PERSONNEL RULES and REGULATIONS

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PERSONNEL RULES AND REGULATIONS

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SECTION 1. PURPOSE AND ADMINISTRATION

1.1 Purpose and Introduction

For employees who are commencing employment with the Rowland Water District (hereinafter the "District"), let me extend a warm and sincere welcome. For employees who have been with us, thank you for your past and continued service.

These Personnel Rules and Regulations (hereinafter "personnel policy") is designed to help employees get acquainted with the District. It describes some basic terms and conditions of employment with the District.

Employees are expected to read these personnel policies carefully and to know and understand its contents. The District reserves the right to make changes to this Handbook. Employees are responsible for knowing about and understanding those changes once they have been disseminated. The District also reserves the right to interpret the provisions of this Handbook. For this reason, employees should check with the Human Resources Department to obtain information regarding specific employment guidelines, practices, policies or procedures.

Employees should not interpret anything in this policy manual as creating a contract or guarantee of continued employment. In addition, these personnel policies are not intended to cover all possible situations that may arise in your employment relationship with the District.

The personnel policies are the property of the District and are intended for the personal use and reference by employees of the District.

Every employee is responsible for completing the following within two weeks of receiving these policies: reading and signing the Acknowledgment Form and returning it to the Human Resources Department. This Acknowledgment Form contains important points for employees and provides the District with a record that each employee has received this Handbook.

1.2 Equal Opportunity Employment

The District is an Equal Opportunity Employer that does not discriminate on the basis of race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, age (40 years and older), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning (or is perceived to be transitioning), sexual orientation, sex stereotyping, reproductive health decision making (protected under section 12920 of the Government Code in California) marital status, domestic partner status, military service and veteran

status, physical and/or mental disability (including HIV and AIDS), legally protected medical condition or information (including genetic information,) protected medical leaves (requesting or approved), status as a victim of status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state or federal laws. Any such discrimination is unlawful and all persons involved in the operations of the District are prohibited from engaging in this type of conduct. Please contact the Accounting/Human Resources Manager if you have any questions or concerns.

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

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

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

1.3 Reasonable Accommodation Policy

To carry out the District's commitment to providing equal opportunity for all applicants and employees, the District will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy.

Reasonable Accommodations Related to Disability and Religion: The District will provide reasonable accommodations for applicants and employees with disabilities in accordance with the Americans with Disabilities Act (the "ADA") and California law, and for applicants and employees based on their sincerely-held religious beliefs, practices, or observance under state and federal law. Employees seeking such accommodations should promptly notify the District's Accounting/Human Resources Manager.

Reasonable Accommodations Relating to Pregnancy: The District will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable. Such accommodations may consist of:

- Modified work duties or a modified schedule to permit earlier or later hours or more frequent breaks; stools, chairs or other furniture; modified or acquired equipment or devices; reduced work hours; or other accommodations,

- Temporary transfers to a less strenuous or less hazardous position, if such transfer can be reasonably accommodated, or

- A "Pregnancy-Related Disability Leave" if the employee is disabled by pregnancy, as described in the District's leave of absence policy.

Employees seeking a pregnancy-related accommodation, including transfer under this policy, should notify the District's Human Resources Department. This notice must be timely and be provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy or her coworkers).

Reasonable Accommodations for Victims of Domestic Violence, Stalking, or Sexual Assault: The District will also provide reasonable accommodations for an employee who is the victim of domestic violence, stalking or sexual assault if: (i) the employee has disclosed that status to the District, and (ii) the employee requests an accommodation for the employee's safety while at work.

In such circumstances, the District will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation. In this process, the employee may be asked to provide: (i) a written statement, signed by the employee or someone acting on the employee's behalf, certifying that the accommodation is for the purposes stated above, and (ii) a certification confirming the employee's status as a victim of domestic violence, sexual assault or stalking. Six months after the date of each previous certification, the District may request a recertification of such status. The District will maintain any such certification as confidential if it identifies the employee as a victim of domestic violence, sexual assault or stalking, disclosing such information only as required by law, or as needed to protect the employee's workplace safety, and with prior notice of such disclosure to the employee.

