hands-free system requires that the phone is mounted on the dashboard in a way that does not hinder the driver's view of the road and the driver's hand must be able to activate or deactivate it with a single swipe or tap.

(5) Employees shall not make a long-distance call from a District-owned phone unless it is work-related.

(6) In order to perform their assigned duties efficiently and effectively, certain Employees may be provided with a District-owned cellular phone or be eligible

for reimbursement for use of their personal cellular phone for District purposes.

(7) The Manager of Human Resources and Risk Management shall maintain an Approved Cell Phone and Hot Spot List that will include each position that requires use of a cellular phone and what type and level of service are required for each (voice, text, and/or data). The list will include the monthly reimbursement amount for each level of service based on the lowest cost of that service available from local service providers. The list and any modifications to the list are subject to approval by the General Manager or Deputy General Manager who shall indicate approval by signature.

(8) Only those positions on the list may be assigned a District-owned cellular phone or be reimbursed for use of a personal cellular phone for District purposes.

(9) The plan purchased for a District-owned cellular phone shall not exceed the level of service for the position designated on the list.

(10) The phone, phone number, and all data and information contained in District-owned cellular phones are owned by the District. Employees shall have no expectation of privacy as to any information contained on such devices. These phones are provided to communicate with District Employees, contractors, customers, and consultants for business purposes. Any expenses incurred for personal calls must be reimbursed to the District. Incurred expenses include any calling or receiving call charges in excess of the service purchased by the District caused by personal use at any time during the billing period.

4.7 SMOKING

Smoking, including smoking of electronic cigarettes or personal vaporizers, is prohibited in all District buildings, structures, vehicles, and vaults. Smoking is only allowed outside and away from non-smoking Employees. In any dispute arising under this smoking prohibition policy, the rights of the non-smoker shall be given preference.

4.8 PARKING

(a) The District will provide parking facilities, when practical, for the benefit and convenience of its Employees.

(b) Employees parking areas are considered part of the District premises; therefore, all District policies and rules apply to Employees and their vehicles while in these areas.

(c) Employees who use a District parking lot do so at their own risk. The District assumes no responsibility for any damage to, or theft of, any vehicle or personal property left in the vehicle.

4.9 INSPECTIONS

(a) The District provides lockers and other facilities for the convenience and use of its Employees. Some Employees are provided with desks for their use during work. Although lockers and desks are made available for the convenience of Employees while at work, all lockers and desks remain the sole property of the District.

(b) The District reserves the right to open and inspect lockers, desks, and any other storage facility as well as any contents, effects, or articles that are in or on District property. Such an inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during, or after working hours.

(c) Prohibited materials, including, but not limited to, weapons, explosives, open containers of alcohol, non-prescribed drugs or medications, illegal drugs, and hazardous chemicals may not be stored on District property. The District is not responsible for any articles that are placed or left in or on District property, including items located in lockers or desks. Employees who fail to cooperate in any inspection will be subject to disciplinary action, up to and including termination.

4.10 USE OF VOICE MAIL, E-MAIL, INTERNET AND COMPUTER DEVICES

(a) Use of the internet for non-District related activities is to be kept to a minimum during work hours, whether such use is on a District-owned device or a personal device. During working hours, Employees are to focus their efforts and attention on their assigned work and not on personal matters.

(b) District-Owned Computers and Devices

(1) The District maintains voice mail and e-mail systems to assist in conducting business within the District. The District's computers and telephones and the data transmitted through them and stored on them are, and remain at all times, the property of the District. All messages created, sent, or received over the Internet, the District's e-mail system, District-owned phones, or the voice mail systems are the property of the District and should not be considered private. Employees have no right to privacy as to any information or file transmitted or stored through the District's systems, including web-based e-mail systems. Although these systems may be accessed by passwords, messages are not confidential.

(2) Internet, texts, and e-mail messages are not considered private. All passwords used on a District-owned device must be provided to the District upon request. The District reserves the right to retrieve and read any message or file. All communications, including text and images, may be disclosed to law enforcement or other third parties without prior consent of the sender or receiver. In addition, Employees may not download any unauthorized software onto their computers or other District-owned electronic device.

(3) The completion of monthly cybersecurity training is mandatory for all employees.

(c) Offensive or Disruptive Content

(1) Messages, voice mails, or emails on a District-owned computer or device or on a personal device while performing District business should not contain anything that may be reasonably considered offensive or disruptive to others. Offensive content includes, but is not limited to, sexual or racial comments, jokes or images, gender-specific comments, or any comment that would offend someone based on his or her age, gender, sexual orientation, religion, national origin, disability, or any other classification protected by federal, state, or local law. Any use of voice mail or email to harass or discriminate is unlawful and strictly prohibited.

(2) Sending, saving, or viewing offensive material is strictly prohibited on a District-owned computer or device or on a personal device while performing District business. Offensive material includes, but is not limited to, comments, jokes, or images of a sexual or racial nature, gender-specific comments, or any comments, jokes, or images that would offend someone on the basis of gender, race, national origin, religion, physical attributes, sexual orientation, or any other classification protected by federal, state, or local law. Any use of the internet or intranet to harass or discriminate is unlawful and strictly prohibited.

(d) Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems or programs, voice mail messages, or other District property, or improper use of information obtained by unauthorized means, is prohibited.

(e) District-related electronic data in personal devices or accounts

If a public records request is made for information related to District business that could be stored in an Employee's personal electronic device (such as a phone, tablet,

or computer) or personal email or texting account, the following procedure will be followed:

(1) The General Manager shall send a written or email request to each affected Employee directing them to (1) search their personal devices and accounts for a specific type or category of record, (2) provide copies of all such records to the Clerk of the Board within 7 calendar days of the request, and (3) sign an affidavit that they have searched all of their personal electronic devices and accounts and have produced all documents responsive to the request.

(2) Within the requested 7 calendar days, the Employee shall either (1) provide the requested records, if any, to the Clerk of the Board in electronic or paper format and the signed affidavit or (2) provide an explanation why more time is needed to complete the request. Up to 10 additional calendar days may be requested if the search and production of the requested documents would take substantial time to find and produce.

(3) If additional time is requested, the Employee shall provide the requested records, if any, to the Clerk of the Board in electronic or paper format and the signed affidavit before the end of the extended time period.

4.11 SOCIAL MEDIA

Employees may exercise their right of free speech in a matter that is not in conflict with any District policies or this Handbook. If an Employee chooses to participate in social media activities on their personal time they must comply with the following rules:

(a) They cannot post material that is harassing to District Employees.

(b) They cannot defame the District or its Board members, officers, or Employees.

(c) They cannot post confidential information of the District.

(d) Any expression of an Employee opinion must not appear to be as a representative of the District. Employees that participate in social media and express personal views related to Calleguas and the business of the District must incorporate language clarifying that the views expressed are their personal views and not those of Calleguas.

This policy is not intended to interfere with an Employee's rights to free speech or prohibit the Employee's right to engage in certain concerted activity as provided in the National Labor Relations Act.

4.12 USE OF DISTRICT VEHICLES

District vehicles are assigned on an as-needed basis. Employees may be assigned a District vehicle to drive to and from work if their job duties require immediate response to District facilities outside of business hours or if their job duties require frequent attendance at outside meetings and events such that it is more cost effective for the District to issue them a vehicle than pay for mileage expenses. All vehicle assignments must be approved by the General Manager.

Use of District vehicles and use of personal vehicles for District business is subject to all of the following:

(a) Employees may not drive vehicles for District business without the prior approval of their Supervisor.

(b) Employees who drive a vehicle on District business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. Employees are also responsible for any driving infractions or fines as a result of their driving. Any fines levied as a result of a moving violation, accident, or parking violation are the financial responsibility of the driver, not the District.

(c) Employees are not permitted, under any circumstances, to operate a District vehicle, or a personal vehicle for District business, when any physical or mental impairment causes the Employee to be unable to drive safely.

(d) Employees are not permitted to use District vehicles for non-business purposes with the following exception:

(1) Employees with approval to take a District vehicle home may use that vehicle during work hours for doctor's appointments, on scheduled breaks, breaks for meals, and short distance errands.

(e) Under no circumstances may an Employee transport a non-Employee in a District vehicle unless it is for work-related purposes.

(f) Employees driving on District business may claim reimbursement for parking fees, tolls, gasoline, and other reasonable expenses directly incurred for business purposes. All requests for reimbursement must be submitted in a timely manner for processing and approval by the Employee's Supervisor.

(g) Employees authorized to use their personal vehicles for approved business purposes will be reimbursed at the mileage rate set by the Internal Revenue Service.

(h) Employees must promptly report any accident, theft, or damage involving a District vehicle or a personal vehicle used on District business to their Supervisor or Manager and the Manager of Human Resources and Risk Management, regardless of the extent of damage or lack of injuries.

(i) Employees who are authorized to use a District vehicle to commute between work and home will not be compensated for the commuting time from and to home and work. Time spent commuting between home and work is not considered hours worked whether the Employee drives a District vehicle or a personally owned vehicle. The only exception to this rule is when an Employee is dispatched from home on District business outside normal working hours, such as an "On Call" Employee with a District vehicle who is called out to perform work.

4.13 VEHICLE ASSET MANAGEMENT

District vehicles are equipped with global positioning system (GPS) devices. By monitoring vehicle miles per gallon, diagnostic data, speed, location, routing, idling, and utilization, the GPS devices help improve vehicle performance, ensure employee safety, give vehicle location, and support efficient use of District resources.

(a) Vehicle GPS information is transmitted to the Manager of Operations and Maintenance. Access to GPS vehicle data is limited to Managers, Supervisors, or their designees.

(b) Tampering with vehicle GPS devices is prohibited.

4.14 MAINTENANCE OF DRIVER'S LICENSE & INSURABILITY

(a) All District Employees who drive a District vehicle in the course of their work must possess a current and valid California Driver's License. However, the District will make reasonable accommodations to any applicant or Employee with a physical or mental disability which precludes driving if the applicant is applying for a job for which driving is not essential. With that exception, all prospective Employees are required to submit an up-to-date copy of their personal driver's record for review by the District at the time of hire. The Manager of Human Resources and Risk Management will review such records to determine if an individual is an acceptable risk to the District. The California Department of Motor Vehicles (DMV) standards are used as a guide in making the assessment. Prospective Employees not meeting this requirement are ineligible for hire until such time as they can meet the District's standards.

(b) Once hired, an Employee's driving record is reviewed annually through the DMV "Pull Notice Program" or more often if circumstances warrant. Employees may receive a disciplinary warning notice if a review of their driving record indicates an

excessive accumulation of points. An Employee whose driving actions result in that Employee becoming an unacceptable driving risk may be terminated, as determined by the General Manager. Examples include (but are not limited to) accumulating more than three points on his or her driving record or having his or her license suspended and/or encumbered with conditions that render the Employee unable to meet the requirements of his or her position.

(c) As a participating agency in the DMV Pull Notice Program, the District has designated the Human Resources and Risk Management Department to manage this program. Due to the sensitive nature of the information and possibility of identity theft, all driver record information is strictly controlled. Each new Employee enrolled in the program must sign Form INF 1101, "Authorization for Release of Driver Record Information." These forms will be filed in each Employee's personnel file. All driver record information will be filed in a separate secure location. Members of the Human Resources and Risk Management Department having access to driver record information must maintain a current INF 1129, "Employee Security Statement" on file.

4.15 NO SOLICITATION RULES

(a) Except for the specific exception noted below, Employees may not solicit, collect money, sell products or services, or post or distribute material on District property or during working hours.

(b) So long as it is not disruptive to the District and all activities are conducted during the Employee's own time, he or she may bring school, sports team, or charitable organization fundraising information (e.g., catalogs, flyers, small containers of product) and place it in the Administration Building kitchen area and break areas in other District buildings.

4.16 EMPLOYEE USE OF DISTRICT PROPERTY

(a) The District provides a wide range of equipment and tools for the Employees to use for District business. Employees are expected to properly use and maintain all District property. Negligence, misuse, or abuse of District property that results in the loss, damage or destruction of District property will be investigated. If the investigation reveals that the Employee was grossly negligent or engaged in willful or dishonest behavior that led to the loss or damage to District property, in addition to being disciplined, the Employee may be held responsible for the cost of replacing the item.

(b) Unauthorized possession, misappropriation, or removal of District property, or property belonging to other Employees, contractors, visitors, or customers is not permitted.

(c) Lake Bard Park is available for Employee use. Interested Employees must first contact the Human Resources and Risk Management Department to schedule use of the park and sign a waiver of liability. The park is scheduled on a first-come, first-served basis and is subject to restrictions including prohibition of alcohol consumption and lake access for boating, fishing, and/or body contact. A complete listing of applicable restrictions can be obtained from the Human Resources and Risk Management Department.

4.17 TELECOMMUTING POLICY

(a) General

Telecommuting is an arrangement that allows eligible District employees to work in a designated area outside the office. Telecommuting is a cooperative arrangement between Employees, Supervisors, Managers, and employing departments. Telecommuting is a privilege, not a right.

This Telecommuting Policy is intended to provide workplace flexibility without modification to the established workday duration and schedule. Telecommuting employees must be available during regular work hours by phone and are required to respond to emergencies within a pre-established window of time.

All District Employees who telecommute must have an approved Telecommuting Agreement under this policy. All Telecommuting Agreements will be for a specified term no longer than one year in duration after which the agreement can be renewed with the approval of the Employee's Supervisor, Manager, and General Manager. All Telecommuting Agreements may be revoked at the sole option of the District. A District department may have additional telecommuting requirements, guidelines, or procedures, provided they are consistent with the intent of this program. Such additional requirements, guidelines, or procedures will be reflected in the Telecommuting Agreement for Employees of that District department.

Employees participating in a telecommuting arrangement that allows for remote work away from District offices for longer than a week at a time are required to have virtual progress meetings each week. Employees participating in the telecommuting arrangement are required to work from District offices to provide any necessary vacation coverage or job specific coverage as requested by their Supervisor.

Employees participating in the telecommuting arrangement are also required to physically attend specified District meetings, such as safety meetings, staff

training, and All Employee Meetings, even though they may be scheduled for a telecommuting day or telecommuting period.

Participation in telecommuting during an emergency may be mutually agreed to by the Employee, Supervisor, and Manager. The Employee's position must be identified as telecommuting capable. In the case of a public health emergency, however, the District may require an Employee to telecommute in order to reduce the risk of spreading illness at the primary District worksite. This would be determined on a case-by-case basis as work site conditions and the health status of an Employee so warrant.

Telecommuting, and any Telecommuting Agreement, does not change the duties, obligations, responsibilities, or terms and conditions of District employment. Telecommuting Employees must comply with all District rules, policies, practices, and instructions, including, but not limited to, this Employee Handbook and the District Administrative Code. A telecommuting Employee must perform work during their scheduled telecommuting hours. Employees may not engage in activities while telecommuting that would not be permitted at the regular worksite, such as child, elder, or other dependent care. Telecommuting Employees may take care of personal business during unpaid lunch periods, as they would at the regular worksite.

No Employee engaged in telecommuting will be allowed to conduct face-to-face business at their remote location.

A Supervisor or Manager may deny, end, or modify a Telecommuting Agreement for any reason that is in the best business interest of the District. Similarly, a telecommuting Employee may end or request to change a Telecommuting Agreement at any time. A Telecommuting Agreement may be terminated by the District if an Employee does not comply with the terms of their Telecommuting Agreement.

The Telecommuting Policy is intended to be cost neutral. The District may, but is not required to, provide telecommuting Employees with furniture or equipment needed to establish an alternate worksite (desk, chair, computer, software, printer, cell phone, copier, etc.), and assumes no responsibility for set-up or operating costs at an alternate worksite (telephone or internet services, etc.).

Employees shall use District computer equipment while telecommuting. Departments providing equipment, software, or other supplies to telecommuting Employees must reasonably allocate those resources based on operational and workload needs.

All District rules regarding the use of computers and the internet apply while an Employee is telecommuting.

Telecommuting Employees shall be covered by workers' compensation when performing official work duties at the alternate work site. Telecommuting Employees shall verify in writing that their remote location provides workspace that is free of safety and fire hazards and shall agree that the Calleguas Municipal Water District will be held harmless against any and all claims, excluding workers' compensation claims, that result from working at the remote location.

(b) Eligibility

Eligibility for telecommuting is based on both the position and the Employee. Not every job, or every Employee, is appropriate for telecommuting.

(1) Position eligibility

(i) An Employee's position may be suitable for telecommuting when the job duties:

a. Are independent in nature

b. Are primarily knowledge-based

c. Lend themselves to measurable deliverables

d. Do not require frequent interaction at the regular worksite with Supervisors, colleagues, purveyors, consultants, contractors, or the public in person

e. Do not require the Employee's immediate presence at the regular worksite to address unscheduled events, unless alternative arrangements for coverage are possible

f. Are not essential to the management of on-site workflow.

(2) Employee Eligibility - Employees may be suitable for telecommuting when their personal characteristics, as determined by their Supervisor and Manager, include:

(i) Demonstrated dependability and responsibility

(ii) Effective communication with Supervisors, Managers, coworkers, purveyors, contractors, and consultants

(iii) Demonstrated motivation

(iv) The ability to work independently

(v) A consistently high rate of productivity

(vi) A high level of skill and knowledge of the job

(vii) The ability to prioritize work effectively

(viii) Good organizational and time management skills

(ix) Employees who are not upholding District obligations, such as failing to meet performance or conduct expectations are not eligible to telecommute.

(c) Agreement Options

Telecommuting Agreements can be on a situational, recurring, or on-going basis. All telecommuting agreements will be reviewed, and a decision will be made whether to renew such agreements annually.

(1) Situational telecommuting means an Employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for Employees who generally need to be in the office, but who need to vary their telecommute day(s) based on their weekly schedule or sometimes have projects, assignments, or other circumstances that meet the eligibility criteria. Telecommuting days are to be discussed each week during regular Employee and Supervisor meetings or approved by Employee's Supervisor prior to telecommuting. The District does maintain spare laptops, and these can be utilized if available for an Employee who telecommutes on a short-term basis.

(2) Recurring telecommuting means an Employee works away from the regular worksite on an established day or days, and on a recurring schedule.

(3) On-going telecommuting means an Employee works primarily from a remote worksite for an extended duration, no longer than one year without re-evaluation. Employees participating in an on-going telecommuting arrangement are required to have virtual progress meetings with their Supervisor each week. If the on-going telecommuting arrangement allows for remote work away from District offices for longer than a month at a time, Employees are required to have in-person progress meetings each month.

Employees who telecommute must be available to work at the regular District worksite on telecommuting days if needed. Conversely, occasional requests by Employees to change their regularly scheduled telecommuting schedule should be accommodated by the Supervisor if possible. Employees must obtain prior authorization to change a regularly scheduled telecommute day.

(d) Worksite

A telecommuting Employee must designate a work area suitable for performing official business. The Employee must perform work in the designated area when telecommuting. Requirements for the designated work area will vary depending on the nature of the work and the equipment needed, as determined by the telecommuting Employee's department.

Telecommuting Employees must work in an environment that allows them to perform their duties safely and efficiently. Employees are responsible for ensuring their work areas comply with the health and safety requirements covered in the JPIA Office Safety training module. The District and/or department may request photographs of the Employee's designated work area to evaluate compliance with health and safety rules.

Employees are covered by workers' compensation laws when performing work duties at their designated alternate locations during telecommuting work hours. Employees who suffer a work-related injury or illness while telecommuting must notify their Supervisor and complete any required forms immediately.

The District is not liable for damages to an Employee's personal or real property while the Employee is working at an alternate worksite.

(e) Equipment and Supplies

Electronic equipment needed for employees to telecommute may be supplied by the District to the extent resources are available and with the approval of both the Employee's Manager and the General Manager. In certain circumstances and/or if sufficient resources are unavailable, Employees may be required to use their personal phones, or other equipment. Equipment supplied by the Employee, if deemed appropriate by the District, will be maintained by the Employee.

The Employee must include a list of District provided equipment and specialized software as an attachment to the Telecommuting Agreement. All District owned equipment issued to an Employee must be returned immediately at the conclusion of the telecommuting arrangement. If the department does not provide the needed equipment, software, or support, and the Employee does not have them, the Employee will not be eligible to telecommute.

The District may provide Employees with appropriate office supplies (pens, paper, etc.) as deemed necessary and may reimburse the Employee for pre-approved business-related expenses that are necessary and reasonably incurred to carry out the Employee's job with prior approval from their Supervisor.

(1) District Equipment

(i) Equipment, software, or supplies provided by the District are for District business only.

(ii) A telecommuting Employee does not obtain any rights to District equipment, software, or supplies provided in connection with telecommuting. The Employee must immediately return all District equipment, software, and supplies at the termination of the Telecommuting Agreement or at the department's request.

(iii) A telecommuting Employee must protect District equipment, software, and supplies from possible theft, loss, and damage. The telecommuting Employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

(iv) Any equipment, software, files, and databases provided by the District shall remain the property of the District. A telecommuting Employee must adhere to all software copyright laws and may not make unauthorized copies of any District data or District-owned software. Employees may not add hardware or software to District computers or laptops without prior written approval.

(v) Employees must contact their Supervisor if equipment, connectivity, or other supply problems prevent them from working while telecommuting.

(f) Security of Confidential Information

All files, records, papers, or other materials created while telecommuting are District property. Telecommuting Employees and their Supervisors shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require employees to work in private locations when handling confidential or sensitive material. Departments may prohibit Employees from printing confidential information in telecommuting locations to avoid breaches of confidentiality.

Employees may not disclose confidential or private files, records, materials, or information, and may not allow access to District networks or databases to anyone who is not authorized to have access.

(g) Public Records

The California Public Records Act regarding public information and public records applies to telecommuting Employees. Public records include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the District regardless of physical form or characteristic. Public information means the contents of a public record. Upon receipt of an appropriate request, and subject to authorized exemptions, a telecommuting Employee must permit inspection and examination of any public record or public information in the Employee's custody, or any segregable portion of a public record, within required time limits. This requirement exists regardless of where the public record is located.

(h) Procedures

Employees must complete the following steps before telecommuting:

(1) Talk with their Supervisor to determine eligibility.

(2) Read and agree to comply with the Telecommuting Policy.

(3) Read and execute the Telecommuting Agreement.

(4) Receive approval of the Telecommuting Agreement in accordance with the department's approval process.

(i) Denial of Application

The District's Telecommuting Policy is not subject to the grievance procedures or to any other review or appeal procedures, except as noted in this section.

An Employee who believes a request to telecommute has been improperly denied for non-business reasons may appeal the decision to their Manager. The decision of the Manager is final.

4.18 RETURN OF DISTRICT PROPERTY

Employees are required to return all District property in their possession immediately upon termination of employment. This includes, but is not limited to, all keys, tools, equipment, electronic devices, manuals, and Employee Identification Cards, data, and passwords.

4.19 OUTSIDE EMPLOYMENT

Employees are permitted to engage in outside employment subject to the following restrictions:

(a) Employees are prohibited from working for any entity that does business with Calleguas, buys water directly from Calleguas, and/or sells water directly to Calleguas without the express, written consent of the General Manager.

(b) Employees may not receive any income or material gain from individuals or companies outside Calleguas for materials produced or services rendered while performing their jobs at Calleguas.

(c) Employees may not use Calleguas materials or equipment in performance of outside employment.

(d) Employees may not dispose of materials associated with outside employment on District property or in District disposal containers.

If an Employee is uncertain about whether a specific outside employment opportunity is in compliance with items (a) and/or (b) of this section, he or she is encouraged to seek guidance from his or her Supervisor or Manager.

4.20 STUDENT INTERNS

With approval of the General Manager or Deputy General Manager, Managers are authorized to hire Student Interns. Student Interns receive training and mentoring in an assigned area of responsibility performing assignments that serve to offer practical experience and broad exposure to the District's organizational structure. Employment of Student Interns is subject to the following restrictions:

(a) Employment is part time. No Student Intern may work more than 24 hours in any week.

(b) Student Interns must meet one of the following eligibility requirements: current enrollment in a college or university in a related major; current enrollment in an accredited graduate degree program in a related major; or have graduated within one year from the date of application from a community college, undergraduate or graduate degree program in a related field. Students who are currently enrolled must remain in good academic standing with their college or university.

(c) Employment is of limited duration. A Student Intern hired while actively enrolled in an eligible academic program may remain employed while enrolled and for up to one year following graduation from the program. A Student Intern hired after

graduation may be employed for an initial period of up to six months. The General Manager or Deputy General Manager may authorize an extension of up to an additional three months, for a maximum of nine months of employment.

(d) Student interns shall be paid on an hourly basis at a rate determined by the Manager of Human Resources and Risk Management at the time of the posting of the job. Like other Temporary Employees, Student Interns are not eligible for Employee benefits beyond the statutory benefits required by law.

PART 5 - TERMINATION POLICY AND CORRECTIVE ACTION PROCESS

5.1 TERMINATION POLICY & PROCEDURE

(a) Voluntary Termination

The District will consider an Employee to have voluntarily terminated his or her employment if an Employee does any of the following:

(1) Elects to resign from the District;

(2) Fails to return from an approved leave of absence on the date specified by the District; or

(3) Fails to report for work without notice to the District for three consecutive workdays.

(b) Involuntary Termination

An Employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of the District's policies or rules of conduct.

(c) Termination Due to Reorganizations, Economics, or Lack of Work

From time to time, the District may need to terminate an Employee because of reorganizations, job eliminations, change in economic conditions, or lack of work. Should the District consider such terminations necessary, the District will attempt to provide all affected Employees with advance notice when practical.

5.2 CORRECTIVE ACTION PROCESS

The Corrective Action Process outlined in this section does not apply to Temporary or Probationary Employees.

(a) If an Employee fails to meet the standards of job performance and/or conduct required by the District, the Employee shall be so notified by the Employee's Supervisor. Unless the failure is serious, the Employee will be given an opportunity to improve before disciplinary action is taken.

(b) Whenever a Manager and Supervisor, as applicable, believe it may be in the best interest of the District to discharge, demote, or suspend an Employee, the Manager and Supervisor, as applicable, shall provide the Employee with a Notice of Intent, setting forth the basis for such an adverse action.

(c) The Notice of Intent shall inform the employee of the right to meet with the General Manager to provide the Employee's perspective on the proposed action. The Employee shall inform the Manager and Supervisor, as applicable, if the Employee wishes to meet with the General Manager within 5 days of receipt of the Notice of Intent. If the Employee does not choose to meet the General Manager with the allotted 5 days, the proposed action shall go into effect. If the Employee chooses to meet with the General Manager, the meeting shall be scheduled as soon as reasonably practicable.

(d) After meeting with the Employee, the General Manager may, for cause, discharge, demote, or suspend the Employee.

(e) The General Manager's action shall either be delivered personally, by email, registered mail, delivery service, or messenger to the Employee. The notice shall state the General Manager's concurrence or denial of the Manager's and Supervisor's recommendation. The General Manager's decision shall be final.

(f) Managers are considered at-will employees and may be terminated at any time, with or without notice, for any legal reason. The Corrective Action Process is not required for Managers.

5.3 TERMINATION PAY CALCULATION

(a) If an Employee is terminated during a pay period, the terminated Employee shall be paid on a prorated basis for each regularly scheduled workday he or she was employed during the pay period.

(b) If an Employee is terminated by District action, the Employee will receive payment of all accrued Annual Leave, Comp Time, and accrued and unused floating time off (per Section 7.9 of this Handbook) along with all other amounts due the Employee, if any on the final day of employment.

(c) If an Employee provides notice of resignation/retirement more than 72 hours in advance of the date of resignation/retirement, the Employee will receive payment of all accrued Annual Leave, Comp Time, and accrued and unused floating time off (per Section 7.9 of this Handbook) along with all other amounts due the Employee, if any on the final day of employment. If an Employee does not provide 72 hours' notice, this payment may be sent to the Employee, as soon as reasonably practicable, at the address requested by the Employee.