Retaliation and Discrimination Prohibited: The District prohibits discrimination, discharge, retaliation, or any other unlawful acts against an individual because such person requests or receives an accommodation under this (or another applicable) policy, or because such individual engaged in any other conduct protected by the law. Additionally, as addressed in the District's separate policy on harassment, discrimination and retaliation, the District prohibits unlawful harassment, discrimination or retaliation against any employee on the basis of an individual's disability, religion, religious creed, sex (including pregnancy, childbirth

and related medical conditions), status as a victim of domestic violence, sexual assault or stalking, or any other status as protected by law.

1.4 Criteria for Selection and Promotion

The District is an Equal Opportunity Employer and shall select, retain and promote employees on the basis of knowledge, fitness, merit, and efficiency and by selecting the candidate that is best qualified for the available position. Employees selected for certain positions may be required to fulfill a probationary period, as explained more fully herein.

1.5 Nepotism

A spouse or domestic partner of a District employee may not be precluded from employment unless there is a supervision, safety, security or morale problem involved in the placement of the employee in the same department as a spouse or domestic partner, creating a potential conflict of interest or other hazards greater for married couples or domestic partners than for other persons.

If a District employee marries another person employed by the District within the same department, both employees shall be allowed to retain their respective positions provided that a supervisorial relationship does not exist between the couple. During the period of employment, no supervisory position shall exist between the two employees. For the purpose of this section, a supervisorial relationship shall be defined as one in which one person exercises the right to control, direct, reward, or punish another person by virtue of the duties and responsibilities assigned to his or her position.

The District also retains the right to refuse to place both spouses in the same department, division or facility where such has the potential to create adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

Where the circumstances mandate that two spouses shall not work together, the General Manager will attempt to transfer one spouse to a similar position in another department. Although the wishes of the involved parties as to which spouse is to be transferred will be given consideration by the General Manager, the controlling factor in determining which spouse is to be transferred shall be the positive operation and efficiency of the District. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

1.6 Application of Personnel Policies

Unless specifically stated otherwise, the District's personnel rules and regulations shall apply to all officers and exempt and non-exempt employees with exception to members of the Board of Directors, the General Manager, at-will employees,

temporary employees, uncompensated volunteers, or persons contractually engaged to supply expert, professional, technical or similar services.

Section 5 (Employee Rights) and Section 6 (Employee Standards of Conduct) apply to all members of the Board of Directors, the General Manager, officers, exempt and non-exempt employees, at-will employees, temporary employees, uncompensated volunteers, and persons contractually engaged to supply expert, professional, technical or similar services.

The Board has delegated to the General Manager the authority to provide day-to-day supervision of employees. The General Manager shall have the authority to hire, fire, assign duties to, and direct the activities of all District employees. The General Manager shall also have the authority to establish District employee positions and job classifications subject to periodic review of the Board.

1.7 No Contract Created

These rules do not create any contract of employment, express or implied, or any right in the nature for a contract. This manual does not intend to constitute a guaranty of future employment.

SECTION 2. EMPLOYMENT AND SEPARATION

2.1 Employee Status

On original appointment every employee except at-will employees, shall serve a probationary period of six (6) months of actual and continuous service. Probation may be extended by an additional six (6) months upon written notice to the employee. Every employee shall be at-will during the course of his or her probationary period and may be discharged with or without cause, without right of appeal or so-called Skelly rights. If the employee's performance is satisfactory during the probationary period, the employee shall be considered a full-time permanent employee on the first day of the month following the completion of the probationary period.

At the discretion of the Supervisor, the full-time permanent employee may receive a merit increase upon satisfactory completion of the probationary period. Employee's eligibility for benefits shall vest pursuant to the period outlined in policy or as required by law, regardless of any probationary period.

All promotional appointments shall be tentative and subject to a new probationary period of: six (6) months of actual and continuous service. Probation may be extended by an additional six (6) months upon written notice to the employee. At the end of any two-month period of probation the supervisor will prepare a statement of appraisal including a report on performance with the probationer.

If, at any time during the probation period, the probationer has not performed the duties of the position in a satisfactory manner, then the employee may be discharged.

The immediate supervisor shall file a recommendation with the General Manager stating that the retention of such probationer in the position is not desirable. The General Manager will evaluate the recommendation, and if necessary, process the discharge of such probationer.

At-will employees do not serve a probationary period. Their employment is always at the will of the Board of Directors or the General Manager. They can be terminated at any time without cause or right to appeal. The current and only list of at-will employees includes: the General Manager and temporary and part-time employees. At its sole discretion, the District may designate any new or unfilled position as at-will.

2.1.1 Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing an employee's work for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee, for any reason, including but not limited to a determination

that the probationary employee's performance does not meet the required standards of work or that the needs of the District have changed. A probationary employee's employment may be terminated at any time without cause or right of appeal.

2.1.2 Rejection of a Probationer After Promotion

Any full-time permanent employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted provided that the position has not been filled and is still available, unless a formal employee evaluation is prepared and he/she is discharged or demoted to an open position for cause in the manner provided in the Personnel Rules and Regulations.

2.1.3 Production, Distribution and Facilities Security Stand-By Policy

Designated employees who, as part of their duties, are responsible for the operations and maintenance of District facilities are required, at assigned times, to be available for work during non-regularly scheduled hours. All field classified employees are subject to rotating stand-by duty assignments. When assigned stand-by duty, the employee must be fit for work, locally available, and reachable by District supplied cell phone.

Stand-by will be one week in duration (7 days), commencing at 7:00 A.M. Wednesday until 7:00 A.M. the following Wednesday. In the event a holiday falls on Wednesday, the next scheduled person will take over the stand-by responsibility at 4:30 P.M. on the previous Tuesday.

In the event of illness, injury, etc., if the person cannot stand their duty or remain on duty, the person next in rotation will take over, unless other arrangements are made.

2.1.4 Residency Policy for Field Employees

To ensure that designated District employees can quickly respond to an emergency event, all field classified employees assigned to standby duty must be capable of responding and reporting to the District service area boundaries within thirty (30) minutes, given moderate traffic conditions, to any call to service. Travel time from the employee's residence shall be estimated by Google maps or some equivalent software and approved by employee's supervisor.

2.1.5 Full-Time/Part-Time/Temporary

Full-time employees are employees who are regularly scheduled to work an average of thirty (30) hours per week or more. This category includes employees who work alternative work schedules.

Part-time employees are employees whose regularly scheduled hours of work are less than thirty (30) hours per week. Part-time schedules at the District are currently twenty (20) hours or less. Part-time employees are “at-will” employees.

Temporary employees are employees who are hired to work on a temporary or casual basis. Temporary employees are “at-will” employees.

2.2 Termination of Employment

2.2.1 Discharge

An employee who is within the probationary period or who is at-will may be discharged at any time without cause by the General Manager, and without right of appeal.

The General Manager shall have the authority to discharge any employee for cause, after the employee has completed the original probationary period following his/her hiring. “Cause” shall mean failure to satisfactorily perform the duties of the position or misconduct by the employee.

2.2.2 Layoff

At the discretion of the General Manager or in the judgment of the Board of Directors, the District, at any time, may layoff any full-time permanent employee as the result of staffing reorganization, reductions in funding sources, or a general reduction in work loads. The layoff process will take into account the employee’s ability and performance with the District and an employee who is laid-off will not have the right of appeal.

2.2.3 Resignation

An employee who wishes to leave the District’s employ in good standing shall submit a written resignation to his/her supervisor at least two (2) weeks prior to the day of resignation. Prior to leaving their employment with the District, the employee shall undergo an exit interview.

SECTION 3. COMPENSATION, HOURS AND BENEFITS

3.1 Determination of Compensation

Upon recommendation of the General Manager, the Board shall periodically review and establish compensation levels for all district employees.

3.2 Hours of Operation

The Board has adopted an alternative work schedule, which consists of nine-hour work days Monday through Thursday of each week from 7:00 A.M. to 4:30 P.M.; eight-hour work days on alternate Fridays from 7:00 A.M. to 3:30 P.M. and the remaining Fridays, the District will be closed. The designated Fair Labor Standards Act (FLSA) work week shall begin at 12:01 p.m. on Friday and end at 12:00 noon the following Friday.

The District reserves the right to modify an employee's regular work schedule to meet service demands, respond to operational requirements, complete time-sensitive projects, or address emergency conditions. A modified work schedule may include adjustments to start and end times, shift assignments, or workdays within the established workweek.