PART 6 - EMPLOYEE COMPENSATION

6.1 GENERAL

(a) Salary ranges for positions and a list of Hourly Rates for certain positions will be adopted by the Board ("Salary Schedule"). Any changes to the Salary Schedule must be approved in advance by the Board.

(b) In December or January of each year, the General Manager shall recommend to the Board a percentage cost-of-living adjustment (COLA) based on the Federal Consumer Price Index Report for the 12-month period ending in November for the urban area in closest proximity to the District. Any COLA approved by the Board shall become effective January 1 and apply to salaries calculated semi-monthly, Hourly Rates, tuition reimbursement amounts, special duty incentive pay, and daily standby pay. The COLA does not apply to the salary of the General Manager and compensation of the District Counsel.

(c) Each Employee's salary is subject to adjustment in accordance with their assigned salary increment in the range assigned to their position. At no time may an Employee's salary exceed the ranges established for their position in the Salary Schedule unless working out of class.

(d) Payday: Employees are paid on the fifteenth day and the last day of each month. If a payday falls on a Saturday, Sunday, or holiday, Employees are paid the preceding business day.

(e) Timesheets:

(1) Every Non-Exempt Employee must complete and submit a timesheet showing the hours worked each day and must record their starting and quitting times, reflecting any meal breaks. Unworked time for which an Employee is entitled to be paid (annual leave, holidays, sick time, etc.) must be entered in the appropriate place on the timesheet. Timesheets must be submitted to Supervisors in a timely fashion following the end of each pay period. Supervisors are responsible for verifying the accuracy of and approving timesheets. Falsifying any time record is prohibited and grounds for disciplinary action.

(2) Exempt Employees are expected to meet the tasks assigned to them and are expected to average at least 40 hours per week (taking into account the 9/80 schedule, if applicable).

(f) Meals and Work Breaks: Non-exempt Employees are required to take a 30-minute unpaid meal break for every 5 hours worked and are entitled to a 15-minute paid

break for every 4 hours worked. Employees may forego meal breaks during shifts of less than six hours if mutually agreed upon.

(1) In that the nature of an Operator's work prevents them from being relieved of all duty during meal periods, an Operator shall work an "on-the-job meal period" that shall be paid for by the District. The District shall make facilities available for heating and cooling of food and/or drink when reasonably practicable or provide food and beverages in the field when reasonably practicable. Employees working in this job classification are requested to voluntarily agree to this condition with the District by signing an agreement provided by the District.

(2) During shutdowns or emergencies that prevent Operations and Maintenance and Engineering employees from being relieved of all duty during meal periods, they shall work an "on-the-job meal period" that shall be paid for by the District. The District may provide food or beverages in the field when reasonably practicable.

6.2 OVERTIME

The District will voluntarily pay daily overtime to certain non-exempt Employees as follows:

(a) For Temporary, Hourly and Regular Employees, overtime shall be paid to all nonexempt Employees at a rate equivalent to 1 1/2 times the hourly rate for work in excess of their regularly scheduled work shift, but less than 12 hours, in any one day. Overtime shall be paid to all non-exempt Employees at a rate equivalent to two times the hourly rate for work in excess of 12 hours in any day. Overtime of time and one-half will be paid for all hours worked up to eight on any day which is not one of the Regularly Scheduled Workdays. In addition, double-time will be paid for all hours worked in excess of eight hours on any day that is not one of the Regularly Scheduled Workdays.

(b) Double-time is paid for all hours worked over 12 in a Regularly Scheduled Workday.

(c) For Temporary, Hourly and Regular Employees, in instances when approved work hours are continuous into the next workday, the calculation for overtime or double-time will continue to the advantage of the Employee.

(d) For Operators, overtime will be paid only when the number of hours paid at the regular rate exceeds 40 in a workweek. Double-time will be paid when the Operator works in excess of 12 hours in one shift.

(e) No Employee will be paid both daily and weekly (or pay period) overtime for the same overtime hours worked.

(f) Overtime compensation shall not be included in calculating the Employee's regular rate of pay.

6.3 COMPENSATORY TIME OFF

Compensatory time off ("Comp Time") for non-exempt Employees is allowed in lieu of a cash payment for overtime work as long as it is provided or paid at a rate no less than one and one-half hours for each overtime hour worked.

(a) Employees may not accrue combined Comp Time and annual leave in excess of the amounts set forth in the section of this Code entitled "Annual Leave."

(b) An Employee who has reached 430 hours of combined Comp Time and Annual Leave will be paid overtime compensation for any additional overtime work at the applicable overtime rate when it is incurred.

(c) Upon termination of employment, Employees shall be entitled to cash payment for unused Comp Time credit accumulated prior to the separation date.

(d) Exempt Employees do not accrue Comp Time for overtime worked. To calculate sick or Annual Leave time used by an Exempt Employee, the sick time and/or Annual Leave time used will be the difference between total hours in a pay period and total hours worked in that pay period.

An Employee may request the use of Comp Time as set forth in Sections 3.3(d) and 3.3(e), as applicable, and may take the time off if it is approved by his or her Supervisor in advance in writing or by e-mail. Comp Time shall be used in increments of no less than 15 minutes.

6.4 HOLIDAY PAY

The District shall pay holiday pay for District Holidays (as defined in this Code) as follows:

(a) Regular Employees who do not work on the District Holiday will receive regular pay for their scheduled hours. Regular Employees who work on the District Holiday will be paid at the applicable overtime rate for any hours worked up to eight and double-time for hours in excess of eight hours worked on the District Holiday.

(b) Hourly Employees who do not work on the District Holiday will receive four hours of regular pay. Hourly Employees who work on the District Holiday will be paid at the applicable overtime rate.

(c) Operators who do not work on the District Holiday will receive eight hours of regular pay for District Holidays. Operators who work on the District Holiday will receive 8 hours of regular pay for the District holiday and *be paid at the applicable overtime rate.*

(d) Temporary Employees who do not work on the District Holiday will not receive any pay for that District Holiday. Temporary Employees who work on a District Holiday shall be paid their regular rate of pay.

(e) When a holiday falls on a weekend and the day off is scheduled for a Friday or Monday, an Employee will receive pay for one but not both days as described above.

6.5 STANDBY STATUS

The Manager of Operations and Maintenance may assign any Employee standby status outside of his or her regular duty schedule. Standby status does not restrict the Employee other than to require Employee to respond by telephone to a telephone notice within 20 minutes and to arrive at the site of the callout within one hour of the original time notified. Employees will receive a per diem payment for each day they are assigned on-call duty.

When assigned on-call status, the Employee shall carry an activated District-provided cellular phone and keep the District advised at all times of a telephone number at which he or she may be reached. Employees may be assigned to on-call status for specific periods designated by the Manager of Operations and Maintenance.

6.6 CALL-BACK PAY

Employees may occasionally be requested to dispatch to a District facility before or after their regularly scheduled hours. The responding Employee will receive a minimum of two hours of overtime pay each time the Employee is dispatched. The Employee's call-back paid time begins when he or she leaves home to perform the work or logs into the District servers if doing the work remotely and the paid time stops when the Employee returns home or logs out of the District's servers, excluding any time for personal errands. For call-backs that flow continuously into a regularly scheduled shift, the call-back is measured from the time the Employee leaves home until the time his or her regular shift begins. All time worked as part of a call-back period will be paid at the overtime rate unless, with Supervisor approval, the Employee uses the call-out hours to complete his or her Regularly Scheduled Workday.

6.7 SHIFT DIFFERENTIAL PAY

Shift differential pay will be calculated on the Employee's Hourly Rate and only in increments of 15 minutes. Shift differential pay will apply only to pay (not benefits) for

actual hours worked and will not apply to the use of earned compensatory time, leave, or holidays not worked.

(a) For Operators, in addition to his or her regular compensation, an Employee will be entitled to receive a shift differential payment of ten percent of the Employee's regular rate of pay if (1) they work between the hours of 7 p.m. and 7 a.m. (2) the hours worked were requested by a Supervisor or Manager and not by the Employee or for the Employee's convenience.

(b) For all other staff, in addition to his or her regular compensation, an Employee will be entitled to receive a shift differential payment of ten percent of the Employee's regular rate of pay if (1) they work between the hours of 7 p.m. and 6:30 a.m. (2) the hours worked were requested by a Supervisor or Manager and not by the Employee or for the Employee's convenience.

6.8 FATIGUE TIME

(a) Fatigue time is intended to provide a sufficient time for rest between a significant period of work and the start of the next regularly scheduled work shift, by replacing regularly scheduled straight time hours with paid rest time.

(b) An Employee shall be eligible for fatigue time if any of the following apply:

(1) He or she has worked an extension of his or her workday and his or her extension has been completed less than 8 hours between the completion of the extension and the start of the Employee's next regularly scheduled shift.

(2) He or she has worked scheduled overtime on a day off which overtime has been completed with less than 8 hours between the completion of the extension and the start of the Employee's next regularly scheduled shift.

(3) He or she has actually worked at least 4 hours as a result of call backs (Section 6.6).

(4) He or she has worked a portion of his or her work shift and is excused to rest prior to working later that same workday.

(5) He or she is excused for the remainder of the shift, in order to rest before returning to his or her next regularly scheduled shift.

(c) The time spent travelling to where the Employee rested during Fatigue Time to when the Employee return to his or her regular workday counts as part of Fatigue Time.

(d) If, at the beginning of a regularly scheduled workday, an Employee instead uses Fatigue Time and then, at the end of the regularly scheduled workday, continues to work, he or she is entitled to overtime the same as if the Fatigue Time hours were regularly worked hours.

6.9 DISCRETIONARY BONUS

(a) The General Manager has the sole discretion to approve or disapprove a discretionary, performance-based bonus of up to 3% of an Employee's total compensation during the year preceding his or her annual performance review. Total compensation is calculated as all regular pay, overtime pay, and shift differential pay received. An Employee is only eligible for a bonus after he or she has attained the highest proficiency level at his or her position on the Salary Schedule.

(b) *At the Employee's request, the bonus may be converted to Annual Leave. The combined Comp Time and Annual Leave balances cannot exceed 430 hours after the bonus has been converted. The conversion shall be calculated at the Employee's current salary rate, that is, the amount an Employee is paid for one hour of work shall be converted to one hour of Annual Leave.*

(c) Bonus eligibility

(1) An Employee who scores sufficiently high on the twenty performance factors on his or her annual performance evaluation is eligible for a performance bonus. No vested rights to a bonus shall accrue under this section. Eligibility for a bonus is based on each year's record of performance.

(2) Each performance factor is rated as follows:

(i) "Unsatisfactory": Performance is unacceptable, does not meet job responsibilities, goals, or duties. An Unsatisfactory rating in any performance area will result in no bonus being awarded for that rating period regardless of the ratings in any or all other areas.

(ii) "Improvement Recommended": Performance should be improved; areas of growth or study are recommended. For each performance factor rated Improvement Recommended no bonus points will be awarded.

(iii) "Meets Expectations": Performance meets goals and responsibilities of the position. For each performance factor rated Meets Expectations, one bonus point will be awarded.

(3) If an Employee is eligible for a performance bonus, the award may be as much as the following amounts for the following ratings.

Points	Bonus
20/19	3.0%
18	2.0%
17	1.0%
16 or fewer	0%

(4) The amount of the bonus award will be calculated by multiplying the bonus awarded by the total earnings for the past 12 months. A bonus remains a discretionary reward for performance, and the General Manager, Deputy General Manager, Manager, or Supervisor may reduce or disapprove a bonus regardless of these calculations.

6.10 SPECIAL DUTY INCENTIVE PAY

Employees assigned to serve on the Hazardous Materials Team are eligible to receive special duty incentive pay at the time of his or her annual performance review. If the Employee served in this capacity for less than 12 months prior to his or her review, the incentive pay will be prorated for the time the employee was assigned. Selection for these assignments must be voluntary, a vacancy must exist, and the Employee must be approved by the General Manager.

The District has a limited need for the specialties listed.

(a) Hazardous Materials (Hazmat) Team

(1) The Hazmat Team consists of Employees who are properly trained and prepared to enter a hazardous environment wearing a fully encapsulated suit and self-contained breathing apparatus. Training includes the use of full protective suits (Level A) and self-contained breathing apparatus. Ten positions are available on the Hazmat Team.

(2) Because their duties include emergency call-out, only Employees who live within thirty miles of either the Lake Bard or the Wellfield site are eligible to serve on the Hazmat Team. This requirement is in effect for any Employees added to the team after February 2017.

(3) Employees who have volunteered for HazMat duties may be asked to participate in emergency response scenarios in which they are at an increased level of risk that goes beyond that normally required for their respective jobs and acknowledge such risks.

(4) HazMat Team members must maintain all required training, certifications, medical clearances, and other qualifications established by the District for team participation for special duty incentive pay including participating in the scheduled standby rotation.

6.11 SALARY CONTINUATION

At his or her option, an Employee may use sick leave credit and /or Annual Leave credit to maintain his or her earnings at full compensation level while absent from duty due to an injury or illness. Payment from sick leave credit and /or Annual Leave credit shall be limited to the amount necessary to make up the difference between the Employee's full compensation and payment from the District-provided disability and workers' compensation insurance policies.

PART 7 - ELECTIVE BENEFITS

Elective benefits apply only to Regular Employees. Where "Employee" or "Employees" are referenced in this section, it shall mean "Regular Employee" or "Regular Employees."

Notwithstanding anything to the contrary provided herein, the Board, in its discretion, may change, modify, or discontinue altogether one or all of the elective benefits described herein or otherwise provided by the District.

7.1 RETIREMENT BENEFITS

(a) The Board has approved retirement benefits by contract with the California Public Employees' Retirement System (CalPERS).

(1) For Employees who were hired prior to January 1, 2013, or employees hired after January 1, 2013 who qualify under the CalPERS definition of a "Classic" employee, the contract provides a benefit of 2% of salary at age 55 with the final average compensation period of 36 months.

i. Where the law allows, the District provides that the normal member contributions are paid by the District to CalPERS on behalf of the Classic Employee. These contributions are reported as additional compensation under the provisions of the Government Code Section 20691.

a. This benefit shall apply to all Classic employees in the CalPERS Retirement Program.

b. This benefit shall consist of paying 100% of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable, (excluding Government Code Section 20636 (c)(4)) as additional compensation.

(2) For Employees who were hired after January 1, 2013, and do not qualify under the CalPERS definition of a "Classic" employee, the contract provides a benefit of 2% of salary at age 62 with the final average compensation period of 36 months.

(b) If an employee gives his or her Supervisor or Manager written notice of their intent to retire more than six months from the planned retirement date, he or she shall be entitled to a bonus of $1,000 payable in their final paycheck. To qualify for the incentive, the employee must separate from the District on the date specified in the written notice of retirement.

(c) Retirement benefits are subject to laws governing the CalPERS system.

7.2 MEDICAL PLANS

(a) DEFINITIONS

For the purposes of Section 7.2:

*"**CalPERS**" means California Public Employees Retirement System.*

*"**Eligible Member**" or "**Member**" means a Regular Employee, retired Employee, and their dependents. It may also include present and past Board Members within the limits of prevailing law.*

*"**Dependent**" means the spouse or registered domestic partner and all dependent children eligible for coverage under the group plan.*

*"**Retiree**" means an Eligible Member at least fifty years of age who has met the eligibility requirements of the District's retirement system, has applied for CalPERS retirement payments to begin at the time that they left employment at the District, and is receiving or is eligible to receive a retirement stipend.*

*"**Level of Enrollment**" means the appropriate level of health insurance coverage: single-party, two-party or family.*

*"**Style of Coverage**" refers to the type of coverage either Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO).*

(b) GENERAL

(1) The District will maintain membership in at least one group health plan (hereinafter "group plan"), as selected and approved from time-to-time by the Board. Each eligible Employee may participate in a group plan upon completion of the minimum amount of service established by the group plan.

(2) It is the Employee's responsibility to report any and all events, which affect the eligibility or ineligibility of dependents for enrollment in the group health plan to the Human Resources and Risk Management Department within 30 days following the event. Changes to enrollment must be accompanied by supporting documentation such as a birth certificate, marriage certificate, or the front page of a divorce decree.

(i) The following are eligible dependents:

a. current spouse or registered domestic partner;

b. natural, adopted, step, or registered domestic partner's children up to but not including age 26;

c. disabled children of any age if they were enrolled prior to age 26; and

d. children up to but not including age 26 for whom the Employee has assumed a parent-child relationship and is considered the primary care parent (CalPERS will require documentation to certify this relationship).

(ii) The following are NOT eligible dependents:

a. former spouse or registered domestic partner even if the subscriber was court ordered to provide the former spouse or domestic partner with health coverage;

b. spouse or registered domestic partner from whom the Employee is legally separated;

c. children of a former spouse or registered domestic partner;

d. children of a spouse or registered domestic partner from whom the Employee is legally separated;

e. children age 26 or older except as described in 7.2 (a)(i).c.

f. disabled children age 26 or over who were not enrolled prior to age 26;

g. relatives such as grandchildren, grandparents, parents, aunts, uncles, nieces, or nephews;

h. foster children;

i. anyone already enrolled in a CalPERS health plan through another subscriber;

j. spouses or domestic partners of adult children; and

k. live-in boyfriends or girlfriends and his or her children.

(iii) The consequences of failing to notify the Human Resources and Risk Management Department of a change in eligibility of dependents, complete and sign the necessary forms, and provide the required supporting paperwork within 30 days of the qualifying event are as follows:

a. For adding a dependent, the Employee must wait until the next enrollment period provided for in the plan.

b. Failure to remove an ineligible dependent is considered fraud and is subject to disciplinary action. The Employee may also be required to reimburse the District for the cost of the ineligible dependent coverage and the medical provider for all costs associated with coverage provided to ineligible dependents.

(iv) Periodically Employees will be required to complete a "Certificate of Eligibility" form, verifying that all enrolled dependents meet the eligibility criteria.

(3) In the event of a question about a provision in the medical insurance coverage, the information contained in the Summary Plan Description document issued by the plan administrator will prevail.

(4) The District shall permit and encourage a professional relationship between the doctor and the Employee to be maintained without interference. The District shall not be liable for any act or omission by doctor, his or her employees or agents, or any person performing medical or other professional services to an Eligible Member.

(c) MEDICAL BENEFITS FOR ACTIVE EMPLOYEES

It is the intent of the District to ensure that medical benefits are available to all Eligible Members. To that end, the following guidelines are provided:

(1) For Employees, the District will pay the full cost of medical insurance premiums of health plans available to the District through CalPERS. The coverage will include the Employee and all dependents allowed by the CalPERS Health Benefit program.

(2) Employees may change the Level of Enrollment and Style of Coverage as allowed by the enrollment rules published by CalPERS.

(d) MEDICAL BENEFITS FOR RETIRED EMPLOYEES

The District provides the following medical benefits for Retirees:

(1) Continuing medical insurance coverage after retirement for Employees and their dependents is subject to the laws governing the CalPERS medical program. Employees must meet the requirements established by CalPERS to be eligible to receive this coverage under the District's health insurance plan.

(2) Regardless of date of hire, if a Retiree or his or her dependent chooses to participate in the District's CalPERS medical insurance coverage and such Retiree or dependent is qualified to do so, the District pays the Minimum Employer Contribution as defined in Section 22892 of the Public Employee Medical and Hospital Care Act directly to CalPERS. It is the responsibility of the Retiree or dependent to pay CalPERS directly for the remainder of the cost of the medical insurance.

(3) Coverage for Retirees is subject to the following added condition: when a Retiree attains Medicare eligible age, they must enroll in and retain both Parts A and B of Medicare to continue coverage in a Medicare Supplement group plan offered by a District-authorized carrier.

(4) If a Retiree or his or her dependents choose to participate in the District's CalPERS health insurance coverage and are qualified to do so, the District will reimburse them for the cost of health insurance as follows:

(i) For Retirees hired as Employees by the District before July 1, 1995, who have worked at the District for five contiguous years, the District will reimburse them for the total cost of health insurance premiums for the Retiree and any qualified dependents. Upon the death of the Employee, the District will continue to reimburse the Employee's dependents for their health care premiums as long as they are allowed to remain insured under CalPERS rules and regulations.

(ii) For Retirees hired as Employees by the District on or after July 1, 1995 and before January 1, 2013 who have worked at the District for 12 contiguous years, the District will reimburse them for the total cost of health insurance premium for the Retiree only (no dependents). Upon the death of the Employee, the District will continue to pay the current CalPERS health insurance plan Minimum Employer Contribution for the Employee's dependents as long as they are allowed to remain insured under CalPERS rules and regulations.

(iii) For Retirees hired as Employees by the District on or after January 1, 2013, the District will provide no direct reimbursement for the cost of health insurance. The District will only be responsible for the CalPERS health insurance plan Minimum Employer Contribution. Upon the death of the Employee, the District will continue to pay the current CalPERS health insurance plan Minimum Employer Contribution for the Employee's dependents as long as they are allowed to remain insured under CalPERS rules and regulations.

(5) Employees hired on or after January 1, 2013 shall participate in a Health Savings Account Plan (HSA) designed to provide reimbursement of Qualified Medical Expenses upon retirement. "Qualified Medical Expenses" are those expenses authorized under the provisions of Section 213(d) of the Internal Revenue Service Tax Code.

(i) The District's monthly contribution to an Employee's HSA plan will be revised annually on January 1st and will be based on the following calculation:

50% of the then-current maximum monthly premium for a single party HMO Plan available from CalPERS

Minus

the then-current CalPERS health insurance plan Minimum Employer Contribution.

(ii) Employees shall be fully vested for all District contributions made on their behalf after one year of employment at the District. If an Employee works for the District for less than one year, the funds in his or her HSA Plan shall revert to the District.

(iii) Effective the first pay period that an Employee is paid, and each bimonthly pay period thereafter, the District shall make a contribution to the Employee's HSA Plan. Payments shall be prorated for partial months of employment.

(iv) Any Employee who leaves District Employment for any reason will be eligible to withdraw funds for reimbursement of eligible medical expenses without regard to the Employee's age or years of service.

7.3 DENTAL AND VISION PLANS

The District will maintain membership in a group dental and vision plan, as selected and approved by the Board, subject to the following:

(a) For Employees, the District will pay the full cost of dental and vision insurance. The coverage will include the Employee and all dependents allowed by the insurance plan.

(b) Each Eligible Member may participate in these plans upon completion of the minimum amount of service established by the group plan.

(c) The District does not pay for either dental or vision benefits for any Retiree. Retirees are eligible under the provisions established through Consolidated Omnibus Budget Reconciliation Act (COBRA) to continue their coverage.

(d) It is the Employee's responsibility to report any and all events, which affect the eligibility of dependents for enrollment in either plan to the Human Resource and Risk Management Department within 30 days following the event. Initial enrollment of an Employee and eligible dependents or subsequent enrollment of eligible dependents must be accomplished within the time limits imposed by the plan administrator. An Employee who fails to notify the District and sign the appropriate form enrolling eligible dependents within the time limits provided for in the plan must wait until the next enrollment period provided for in the plan.

(e) In the event a question arises about a provision in the dental or vision insurance coverage, the information contained in the Summary Plan Description document issued by the plan administrator will prevail.

(f) The District shall permit and encourage a professional relationship between the service provider and the Employee, to be maintained without interference. The District shall not be liable for any act or omission by the service provider, his or her employees or agents, or any person performing dental, vision, or other professional services to eligible Employees.

7.4 DEFERRED COMPENSATION PLAN

(a) Employees of the District may defer portions of their compensation pursuant to the provisions of Section 457 of the Internal Revenue Code. Deferred compensation plans shall be approved by the Board by resolution or contract.

(b) The District may contract with firms, corporations, or investment institutions to facilitate or accomplish any investments made pursuant to this plan. This contracted program is completely funded by individual Employee contributions

made to individual Employee accounts. Each account is exclusively self-directed by the Employee. The District takes no action in funding or recommending investments and makes no guarantees as to the return on these investments. While Employees must endeavor to use reasonable care in the selection of any investment of funds held by the District pursuant to this plan, neither the District nor its Employees shall be liable to any participant or beneficiary for disappointing results or loss of funds.

7.5 FLEXIBLE SPENDING ACCOUNTS

(a) Employees may annually contribute to flexible spending accounts (IRS 125 Plan) maintained by the District. An Employee may contribute the maximum allowed by law in any plan year to a "Dependent Daycare Account" and/or an "Unreimbursed Medical Expense Account". Flexible spending accounts are subject to the provisions of prevailing tax law regarding limitations, administration, and disbursements.

(b) Dependent Daycare Account - The account administrator is responsible for reimbursing each participating Employee for amounts paid by the Employee during the plan year for dependent care. As used herein, dependent care is defined by Sections 105 and 125 of the Internal Revenue Code.

(c) Unreimbursed Medical Expense Account - The account administrator is responsible for reimbursing each participating Employee for amounts paid by the Employee during the plan year for medical expenses not reimbursed by medical insurance subject to limitations imposed by prevailing law.

7.6 EMPLOYEE ASSISTANCE PROGRAM

(a) In order to help maintain the well-being of its Employees, the District has established an Employee Assistance Program (EAP) that provides assessment and referral when problems of a personal nature affect the Employee's life and work. Participation in the Program shall be confidential and shall not be grounds for discipline.

(b) This program is intended to include, but is not limited to, those situations involving chemical dependency, financial planning, family issues affecting the Employee's ability to concentrate at work, and other situations affecting work performance. Coverage includes the Employee and family members. Employees may confidentially contact the EAP provider or seek assistance from the Manager of Human Resources and Risk Management who will refer the Employee to the EAP provider for assessment. The EAP will provide for the consultation at no cost to the Employee. Employees needing additional health related visits may utilize their personal health insurance. For other services, the EAP provider may provide referrals to community services.

(c) Participation in the EAP will not shield an Employee for whom there are independent grounds for discipline from disciplinary action.

7.7 LIFE INSURANCE PROGRAM

(a) The District provides each Employee with limited Life Insurance and Accidental Death and Dismemberment Coverage in the amount of $100,000. This coverage is provided at no cost to the Employee. This coverage amount may be reduced after Employees reach a certain age due to limitations in the insurance policy. Additionally, Employees have the option to, at their own expense, purchase additional insurance for themselves and their dependents.

(b) Payments for additional insurance may be made through payroll deduction.

7.8 HOLIDAY TIME

(a) Employees are entitled to leave of absence without loss of pay on the following designated holidays ("District Holidays"): January 1st; Martin Luther King, Jr.'s Birthday; President's Day; Memorial Day; July 4th; Labor Day; Veteran's Day; Thanksgiving Day; the day following Thanksgiving Day; and December 25th.

(b) If a District Holiday falls on Sunday, the following Monday is a holiday. If a holiday falls on Saturday, the preceding Friday is a holiday.

(c) If a holiday falls on an employee's flex day off, the employee will receive 8 hours of Comp Time to be used in accordance with the rules set forth in Section 12.4.42.2 of the Administration Code and section 6.3 of this handbook.

7.9 FLOATING TIME OFF

(a) Employees shall be credited with 16 hours of floating time off each calendar year. The time will be credited in January each year.

(b) Floating time off must be used during the calendar year in which it is credited. Unused floating time off will not be carried forward to the next calendar year.

(c) New Employees are credited with eight hours of floating time off if hired on or after July 1st and credited with 16 hours of floating time off if hired before July 1st.

(d) Any accrued but unused floating time off is paid to the Employee upon termination of employment.

(e) An Employee may request the use of floating time off as set forth in Sections 3.3(d) and 3.3(e), as applicable, and may take the time off if it is approved by his or her

Supervisor in advance in writing or by e-mail. Floating time off shall be used in increments of no less than 15 minutes.