3.3 Overtime

The District is subject to the federal FLSA standard for overtime. All employees who are classified as "non-exempt employees," as defined under applicable laws or regulations, will be eligible for overtime pay. Exempt employees are not entitled to overtime pay. Overtime is typically defined under federal law as hours worked by non-exempt employees in excess of forty (40) hours in a workweek. As a public employer, the District is largely exempt from the state overtime regulations. Overtime must be approved by a supervisor/manager in advance before it is worked. Please note that only actual hours worked in a given workday or work week apply in calculating overtime. In other words, sick leave, vacation, holidays, or other paid time off is not considered hours worked for purposes of calculating overtime.

Overtime may be required of employees when deemed to be in the best interest of the District. The provision of a reliable water supply is a vital service to the community and as such requires the availability of District personnel at all times. Consequently, employees will be required to respond to emergency calls, accept periodic overtime assignments, and perform any and all duties deemed necessary by the District. Lacking a bona fide excuse satisfactory to the District, a failure to report when called could constitute cause for termination. No overtime is due when an employee works only the regularly scheduled hours under the alternative workweek.

3.3.1 Emergency Overtime

Emergency or unscheduled overtime work must be authorized by the employee's immediate Supervisor, who shall report the event to the General Manager as soon as practical, but no later than the next workday. The Supervisor shall report employee name(s), hours worked, location of emergency and the reason for the overtime costs. In emergency situations whereby prior authorization cannot be obtained and immediate action is necessary, the employee shall notify his/her supervisor after the overtime is worked, but no later than the end of the employee's next scheduled working day, that he/she worked the emergency overtime and the reasons why he/she could not obtain prior authorization before working the overtime.

3.3.2 Scheduled Overtime

Overtime, other than emergency overtime, shall be scheduled by the Supervisor. Scheduled overtime may be authorized by the Supervisor only after prior approval of the General Manager.

3.3.3 Payment for Overtime

a. Overtime is time worked in excess of forty (40) hours in the FLSA work week, as that week is defined in Section 3.2, or in excess of the full-time employee's regularly scheduled day. Overtime is generally paid at time and a half their regular rate of pay. Pursuant to District policy, the District will pay double an employee's regular rate of pay for hours worked beyond twelve (12) hours in a single workday.

b. Holiday hours, sick leave, and vacation hours shall not be considered hours worked for purposes of computing overtime pay.

c. When an employee is called back to work after returning home or is called to work on a day when he/she would normally be off duty, or is called to work on a shift to which he/she is not assigned, he/she shall be paid at their overtime rate for all hours worked in excess of the full-time employee's regularly scheduled worked day or hours worked in excess of forty (40) hours per week.

d. Each Supervisor shall maintain a daily record of all overtime worked by employees in their section.

3.4 Compensation for Stand-by (Production)

In the event a Telemetry alarm condition occurs, the stand-by person is to access the telemetry system from home using a laptop computer or iPad provided by the District; and, if possible, resolve the problem. An employee will be compensated for actual time worked by an employee to address a telemetry alarm from the employee's residence. This time will be compensated at the employee's regular

rate or at time and a half of the employee's regular rate for hours worked in excess of the full-time employee's regularly scheduled day.

If the alarm condition cannot be resolved from home, the stand-by person is required to come into the District. The employee is entitled to a minimum of two (2) hours of reporting time pay at the employee's regular rate for reporting to work a second time in a 24-hour period, or actual time worked, whichever is greater. Actual time worked will be compensated at either the employee's regular rate or at time and a half of the employee's regular rate for hours worked in excess of the full-time employee's regularly scheduled day.

On closed Fridays, weekends and holidays, the employee on Stand-by shall access the Telemetry system from the employee's residence at least three times per day, morning afternoon and evening, to make sure the District's facilities are operating properly. Employees shall be compensated for each check at a rate of one-half hour of the employee's regular rate or for actual time worked, whichever is greater.

3.5 Compensation for Stand-By (Distribution)

If an employee is required to report to work a second time in one workday, the employee will be paid for at least two hours of reporting pay at the employee's regular rate, or for time actually worked, whichever is greater. Actual time worked will be compensated at either the employee's regular rate or at time and a half of the employee's regular rate for hours worked in excess of the full-time employee's regularly scheduled day.

3.6 Compensation for Stand-By (Facilities Security)

Time spent by an employee to address a security alarm from the employee's residence will be paid at a minimum of one-half hour at the employee's regular rate or actual time worked, whichever is greater. This time will be compensated at the employee's regular rate or at time and a half of the employee's regular rate for hours worked in excess of the full-time employee's regularly scheduled day.