7.10 ANNUAL LEAVE

An Employee may request the use of Annual Leave as set forth in Sections 3.3(d) and 3.3(e), as applicable, and may take the time off if it is approved by his or her Supervisor in advance in writing or by e-mail. Annual Leave shall be used in increments of no less than 15 minutes.

(a) Employees begin to accrue annual leave from the date of hire. Thereafter, for continuous service, annual leave credit shall be earned at the following rates:

(1) Employment start through 48 months, eight hours per month,

(2) 49 through 108 months, 10 hours per month,

(3) 109through 168 months, 12 hours per month,

(4) 169 through 240 months, 14 hours per month,

(5) Over 240 months, 14.66 hours per month.

(b) In order to attract experienced candidates for key positions, the General Manager may, for the purposes of calculating Annual Leave only, credit a new Employee with additional years of employment at the District commensurate with that Employee's relevant work experience.

(c) Unused leave credit shall be accumulated and carried forward from month-to-month. An Employee may accrue up to 480 hours of annual leave and Comp Time combined. Once an Employee's accrual balance reaches that limit, the Employee will no longer accrue additional leave.

(d) Twice each year, in April and October, *the District will offer Employees an option to convert annual leave and earned Comp Time into a cash payment. In the case of financial hardship, the conversion may be done at other times with the approval of the General Manager.*

(1) For each hour of time converted, the Employee will receive cash in the amount of his or her current Hourly Rate of pay, less applicable taxes.

(2) In order to qualify for this conversion, the Employee must:

(i) have taken at least 80 hours of annual leave time and/or Comp Time

off during the preceding 12 months, and

(ii) have at least 80 hours of combined annual leave and Comp Time remaining in his or her accrual after the conversion has been completed.

The General Manager can waive these requirements if the employee submits a request to the General Manager in writing stating why they were unable to meet the conversion qualification requirements.

(e) Upon termination of employment, Employees shall be entitled to cash payment for unused annual leave credit accumulated prior to the separation date.

(f) The District reserves the right to deny annual leave time if it would result in a payment beyond the normal salary payment for any pay period.

7.11 PAID SICK LEAVE

(a) Sick leave for pay credit shall be accumulated at the rate of four hours of leave for each pay period of employment.

(b) Sick leave credit shall be accumulated and carried forward from month to month.

(c) If an Employee retires from the District, unused accumulated sick leave may be converted to additional CalPERS service credit based on the guidelines established under the District's CalPERS contract. Unused sick leave is not otherwise compensable.

(d) There is no limitation on the number of accumulated sick leave hours.

(e) The purpose of sick leave is to allow an Employee to fill in the hours needed to receive a full salary payment for any pay period. The District reserves the right to deny the payment of sick time if the payment would increase the amount of pay received beyond the normal salary payment for any pay period. "Denial of use" means that the Employees' sick leave account would not be reduced and the time requested would not be paid.

(f) Upon termination of employment, Employees are not entitled to cash payment for unused sick leave.

(g) To aid an Employee when the Employee or a family member has a serious or catastrophic illness or injury, sick leave may be transferred from one or more

Employees to the affected Employee, subject to the following conditions.

(1) The illness must qualify the receiving Employee for time off in accordance with the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

(2) Sick leave shall be transferred on an hour for hour basis and the transferring Employee must have at least 240 hours of sick leave remaining after the transfer has been completed.

(3) The transfer may not be made from any Employee to an Employee who signs his or her annual performance reviews.

(4) The donation request must be made in writing by the transferring Employee.

(5) The donation is subject to the approval of the General Manager and may be denied at his or her sole discretion.

(h) Sick leave shall not be considered a privilege which an Employee may use at his or her discretion but shall be used only in case of actual necessity.

(i) The time away from work associated with the following situations can be credited against sick leave:

(1) Incapacity due to illness, injury, or disability of the Employee.

(2) A female Employee's incapacity due to pregnancy, childbirth, miscarriage, abortion, or reproductive loss, a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

(3) Medical, dental, physical therapy, or ocular examinations or treatment of an Employee without incapacity.

(4) Illness in the Employee's or his or her spouse's immediate family. The following shall be considered members of the immediate family: spouse, domestic partner, children, mother, father, brother, sister, and grandparents.

(5) Sick leave time may be used during time off for the following types of leave described in the Section of this Handbook entitled "Statutory Leave":

(i) Family and Medical Care leave

(ii) California Family Rights Act leave

(iii) Pregnancy-related job modification or disability leave

(iv) Bone marrow or organ donor leave

(v) Workers' compensation leave

(6) Employees may use sick leave to supplement disability payments to bring their pay up to 100% of normal pay. Employees cannot receive more than 100% of normal pay while on disability. The sick leave balance will be debited by an amount equivalent in hours to the supplemental payment.

(j) When an Employee qualifies for sick leave, the Employee must notify his or her Supervisor or Manager by phone, voice mail, e-mail, or text before the start of normal work hours. To the degree possible, routine appointments for medical, dental, or similar services shall be scheduled to minimize interference with work hours. If an appointment is scheduled during the Employee's normal work hours and assigned duties, the Employee shall notify his or her Supervisor or Manager of the appointment at least four days prior to the date of the appointment.

(k) Any Employee who is absent due to illness, injury, or disability may be required to file a written statement showing the type of illness or reason for absence. In addition, at the discretion of the Supervisor and the concurrence of the applicable Manager and General Manager, the Employee may be required to file a statement from the attending physician indicating:

(1) The nature of the illness or reason for absence.

(2) The Employee has recovered and is able to return to the performance of his or her duties.

7.12 DISTRICT HOUSING

(a) *The District may lease District-owned residences at Lake Bard to certain Employees subject to certain qualifications and duties as specified in the lease.* Selection of Employees for residence at Lake Bard will be based on the best interests of the District. Technical abilities to operate, troubleshoot, and repair essential water system components may be factors in selection. Key factors in selection may also include certification as a water distribution operator and/or treatment operator and training in NFPA 70E Electrical Safety in the Workplace (Arc Flash) procedures.

(b) Every five years, the General Manager will evaluate the leases for the three residences at Lake Bard in accordance with the terms of the Lease.

(c) Each Employee who leases a residence at Lake Bard (Lessee) is responsible for making a good faith effort to timely respond to requests for assistance by the District. Requests for assistance include, but are not limited to, responding to security breaches; interfacing with local police and fire departments; responding to issues with standby power, water system operations, and water treatment operations; and remaining on-site for anticipated assistance.

(1) In the event that a Lessee proposes to relinquish responder duties and associated on-call per diem payments for more than 24 hours, the Lessee must provide the Manager of Operations and Maintenance with written notice via email no earlier than 180 days before the date of the leave. The third Lessee to submit notice for any day will not be granted leave for that day.

(2) The minimum period of leave for the purposes of responder duties and on-call per diem payments shall be one day.

(3) No Lessee shall respond to requests for assistance under the influence of alcohol or medications which may impair performance. If a Lessee is so impaired, Lessee must inform the person requesting assistance on behalf of the District and forego any on-call per diem payment for that day.

(4) Each Lessee must maintain a current cell phone number on file with the Manager of Operations and Maintenance and the Operations Division / Control Room.

(d) Lessees are responsible for paying:

(1) a monthly rent comparable to market rates for similar housing, which will increase each subsequent January in accordance with the December annual CPI increase for the local area,

(2) the cost of propane gas and tank rental, electricity, and (in the case of House No. 3) sewer, and

(3) all County taxes, including property taxes, associated with living in a publicly owned property.

(e) Lessees are solely responsible for routine maintenance of the residence, including lawn care, tree trimming, touch-up painting, carpet cleaning, and rodent control. The District will provide general building maintenance, including structural repairs, plumbing, HVAC and appliance repair. Modifications and enhancements to the property or structure desired by the resident must be proposed in writing to the Manager of Operations and Maintenance and approved in advance. If approved,

the District will coordinate the services and Lessee may be required to bear all costs.

(f) If a Lessee fails to make the payments described in 7.12(d) in a timely manner, provide the required response services described in 7.12 (c), properly maintain the residence, or generally behave in a professional manner, the lease may be terminated, and the Employee provided with a 30-day notice to vacate the residence. All decisions to terminate a lease pursuant to this provision shall be at the sole discretion of the District.

(g) To the extent that the language in this section of the Handbook directly conflicts with the terms of the Lease, the language in the Lease shall take precedent.

7.13 PROFESSIONAL DUES

(a) The District will pay for the renewal of professional dues for Employees when such dues are related to their fulfillment of duties for the District pursuant to authorization by the General Manager.

(b) Professional dues include those mandated by regulatory agencies governing the activities of the District, and include, but are not limited to, the maintenance of professional registration or certification as a Water Treatment Operator, Water Distribution Operator, Engineer, Notary Public, or Laboratory Technician.

7.14 TUITION REIMBURSEMENT

To encourage training and professional career advancement, the District may reimburse the costs of tuition, registration, books, laboratory and parking fees subject to the following terms and conditions:

(a) Coursework must be related to the Employee's present position with the District or be expected to provide the District with future benefit. Notwithstanding the foregoing, courses not related to the Employee's present position with the District, or which are not expected to provide the District with future benefit, but are required to complete an approved degree, may qualify for reimbursement. Such courses must be approved in advance by the General Manager;

(b) The maximum rate of reimbursement for tuition costs will be limited to maximum reimbursable amounts per quarter unit or semester unit. The rate of reimbursement is adjusted annually in accordance with the procedure described in Admin Code Section 12.4.2(b). The maximum reimbursable amounts are available in the Human Resources section on the District's intranet;

(c) Coursework is limited to 12 units per quarter or semester, as applicable;

(d) In order to be eligible for reimbursement, the Employee must successfully complete all coursework for which reimbursement is to be paid with a grade of "C" or better or a passing grade if students are graded only on a "pass or fail" basis;

(e) Prior to enrollment, the Employee seeking tuition reimbursement must submit his or her course of study to the General Manager or Deputy General Manager for approval. The General Manager or Deputy General Manager's prior written approval is required for the tuition fees to be eligible for reimbursement.

PART 8 - STATUTORY BENEFITS

8.1 GENERAL BENEFITS

Statutory Benefits are those required by federal or California law to be provided to every Employee. These benefits include disability insurance, participation in Social Security and Medicare programs, and workers' compensation insurance.

Although CalPERS retirement and medical benefits are provided by statute, the District's level of participation is elective, so these benefits are described in the section entitled "Elective Benefits."

8.2 DISABILITY INSURANCE

The District provides and pays for disability insurance coverage for each Employee by contracting with a provider for short-term and long-term group disability insurance policies. This coverage is in lieu of participation in the State Disability Insurance (SDI) Program and, subject to the terms of the plan, provides a guaranteed minimum income if an Employee is unable to work because of an illness or injury that is not associated with employment. Each Employee receives a copy of the plan summary description document when hired, upon request from the Human Resources and Risk Management Department, and any time program changes occur.

8.3 SOCIAL SECURITY AND MEDICARE

The District participates in both the federal Social Security and Medicare programs. As required by federal law, a portion of each Employee's wages, in addition to an amount provided by the District, is paid to the programs for each Employee.

8.4 WORKERS' COMPENSATION INSURANCE

(a) The District provides workers' compensation insurance coverage as required by applicable law.

(b) Employees must report all work-related injuries to their Supervisor immediately. At a minimum, the report must be made on the day of the injury. In the absence of an Employee's Supervisor, the injury must be reported to a member of the Human Resources and Risk Management Department or to any Supervisor or Manager. Depending on the circumstances, failure to report a work-related injury on the day of the injury may be cause for disciplinary action to be taken against the Employee.

Employees who have suffered a work-related injury are required to complete a written Employee Claim form (DWC 1) and may be required to complete other

forms for reporting the injury to the District's workers' compensation carrier and the medical treatment facility. These forms are available from any member of the Human Resources and Risk Management Department and must be returned to that Department. First aid, medical treatment or medical evaluation must be provided on the day of the injury.

Employees have the right to request to see their personal physician. To exercise this right, they must have a waiver request on file at the District at least 30 days prior to the injury, their physician must accept workers compensation as full payment, and the doctor must see the Employee on the day of the injury. The waiver will be kept in the Employee's medical file. If an Employee elects on the day of a work-related injury to seek medical treatment with their personal physician and has not informed the District nor completed the necessary waiver 30 days prior to the work-related injury, the Employee must be treated by a physician selected by the District.

(c) Once a Supervisor or Manager becomes aware of an Employee's work-related injury, whether by the Employee's report or otherwise, the Supervisor or Manager shall also immediately notify the Environmental Health and Safety Specialist and the Human Resources and Risk Management Department.

(d) Any serious injury or death requires that the Human Resources and Risk Management Department make a telephone report to the nearest California Division of Occupational Safety and Health (OSHA). This report must be made within 8 hours of the injury or death. OSHA defines a serious injury as any injury that results in a 911 call resulting in a response by fire department, police, or ambulance or any injury resulting in hospitalization over 24 hours for other than observation.

(e) The Environmental Health and Safety Specialist has the responsibility of investigating applicable incidents, documenting the findings of the investigation, discussing matters with appropriate District staff, and implementing any changes, as necessary. In addition, the Environmental Health and Safety Specialist is responsible for reporting, discussing and cooperating with staff of any external regulatory agency with authority to intervene and/or investigate a work-related injury.

8.5 WORKERS' COMPENSATION DISCLAIMER NOTICE

The District's Workers' Compensation Insurance carrier is not liable for the payment of workers' compensation benefits for an injury which arises out of an Employee's voluntary participation in any off-duty recreational, social, or athletic activity, which is not within the course and scope of Employees' District employment.

8.6 EARLY RETURN-TO-WORK PROGRAM

(a) The District recognizes the need to provide temporary modified work to Employees who are unable to perform their regularly assigned duties. The District has implemented an "Early Return-to-Work" program, applicable to all Employees, which is designed to return the injured Employee to work in a physically appropriate job as soon as the treating physician deems it medically feasible. This policy is consistent with the District's responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities.

(b) The purpose of this program is to: 1) assist Employees in the transition from disability to full recovery while continuing to be a productive part of the work force, and minimizing the deterioration of the Employee's work skills, health, and attitude that may result from prolonged work absence; and 2) provide management with a constructive program to reduce the cost of Workers' Compensation and to minimize the loss of productivity.

(c) The Manager of Human Resources and Risk Management will coordinate the Employee's eligibility for the Early Return-to-Work program, placement in modified work, record keeping and monitoring the progress, and return of the Employee(s) to a normal work program.

(d) The modified/alternative work will be assigned as soon as possible, consistent with a doctor's evaluation to avoid lost time and wages. The modified/alternative work assignment is not considered to be part of the regular staffing pattern. The Employee must have a medical clearance authorization slip from the attending physician specifying work restrictions and abilities. As long as work can be provided, the Employee must participate in the program. If the Employee's health status changes, it must be reported immediately to his or her Supervisor.

(e) Early Return-to-Work program participants are encouraged to schedule physical therapy and doctor's appointments around their work schedule. If this cannot be arranged, appointments should be scheduled at the beginning or end of the workday.

(f) While on the modified/alternative work program, Employees will be evaluated at 30-to-45-day intervals or when medically stationary (i.e., the affected Employee has achieved his or her maximum recovery and no further significant change is expected), whichever occurs first.

(g) A modified/alternative job offer will be made only when the work is available and of benefit to the District. The modified/alternative job, if offered, will end on the date the Employee receives a release from the treating physician to return to unmodified duties, or it may be ended at any time if there is no longer a need for modified work. Each case will be assessed individually based on need.

PART 9 - STATUTORY LEAVE

9.1 FAMILY & MEDICAL CARE LEAVE/CALIFORNIA FAMILY RIGHTS ACT LEAVE (FMLA/CFRA)

(a) ENTITLEMENT TO LEAVE

(1) The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) guarantee eligible Employees a medical or family care leave of absence without pay for a maximum of 12 weeks within a rolling 12-month period measured backward from the date the Employee uses any FMLA/CFRA leave.

(2) To be eligible for this leave, an Employee must (1) have been employed at the District for at least 12 months within the past 5 years and (2) have worked at least 1,250 hours in the year preceding the request for leave.

(3) FMLA/CFRA leave will be granted for: (1) the serious health condition of an Employee which makes the Employee unable to perform the functions of his or her position; (2) the birth, adoption, foster care placement, or serious illness of the Employee's child; or (3) to care for the Employee's parent, parent-in-law, spouse, registered domestic partner, or designated person, i.e., an individual related by blood or whose association to with an Employee is equivalent of a family relationship, who has a serious health condition. An Employee may designate an individual at the time the Employee requests leave, but the Employee is limited to one designated person per 12-month period. Leave for the birth, adoption, or foster care placement of a child must be taken within one year of the child's birth, adoption, or placement.

(4) If an Employee's own serious health condition continues beyond 12 weeks, the District cannot guarantee reinstatement, but in the event of a disability the circumstances will be considered to determine whether further unpaid leave time would be a reasonable accommodation. An Employee who fails to return to work as scheduled at the end of a leave without obtaining prior approval for continued leave will be assumed to have voluntarily resigned from the District.

(b) KEY POSITION EMPLOYEES

If an Employee holds a "key position" (defined as being among the highest-paid 10% of Employees), the Employee may not be returned to his or her former or equivalent position following a leave if keeping the subject position available would cause substantial economic injury to the District, as determined on a case-by-case basis.

(c) LEAVE FOR CARE OF FAMILY MEMBERS IN THE MILITARY

An Employee may take up to 12 weeks of FMLA leave because of any special circumstances that arise out of the fact that a spouse, child, or parent is on active duty or has been called to active duty as a reservist, National Guardsperson, or existing active-duty serviceperson. This leave applies even if no medical condition or injury exists that would otherwise qualify for FMLA/CFRA leave.

(d) LEAVE FOR CARE OF INJURED MILITARY FAMILY MEMBER

An Employee may take up to 26 weeks of FMLA leave to care for a parent, child, spouse, nearest blood relative, or registered domestic partner who is injured while on active duty in the U.S. Armed Forces within the 5 years preceding the date of the requested leave.

(e) APPLYING FOR LEAVE

(1) Employees must submit requests for leave in writing to the Manager of Human Resources and Risk Management on the forms available from the Human Resources and Risk Management Department. The District will provide notification, in writing, if leave has been approved. At least 1 week prior to return to work, Employees must provide written notice to Manager of Human Resources and Risk Management of their intent to resume work.

(2) If a request for leave is due to the serious health condition of an Employee or a qualified person, then a physician's certificate along with a request for leave must be provided. The certificate must set forth the date when the condition commenced, its probable duration, an estimate of the time needed for care, and a statement that the condition warrants the leave. Before returning to work after a leave of absence based on an Employee's own medical condition, the District must be provided with a written statement from the Employee's medical doctor, on the forms available from the Human Resources and Risk Management Department, confirming the Employee's ability to return to his or her regular duties and specify any restrictions.

9.2 DISABILITY BENEFITS

Employees may be eligible for disability insurance payment for the unpaid portion of leave. Information regarding disability benefits may be obtained from the Manager of Human Resources and Risk Management.

9.3 PREGNANCY-RELATED JOB MODIFICATION OR DISABILITY LEAVE

(a) If an Employee is pregnant, she may request a modification of her job duties or a transfer to a less strenuous or hazardous position. The District will accommodate requests for a modification or transfer if it is medically advisable and can be reasonably accommodated without undue hardship to the District. An Employee must provide a certification from a health care provider confirming the medical need for a job modification or transfer. Before returning to normal work duties or schedule, the Employee must provide a written statement from her physician, confirming her ability to return to regular duties and any limitations upon her ability to work.

(b) If an Employee is disabled by pregnancy, childbirth, or related medical conditions, she may take unpaid pregnancy disability leave (PDL). The PDL covers any period(s) of physician-certified disability of up to four months (88 working days for a full-time Employee) per pregnancy. At the end of the leave, the Employee will be reinstated in the same or a substantially equivalent position unless the position has been eliminated because of a change in business conditions or operations.

(c) An Employee does not need to take PDL in one continuous period of time. Time-off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth, and pregnancy-related medical appointments would all be covered by PDL. The Employee must provide a certification from her health care provider of her pregnancy disability. Before returning to work after a disability leave of absence, the Employee must provide the District with a written statement from her physician, confirming her ability to return to her regular duties and whether any limitations apply.

(d) If an Employee has been on and intends to take CFRA leave or Paid Family Leave for baby bonding purposes after the birth of a child, the Employee must provide the District with a certification of the change of leave status.

9.4 COORDINATING PDL, CFRA LEAVE, AND PAID FAMILY LEAVE

(a) If Employees have been employed by the District for at least one continuous year and worked at least 1,250 hours in the year preceding the request for leave, the Employee may request CFRA leave of up to 12 Work Weeks to bond with her child after the Employee's physician has released her from post-delivery PDL. This unpaid CFRA leave is separate from the right to take PDL (and concurrent FMLA leave, if applicable). This baby-bonding leave must be taken in minimum increments of 2 weeks and is available within 1 year after the birth of a child.

(b) The maximum possible combined unpaid leave for a pregnant woman is up to 4 months for pregnancy disability if medically required (which includes any period

of disability certified by a physician after the birth of the child), plus 12 Work Weeks to care for and bond with the newborn child. CFRA leave may overlap with Paid Family Leave.

9.5 PAID FAMILY LEAVE ACT

(a) Under California's Paid Family Leave Act, an Employee may be eligible to receive payments from the state Employment Development Department while they are on leave for up to 6 weeks of leave to care for an ill family member (defined as parent, child, spouse, registered domestic partner, or designated person, i.e., an individual related by blood or whose association with the employee is equivalent of a family relationship) or for bonding with a newborn or recent adoptee. To be eligible for State Disability Insurance [SDI] Payments under Paid Family Leave, the Employee must have earned at least $300 from which SDI deductions were withheld during previous employment within the base period. A base period covers 12 months and is divided into four consecutive quarters. The base period includes wages subject to SDI tax that were paid about 5 to 18 months before the disability claim began. It is expected that most District employees will not be eligible for such SDI payments.

(b) The District does not pay for the leave and the District cannot guarantee that a position will be held open after a Paid Family Leave, although the District will make an effort to return the Employee to the same or similar job. The District will not retaliate against an Employee for requesting or taking Paid Family Leave. This leave may run concurrently with FMLA or CFRA leave.

9.6 BONE MARROW OR ORGAN DONOR LEAVE

(a) An Employee is eligible for paid leave of up to 5 days each year to serve as a bone marrow donor or paid leave of up to 30 days each year to serve as an organ donor. An Employee must apply 10 days of accrued sick or Annual Leave to the organ donation leave and 5 days of sick or Annual Leave for the bone marrow donation leave and the Employee may choose to use additional accrued paid leave. If the Employee requires additional leave time to be a donor, the Employee may apply available unpaid leave time, as needed.

(b) To be eligible for this leave, an Employee must provide medical certification of the need for leave and a written release to return to work at the conclusion of the leave. Benefits will continue to accrue and the District will pay its usual share of insurance premiums during the leave. Depending upon the circumstances of the leave, FMLA and CFRA may apply to the request for donor leave.

9.7 WORKERS' COMPENSATION LEAVE

(a) If an Employee suffers a work-related injury or illness, the Employee will receive coverage for both medical care and partial reimbursement for lost wages through the District's participation in the Workers' Compensation Insurance Program. Time off will continue until one of the following situations occurs:

(1) The District receives written notice that the Employee is released for full duty and can return to work.

(2) The District receives medical evidence that the Employee will be unable to return to work at any time in the future; the Employee resigns from his or her position; or did not return to work after the approved leave expired.

(3) When an Employee's condition allows, the Employee will be enrolled in the Early Return-to-Work Program if appropriate work can be assigned and accommodations provided for the injured Employee.

The District may require an examination by a medical professional of its choice at no cost to the Employee to verify the ability of the Employee to begin or remain on a medical leave.

(b) If an Employee returns to work at the end of a leave of absence, the Employee will be reinstated to his or her former position, unless business conditions have caused the elimination of the position. If the position is not available, the Employee will be offered any available opening in a comparable position for which they are qualified. If there is no such position, the Employee will be terminated.

9.8 CIVIL AIR PATROL LEAVE

Members of the California Civil Air Patrol are entitled to time off to serve when called. Leave requests must be made by submitting documentation of Employee's service to the Manager of Human Resources and Risk Management.

9.9 VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR OTHER CRIMES

(a) Victims of domestic violence, sexual assault, or other violent crimes, or whose family members are victims of such crimes, are entitled to reasonable time off without pay to obtain legal relief, such as a temporary restraining order or other injunctive relief. Employees may use available Sick Leave, Annual Leave, or Comp Time depending on the circumstances requiring the time off.

(b) Such victims, or family members of such victims, are also entitled to time off without pay to seek medical attention; to obtain assistance or services from a

domestic violence shelter, program, or rape crisis center; to obtain psychological counseling; or to take other steps to ensure their safety and well-being. Requests must be made to the Manager of Human Resources and Risk Management with reasonable advance notice whenever possible and with documentation of the need for time off. Proper documentation may include a police report, a restraining order or other notice of a court appearance, or documentation from a medical professional, health care provider, domestic violence advocate, or counselor stating that Employee is undergoing treatment for physical or mental injuries or abuse. Time off will run concurrently with leave time provided under FMLA.

9.10 BEREAVEMENT LEAVE/REPRODUCTIVE LOSS LEAVE

Employees are entitled to paid bereavement leave of up to 5 days following the death of an Employee's or his or her spouse's immediate family member, including a spouse, child or stepchild, parent or stepparent, grandparent, sibling or stepsibling, or registered domestic partner. Employees are also entitled to paid Reproductive Loss Leave of up to 5 days following a reproductive loss event, i.e., failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Bereavement Leave and Reproductive Loss Leave are subject to approval by the Employee's Supervisor. The District may request satisfactory documentation of the need for leave. The General Manager may approve an extension of up to 5 days based on the Employee's reasonable request depending upon the totality of the circumstances.

9.11 TIME OFF TO VOTE

Employees are encouraged to register to submit absentee ballots to avoid missing work in order to vote. If an Employee is unable to register as an absentee voter and if normally scheduled work hours prevent that Employee from voting in any statewide election, they may take up to two hours of paid time off to vote at the beginning or end of the workday. Request for such time off must be made at least two days in advance and his or her Supervisor must be provided with a voting receipt.

9.12 TIME OFF FOR VISITING CHILD'S SCHOOL

As provided below, the District will approve requests for time off for Employees who are parents or guardians of a student who have been summoned to appear at the student's school under the Education Code. The Employee must provide reasonable notice and documentation of the appearance to the Manager of Human Resources and Risk Management. A parent, guardian, or grandparent with custody of a child in a licensed day care facility or in kindergarten through grade 12, may take up to 40 hours (no more than eight hours per calendar month) for each child during each school year to participate in the child's school activities. Employees must give reasonable notice to their Supervisor. Employees can apply accrued Annual Leave, Floating Holiday Time, or Comp Time to this time off.

9.13 MILITARY LEAVE

Military leave shall be granted as required by applicable law. All Employees entitled to annual military leave shall give the General Manager an opportunity within the limits of military regulations to determine when such leave shall be taken. A copy of military orders shall be filed with the District.

9.14 JURY DUTY

All Employees are eligible to receive annually up to five days of jury duty leave with pay when required by any legally constituted court to appear for jury service. In order to qualify for paid jury leave, Employees are required to furnish both a copy of the summons and proof of attendance at the court to the Human Resources and Risk Management Department. In the absence of proof of attendance, an Employee will be required to use other leave to reimburse the District for any pay received while away from work. Employees are authorized to waive the per diem payment provided for jury service. However, if per diem is received, an amount equal to the per diem paid by the court to the Employee shall be paid to the District. No deduction will be made for the value of mileage allowances, meals, or lodging furnished by the court.

PART 10 - SAFETY POLICIES AND MEDICAL TESTING

10.1 INTRODUCTION

The District is committed to developing a partnership between Managers, Supervisors, and Employees in implementing an effective safety program. It is the responsibility of management and supervisory personnel to be aware of all known safety hazards and to provide suitable safety equipment, training, and supervision to each Employee. It is the policy of the District to comply with all federal, state, and local health and safety regulations and to provide a work environment as free as practicable from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by the District or by federal, state, or local law.

10.2 SAFETY PROGRAM, MANAGEMENT, AND RESPONSIBILITY

(a) The General Manager is responsible for the following:

(1) Provide the necessary materials, equipment, training, and staff for an effective safety program for all Employees.

(2) Report to the Board on the status of the safety program and loss control.

(3) Hold all Employees responsible and accountable for safe work practices and participation in safety training.

(4) Provide active leadership and participation in the safety program.

(5) Monitor the efficiency and effectiveness of the program.

(b) The Manager of Human Resources and Risk Management and Environmental Health and Safety Specialist oversee the District's safety policies and procedures. Their responsibilities include:

(1) Developing and implementing written safety plans and programs that provide Employees with current safety and health information.

(2) Coordinating and implementing a comprehensive safety training program for all Employees to include the documentation needed to support the training.

(3) Monitoring compliance with District safety rules and regulations and applicable health and safety standards established by federal, state, and local laws or regulations.

(4) Investigating and correcting recognized unsafe and unhealthy working conditions or potential hazards.

(5) Conducting safety and health inspections of all District work areas or locations where Employees are required to work.

(6) Investigating all accidents, hazardous incidents, and fires involving Employees, or which occur on District property; preparing all necessary reports and coordinate any follow-up actions; and representing the District on any investigations conducted by any outside agency.

(7) Evaluating the effectiveness of the District's safety program.

(8) Ensuring that all required notices required by law are properly posted.

(9) Conducting safety meetings.

(c) Managers, Supervisors, and crew leaders are responsible for the following:

(1) Understanding and enforcing safety regulations.

(2) Recommending and assisting in the planning and coordination of safety training programs and enforcing attendance at those meetings.

(3) Conducting safety inspections of work areas.

(4) Coordinating and cooperating during accident investigations and implementing corrective actions.

(5) Reporting unsafe work practices to the appropriate Manager, Manager of Human Resources and Risk Management, or Environmental Health and Safety Specialist for corrective action.

(6) Reporting accidents and injuries immediately and ensuring that any injured Employee is referred to appropriate medical care.

(d) The responsibility of each Employee is to follow safe working practices and comply with safety rules and regulations. Employees are expected to assist management and supervisory personnel in accident prevention and loss control. Additional responsibilities are to:

(1) Recognize possible hazards and hazardous situations before they occur and implement accepted safety procedures.

(2) Adhere to all safety rules and regulations.

(3) Coach fellow Employees on safe work practices and the appropriate use of Personal Protective Equipment (PPE).

(4) Report all unsafe conditions to the Supervisor or senior crew leader.

(5) Report all injuries to the Supervisor as soon as possible.

(6) Practice and maintain good housekeeping duties.

(7) Assure that tools and equipment are properly maintained and in a safe working condition.

(8) Report unsafe tools and equipment for repair or replacement.

(9) Ensure that safety guards on tools and equipment are in place and used during operation.

(e) Employees will be trained in safe work practices. If unsafe work practices are observed, the Employee will be retrained to ensure that he or she complies with safe work practices. Disciplinary action can be used to ensure compliance with safety rules and procedures. The District will not tolerate non-compliance with safety policies and safe work practices by Employees.

10.3 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

(a) Uniforms

(1) All Employees represent the District in their daily interaction with the public. To present a professional impression, the District provides work uniforms to all Employees whose duties require that they work outside of an office environment a significant portion of time ("Qualifying Employees"). Such Employees are required to wear an approved uniform while working outside of the office. An approved uniform consists of a District provided collared shirt and work pants or equivalent clothing that is appropriate for the conditions, location, and activities associated with the work and that presents a professional impression.

(2) Qualifying Employees will receive an annual allocation of collared shirts and work pants and/or equivalent clothing that is appropriate for the conditions, location, and activities one time each fiscal year. Work uniforms must be kept clean and in good condition. Cleaning of work uniforms is the responsibility of the Employee. “Good Condition” is defined as absent

holes, excessive spots, or stains. Qualifying Employees are required to arrive at work wearing an approved uniform.

(3) For Employees who work in the field, but are not required to wear a uniform, an allowance will be provided each fiscal year for purchase of clothing suitable for their work. These clothes must be long pants and collared shirts (for men) and conservative shirts (for women). The District will withhold tax for this allowance in accordance with federal law (Internal Revenue Code §162; Reg. §1.62-2(c)(1)).

(4) The Manager of Human Resources and Risk Management shall maintain an Approved Uniform List that will include each position that works in the field, whether they are required to wear a uniform, and how many pants and shirts they are to be issued or reimbursed for each year.

(i) Only those positions on the list may receive District uniforms or be reimbursed for clothing used in field work. The list and any modifications to the list are subject to approval by the General Manager, who shall indicate approval by signature.

(ii) The General Services Division will maintain a standard uniform catalog that will include shirts, pants, and outerwear for those required to wear a uniform. The uniform catalog and pricing will be updated annually at the start of each fiscal year. Any modifications to the standard uniform must be approved by the Manager of Operations and Maintenance.

(iii) At the start of the new fiscal year, the General Services Division will determine the allocation amount for uniforms for a single District employee for the year. This amount will be reported to the Manager of Human Resources and Risk Management so it can be used to distribute the Uniform Allowance to eligible employees.

(iv) The uniform allowance for clothing used in field work shall be made automatically to the positions on the list on one paycheck in the first quarter of each year.

(b) Personal Protective Equipment

(1) The District provides all required personal protective equipment to its Employees. This safety equipment includes safety boots, rubber boots, gloves, hard hats, eye protection, face protection, hearing protection, NFPA 70E arc flash clothing and equipment, and all levels of respiratory

equipment and any specialized equipment required for special duties (e.g., electrical protective clothing, welding or hazardous materials handling).

(2) All footwear must meet the applicable ANSI standard for work conditions. Each Employee working outside of the office environment will be allocated a maximum amount of money (periodically adjusted based upon market conditions) to be used in each fiscal year for the purchase and/or repair of footwear. If the full allocation is not used during a fiscal year, the remaining amount cannot be carried forward and applied to a purchase during a subsequent year.

(3) The Manager of Human Resources and Risk Management shall maintain an Approved Personal Protective Equipment List that will include each position that works in the field, what safety equipment they require, and how often it is to be issued.

10.4 EMPLOYEE MEDICAL TESTING

(a) MEDICAL AND PSYCHOLOGICAL EXAMINATIONS

The General Manager may request, at the District's expense, that any Employee undergo a physical or psychological examination when, in the General Manager's judgment, the circumstances of the job require it. In addition, the District requires physical or psychological examinations under the circumstances listed below:

(1) Prospective employees who have received an offer of employment with the District are required to participate in, and pass, a pre-employment, post-offer, fitness-for-duty medical examination that includes drug and alcohol screening.

(2) Employees who are required to perform work using respirators must have their medical status reviewed annually by the District-appointed physician.

(3) Employees whose duties require the use of self-contained breathing apparatus equipment must undergo a pulmonary assessment annually.

(4) Employees assigned to the HazMat Team require additional annual testing.

A copy of the physician's report of fitness (a summary document without details of the Employee's physical condition) will be made available to the Employee and a copy will be maintained in the Employee's confidential medical files.

(b) HEARING TESTS

Each Employee potentially subjected to excessive noise levels in the course of assigned work will have their hearing tested annually by a District-provided testing firm. A copy of the results will be provided to each Employee and a copy maintained in the confidential medical files for each Employee. The District shall not be liable for any act or omission by the hearing care professional, his or her employees or agents, or any person performing hearing care or other professional services to eligible Employees.

10.5 MEDICAL RECORDS

Medical records arising from examinations required by the District are the property of the District, and the examination records are to be treated as confidential and held in separate medical files. However, records of specific examinations, if required by law or regulation, will be made available to the Employee, persons designated and authorized by the Employee, public agencies, relevant insurance companies, or the Employee's doctor.

10.6 SUBSTANCE ABUSE POLICY

It is the policy of the District to maintain a workplace that is free from the effects of drug and alcohol abuse. An Employee who violates any of the following policies will be subject to discipline up to and including termination.

(a) The use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, abuse of prescription drugs, or open containers of alcohol on District premises, work sites, or elsewhere while conducting District business, is strictly prohibited. In addition, the District prohibits off-premises abuse of alcohol, marijuana, and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the District's reputation in the community.

(b) It is District policy to require all potential Managers, Supervisors, and new Employees for positions involving access to or work on a public drinking water system to take and pass both a drug and alcohol test administered by a medical facility chosen by the District. This policy is designed to avoid hiring (or assigning to such positions) persons whose use of drugs or alcohol would prevent them from performing their jobs or indicates a potential for impaired or unsafe job performance. Whenever applicants for employment are to be tested for the presence of drugs or alcohol, they are to be informed in advance and in writing.

(c) The District and all Employees are subject to the "Drug-Free Workplace Act." The provisions of this Act include the requirement that any Employee who is convicted of any criminal drug violation occurring in the workplace must report the conviction

to the Human Resources and Risk Management Department within five days, such that the District can take appropriate action as required by law.

(d) The District may conduct unannounced searches of District facilities and property for illegal drugs or open containers of alcohol. Employees are expected to cooperate in the conduct of such searches. Searches of Employees and their personal property may be conducted when there is reasonable suspicion that an Employee is in violation of the District's drug and alcohol policies. An Employee's consent to such a search is required as a condition of employment, and the Employee's refusal to consent may result in disciplinary action, including termination, although the Employee will first have the opportunity to contest the basis for the "reasonable suspicion."

(e) An Employee may be asked to take a drug and alcohol test to determine the presence of drugs, narcotics, or alcohol, unless the tests are prohibited by law. The following situations require drug and alcohol testing: pre-employment, post offer testing; reasonable suspicion testing; and return to duty random testing. Employees that agree to take the test must sign a consent form authorizing the test and the District's use of the test results for purposes of administering its discipline policy. It is a violation of this policy to refuse consent for these purposes or to test positive for alcohol or illegal drugs. Policy violations will result in discipline and may result in termination. Tests that are paid for by the District are the property of the District, and medical examination records will be treated as confidential and held in separate medical files. Records of specific examinations, if required by law, will be made available to the Employee, persons designated and authorized by the Employee, public agencies, relevant insurance companies, or the Employee's doctor.

(f) Supervisors should immediately report to the Human Resources and Risk Management Department any action by an Employee who demonstrates an unusual pattern of behavior. The Manager of Human Resources and Risk Management or General Manager in his or her absence will determine whether the Employee should be examined by a physician and/or tested for drugs and alcohol. An Employee whose behavior or other physical, mental or emotional condition, indicate that they may be under the influence of drugs, narcotics, or alcohol, will be required to be tested. A method of safe transportation to the testing facility will be arranged at no cost to the Employee.

(g) Employees must report their use of over the counter or prescribed medication to the Human Resources and Risk Management Department, if the use might impair their ability to perform their job safely and effectively. An evaluation will be made to determine if the Employee should have limitations or restrictions to his or her job assignments.

(h) An Employee who is experiencing work-related or personal problems resulting from drug, narcotic, or alcohol abuse or dependency may request, or be required to seek, counseling help. Participation in counseling, including District-sponsored or required counseling, is confidential and will not influence performance appraisals. Job performance, not the fact that an Employee seeks counseling, is the basis of all performance appraisals.

(i) An Employee who is abusing drugs or alcohol may be immediately terminated or, at the discretion of the General Manager and Manager of Human Resources and Risk Management, may be granted a leave of absence to undertake rehabilitation treatment. The Employee will not be permitted to return to work until the District has received a certification that the Employee can perform his or her job. Failure to cooperate with an agreed-upon treatment plan may result in discipline, up to and including termination. Participation in a treatment program does not insulate an Employee from the imposition of discipline for violations of this or other District policies.

10.7 SERIOUS DISEASES

(a) It is the policy of the District that Employees with infectious, long-term, life threatening, or other serious diseases may work as long as they are able to perform the duties of their job without undue risk to their own health or that of other Employees, customers, or members of the public.

(b) Serious diseases for the purposes of this policy include, but are not limited to, cancer, heart disease, major depression, multiple sclerosis, hepatitis, tuberculosis, human immunodeficiency virus (HIV), and acquired immune deficiency syndrome (AIDS). Employees afflicted with a serious disease are to be treated no differently than any other Employee. If the serious disease affects their ability to perform assigned duties, the Employee will be treated like other Employees who have disabilities which limit their performance.

(c) Employees who are diagnosed with a serious disease and who want an accommodation should inform their Supervisor, Manager, or the Manager of Human Resources and Risk Management of their limitations as soon as possible. The Employee must provide any pertinent medical information needed to make decisions regarding job assignments, ability to continue working, and a doctor's certification of the Employee's ability to perform assigned job duties. The Manager of Human Resources and Risk Management, Supervisor, Manager, District Counsel, and General Manager will review with the Employee the District's policy and options for the Employee. Issues that will be considered include Employee Assistance Program, leave and disability, infection control, accommodations available, performance and attendance expectations, and available benefits.

(d) The District will maintain the confidentiality of the diagnosis and medical records of Employees unless otherwise required by law. Information related to an Employee's serious disease will be treated as confidential and will not be disclosed to other Employees.

(e) The District will comply with applicable occupational safety regulations concerning Employees exposed to blood or other potentially infectious materials. Universal precautions, engineering and work practice controls, and personal protective equipment will be used where appropriate to limit the spread of disease in the workplace.

(f) An Employee concerned about being infected with a serious disease by a coworker, customer, or other person should convey this concern to their Supervisor, their Manager, or the Manager of Human Resources and Risk Management. Employees who refuse to work with a person known or suspected to have a serious disease, without first discussing their concern with his or her Supervisor and Manager, will be subject to discipline, up to and including termination. In addition, where there is little or no evidence of risk of infection to the concerned Employee, the Employee's continued refusal may result in discipline, up to and including termination.

10.8 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) refers to a series of federal laws that provide for continuing medical, dental, and vision insurance coverage for former Employees and dependents. The law defines the qualifications and circumstances required to qualify for this program and the length of time that the coverage will remain in effect. Payment for this coverage is entirely the responsibility of the Employee or dependent beneficiary receiving the benefit. The amount of the payment is the same as is paid by the District for the same coverage, plus a 2% administrative fee.

10.9 SECURITY

(a) It is the policy of the District to make reasonable efforts to provide for the security of its property, its Employees, and authorized visitors. The District has designated the Manager of Human Resources and Risk Management to oversee the District's security policies and procedures.

(b) Employees are expected to exercise reasonable care for their own protection and for that of their personal property while on the District premises and while away from the premises on business. The District assumes no responsibility for loss, damage, or theft of personal property.

(c) Employees are required to comply with all security procedures provided by the District and should immediately report any violations or potential problems to their Supervisor, Manager, the Manager of Operations and Maintenance, or the Environmental Health and Safety Specialist. Illegal acts committed by Employees will be reported to law enforcement authorities.

(d) Employees share responsibility for maintaining facility security. Employees are expected to remain alert to individuals entering or moving throughout District facilities, ensure exterior doors, gates, and other secured access points are not left open or unsecured, and refrain from allowing unknown individuals to enter secured areas behind them without proper authorization. Employees hosting visitors are responsible for ensuring visitors have completed the sign-in process, remain in areas appropriate to the purpose of their visit, and are properly escorted when entering restricted areas. Employees should not share keys, gate codes, or other security credentials with unauthorized individuals.

1. All visitors must enter through the Administration Building and sign in before accessing District facilities. Visitors may be required to provide their name, organization, purpose of visit, and the name of the employee or department they are visiting. Visitor identification or badges, when issued, must be displayed while on District property.

   Visitors are not permitted to independently access restricted or non-public areas unless specifically authorized by the District. Restricted areas include the Calleguas Water Campus, active construction sites, remote facilities, and other locations designated as restricted. Visitors entering these areas must be accompanied by an authorized District employee unless prior approval for unescorted access has been granted.

2. At the conclusion of a visit, visitors must sign out and return any visitor badge, or other District-issued item. Individuals who do not comply with District visitor requirements may be denied entry or directed to leave District property.

PART 11 – EMPLOYEE REIMBURSEMENT POLICY

11.1 GENERAL

Payment for travel and other expenses incurred by a District Employee shall be allowed only for the purpose of furthering the interests of the District. It is the purpose of this policy to provide guidelines and procedures to assist in claiming reimbursement of all such expenses. Expenses incurred on behalf of the District should be reasonable in amount and will be closely scrutinized.

11.2 LEVEL OF EXPENSE

Expenditures for lodging, meals, transportation and other activities should provide for a reasonable comfort and convenience. Sound judgment shall be exercised to keep expenses reasonable and necessary.

11.3 OPERATOR CERTIFICATION AND CONTINUING EDUCATION UNITS

Employees maintaining or pursuing water operator certifications, and other certifications applicable to Employee's present position, or for District benefit will be reimbursed for test fees upon providing proof of certification.

Continuing Education Units, test preparation courses, and other training require Manager approval before enrollment to be eligible for reimbursement.

A list of acceptable training providers for water operator certification, and operator contact hours has been provided in Appendix B of the Employee Handbook.

11.4 AUTHORIZATION FOR TRAVEL

(a) Employees are authorized to travel and incur expenses as a District representative with the advance approval of their Supervisor.

(b) Travel outside of California requires advance approval by the General Manager.

11.5 AUTHORIZED TRAVEL EXPENSES

(a) Authorized expenses while traveling overnight on District business may include, but are not limited to, meals, lodging, baggage handling, tips, transportation costs only to and from the destination required for business purposes, and any other reasonable incidental expenses of the trip which are District related rather than personal in nature. Disallowed expenses include, but are not limited to, personal telephone calls (except reasonable calls to the Employee's immediate family),

laundry service, in-room movies, and minibar services. If a family member or guest should accompany the District representative, lodging expenses may only be reimbursed at the applicable rate for a single room to be occupied by only one person. Travel costs, meals, and all other incidental expenses for a family member or guest are not authorized for payment from District funds.

(b) Employees traveling on District business have the option to select either reimbursement at the Federal Per Diem Rate for Meals and Incidentals (www.gsa.gov/perdiem) for the closest area to where the meal is consumed (M&I Rate) or reimbursement for actual costs of meals. The method of reimbursement selected will apply for all days of the trip.

(1) If reimbursement for actual costs of meals is selected, the following guidelines apply.

(i) Expenses may include the cost of meals and non-alcoholic beverages. The District will not pay for or reimburse for any expenses associated with the purchase or consumption of alcoholic beverages.

(ii) Itemized receipts must be submitted to substantiate the actual cost of meals and what items were purchased.

(iii) The reimbursement amount shall not exceed the M&I Rate.

(iv) When reimbursement is requested for business meals that include two or more people, the following additional information shall be provided: a description of the purpose of the meal and the names and affiliations of the people present.

(v) The following guidelines apply to the Federal Per Diem Meals and Incidental (M&I) Rate.

a. Itemized receipts need not be submitted.

b. Per diem rates must be adjusted in the following circumstances:

- On the first and last days of travel, the Employee is entitled to per diem reimbursement for only those meals eaten while traveling;

- When the conference attended provides meals as part of the registration fee, the per diem rate for that

day will be reduced by the appropriate percentage for the meal(s) provided;

- When the Employee claims the actual cost of a meal as a business expense.

(vi) While on an overnight stay, an Employee who purchases a business meal that is directly charged to the hotel bill where he or she is staying must indicate on the expense claim the amount of the meal, a description of the purpose of the meal, and the names of the people present and their affiliations, as applicable.

(c) Transportation shall be selected on the basis of the lowest overall cost to the District. All airline travel shall only be by coach or economy class except when such coach or economy seats are unavailable, or when the Manager approving the travel determines that a physical problem, essential business, or other exceptional circumstance warrants travel in a higher class.

(d) An Employee who purchases airline tickets for the purpose of combining personal travel with District travel or for travel with a family member shall only be reimbursed for the cost of the Employee's ticket which is required for the work-related purpose of the travel.

(e) An Employee shall not be reimbursed by the District for an expense reimbursed by another party.

11.6 AUTHORIZED NON-TRAVEL MEAL EXPENSES

(a) An Employee may be reimbursed for a meal not related to travel in the following circumstances:

(1) Work is performed during a majority of duration of the meal, such as a discussion or coordination with a consultant, purveyor, or regulator. A description of the purpose of the meal and the names and affiliations of the people present must be provided.

(2) The Employee is performing a work duty (such as attending a seminar or performing factory inspection) someplace other than their normal work location at the time that they would normally have a meal. A description of qualifying activity must be provided.

(3) During time-critical operations such as shutdowns, if the Supervisor determines that Employees cannot be spared to leave the site to eat a meal. In this case, one Employee may be designated to purchase a meal for the

other Employees to eat at the work site. A description of the work being completed and a list of employees receiving a meal must be provided.

(b) A meal furnished to another Employee will only be reimbursed if each would be entitled to reimbursement under the guidelines set forth in this section.

11.7 REQUESTS FOR REIMBURSEMENT

(a) All reimbursement requests shall be submitted to Finance using Laserfiche forms and approved by the Employee's Supervisor through Laserfiche forms. Shortcuts to both forms are available on the District's intranet. Miscellaneous reimbursements require itemized receipts. Tuition reimbursements require itemized receipts and the grade the employee earned. Tuition reimbursement is subject to a maximum per section 7.14(b). Travel expenses should use the Travel Expense Reimbursement form and require itemized receipts unless the Meals & Incidental (M&I or per diem) Rate is being used to calculate reimbursement. Meals included in a registration fee or as part of an event are not eligible for reimbursement or per diem.

(b) Requests for reimbursement shall be submitted no later than one month after the Employee incurred the expenses.

(c) If M&I Rate (per diem) reimbursement is requested in advance of travel, the procedures in 11.7(1) above should be followed. The request can be made up to 30 days prior to travel and must be received by the payroll deadline for the pay date prior to travel. Requests received after the deadline may be paid after travel has concluded.

Appendix A - Confidential Employee Hotline Brochure

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Appendix B – Approved Continuing Education Providers

Training Provider	Contact Information
360water	**Format**: Online **Web**: 360water.com **Email**: customerservice@360water.com **Phone**: 866-923-3600
American Ground Water Trust (AGWT)	**Format**: Classroom **Web**: agwt.org **Email**: trustinfo@agwt.org **Phone**: 800-423-7748
American Water College	**Format**: Online **Web**: americanwatercollege.org **Email**: info@americanwatercollege.org **Phone**: 661-874-1655
At Your Pace Online (AYPO)	**Format**: Online **Web:** aypotech.com **Email**: contact@atyourpaceonline.com **Phone**: 877-724-6150
American Water Works Association (AWWA)	**Format**: Online, Classroom **Web**: awwa.org **Email**: service@awwa.org **Phone**: 800-926-7337
CA-NV Section of American Water Works Association (CA-NV AWWA)	**Format**: Online, Classroom **Web**: ca-nv-awwa.org **Email**: info@ca-nv-awwa.org **Phone**: 909-481-7200
CEUPlan.com	**Format**: Online **Web**: ceuplan.com **Email**: support@ceuplan.com **Phone**: N/A
California Rural Water Association (CRWA)	**Format**: Online, Classroom **Web**: calruralwater.org **Email**: info@calruralwater.org **Phone**: 800-833-0322
David H. Paul Training	**Format**: Online, Classroom **Web**: dhptraining.com **Email**: dhp@dhptraining.com **Phone**: 877-711-4347

Training Provider	Contact Information
ehs Inc.	**Format**: Online, Classroom **Web**: ehsinc.org **Email**:info@ehsinc.org **Phone**: 800-999-4033
Golden State Water Company	**Format**: Classroom **Web**: gswater.com **Email**: customerservice@gswater.com **Phone**: 800-999-4033
Hach Company	**Format**: Classroom **Web**: hach.com/training **Email**: hachtraining@hach.com **Phone**: 800-277-4224, ext. 2344
H2O Professor	**Format**: Classroom **Web**: N/A **Email**: h2oprofess@aol.com **Phone**: 619-851-4457
International Association of Plumbing and Mechanical Officials Backflow Prevention Institute (IAPMO BPI)	**Format**: Classroom **Web**: iapmodwbp.org/bpi/training-certification **Email**: kim.curtis@iapmo.org **Phone**: 855-536-2800
Mitch's Certificate Classes	**Format**: Classroom **Web**: mitchscertifiedclasses.com **Email**: customerservice@mitchscertifiedclasses.com **Phone**: 916-441-4451
OCT Water Quality Academy	**Format**: Online, Classroom **Web**: octwqa.org **Email**: info@octwqa.org **Phone**: 866-266-0028
Office of Water Programs – Sacramento State	**Format**: Online, Correspondence **Web**: owp.csus.edu **Email**: wateroffice@owp.csus.edu **Phone**: 916-278-5959
Pump Training by Volk	**Format**: Classroom **Web**: volkassociates.com **Email**: info@volkassociates.com **Phone**: 510-384-8655

Training Provider	Contact Information
Quality Assurance Solutions	**Format**: Classroom **Web**: qasolutions-llc.com **Email**: dlawver@aqsolutions-llc.com **Phone**: 408-772-0077
Rural Community Assistance Corporation (RCAC)	**Format**: Online, Classroom **Web**: rcac.org/trainings **Email**: N/A **Phone**: 916-447-2854
Skill Works, Inc.	**Format**: Correspondence **Web**: skillworks.com/state/california **Email**: N/A **Phone**: 877-754-5596
Technical Learning College	**Format**: Online **Web**: abctlc.com **Email**: info@tlch2o.com **Phone**: 866-557-1746
Technology Transfer Services, Inc.	**Format**: Online **Web**: waterprograms.myodesie.com **Email**: waterprograms@myodesie.com **Phone**: 813-908-1100
TPC Training Systems	**Format**: Online, Classrooms **Web**: tpctraining.com **Email**: customerservice@tpctraining.com **Phone**: 877-978-7246
Vector Solutions	**Format**: Online **Web**: vectorsolutions.com **Email**: clientsupport@vectorsolutions.com **Phone**: 866-546-1212
Verified Group Educational Services	**Format:** Online **Web:** vgedservices.com **Email:** admin@vgedservices.com **Phone:** 310-893-5540
Water Grades	**Format**: Online **Web**: watergrades.com **Email**: customerservice@watergrades.com **Phone**: N/A

Training Provider	Contact Information
Water Opcert School	**Format**: Classroom **Web**: opcertschool.com **Email**: postmaster@opcertschool.com **Phone**: 530-277-2255
WaterOtter	**Format:** Online **Web:** www.waterotter.com **Email:** Craig@waterotter.com **Phone:** 804-912-5514
Water Operators Association	**Format**: Online, Classroom **Web**: woaedu.com **Email**: selena@woaedu.com **Phone**: 877-327-8168
Water Sifu	**Format**: Online **Web**: thewatersifu.com **Email**: tywhitman@hotmail.com **Phone**: N/A
Waterwise Pro	**Format**: Classroom **Web**: waterwisepro.com **Email**: info@waterwisepro.com **Phone**: N/A
Water Quality Inc.	**Format**: Classroom **Web**: waterqualityinc.com **Email**: jpb@waterqualityinc.com **Phone**: 281-866-9414
Water Utility App	**Format**: Online **Web**:tui@waterutilityapp.com **Email**:tui@waterutilityapp.com **Phone**: 208-871-8437
Zarathom	**Format**: Online **Web**: zarathom.com **Email**: info@zarathom.com **Phone**: 844-927-2846
@Home Prep	**Format**: Online **Web**: athomeprep.com **Email**: info@athomeprep.com **Phone**: 865-522-3134