If the alarm condition cannot be resolved from home and a stand-by person is required to come to the District, the employee is entitled to a minimum of two (2) hours of reporting time pay at the employee's regular rate for reporting to work a second time in a 24-hour period, or actual time worked, whichever is greater. Actual time worked will be compensated at either the employee's regular rate or at time and a half of the employee's regular rate for hours worked in excess of the full-time employee's regularly scheduled day.

3.7 Pay Day

Employees shall be compensated twice a month on the business days nearest the 15th and the last day of the month.

3.8 Health, Dental, Vision Insurance, and Employee Assistance Program (EAP) Benefits

For all full-time District employees who have successfully completed the original probationary period, or where otherwise required by law, the District will pay the full cost of health insurance coverage for the employee and his or her spouse and dependent(s) in accordance with a group plan provided for by the District. District paid health insurance is subject to the discretion of the Board of Directors, and the plan may be changed or the District may pay less than the full cost of coverage. The District shall provide such benefits by the sixtieth (60th) day of employment, regardless of the employee's probationary status. The District also provides a group dental, vision and employee assistance program (EAP), and pays all of the premiums for the employee and dependent(s) at the discretion of the Board of Directors. The District can modify the group dental, vision and EAP or pay less than the total cost of coverage.

a. Eligibility and Enrollment

Unless otherwise required by law, eligible full-time employees shall become eligible for medical, dental, vision and EAP insurance coverage on the first day of the month following sixty (60) days of continuous employment in accordance with the eligibility requirements established by the applicable benefit plans.

All employees who are eligible for enrollment in medical, dental, vision and EAP insurance coverage shall be enrolled in a District-approved Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA)-sponsored medical plan. The District does not offer cash-in-lieu benefits or other compensation in lieu of enrollment in District-sponsored medical coverage.

The District currently offers only medical plans sponsored through ACWA JPIA. Employees shall be limited to the medical plan options made available by the District through the ACWA JPIA program.

b. District Contributions

Subject to approval by the Board of Directors, the District currently contributes toward the cost of health, dental, vision, and EAP benefits for eligible employees and their eligible dependents.

The Board of Directors reserves the right, subject to applicable law, to modify District contribution levels, benefit plans, insurance carriers, coverage options, employee premium sharing, and eligibility requirements at any time.

Nothing in this section shall be construed as creating a vested right to any particular benefit plan, insurance carrier, level of coverage, or District contribution amount.

c. Eligible Dependents

For purposes of enrollment in District-sponsored benefit plans, an eligible dependent may include:

1. A legal spouse.

2. Children up to their twenty-sixth (26^{th}) birthday, including natural children, stepchildren, adopted children, and children placed in the employee's home for adoption.

3. Unmarried children who were enrolled in coverage before age twenty-six (26) and who are incapable of self-sustaining employment due to a physical or mental condition. A physician must certify such condition in writing within sixty (60) days of the request for coverage continuation, subject to carrier approval and continuing eligibility requirements.

4. Children who are eligible for coverage pursuant to a valid Qualified Medical Child Support Order (QMCSO) or other legally enforceable court order.

5. Grandchildren who satisfy the requirements established by the District and the applicable carrier, including completion of a Dependent Grandchild Affidavit demonstrating shared residence, parenting responsibility, financial responsibility, and tax dependency status.

6. Any other individual required to be covered under applicable federal or state law or the governing benefit plan documents.

For an eligible dependent to receive coverage, the employee must provide documentation satisfactory to the District and the insurance carrier, which may include a marriage certificate, birth certificate, adoption records, court order, tax documentation, or other supporting documentation as required.

d. Employee Responsibility

Employees are responsible for notifying Human Resources in writing within thirty (30) calendar days of any event affecting dependent eligibility, including but not limited to:

- Divorce;

- Legal separation, if applicable under the plan;

- A dependent child exceeding the maximum age limit;

- Loss of dependent status;
- Death of a covered dependent; or
- Any other event affecting eligibility for coverage.

Failure to timely notify the District may result in the employee being responsible for any premiums, claims, administrative costs, or other expenses incurred as a result of the ineligible coverage, to the extent permitted by law.

e. Benefit Changes and Mid-Year Changes

Employees may enroll in, waive, or change benefit elections during the District's annual open enrollment period.

Outside of open enrollment, benefit changes are permitted only when allowed by applicable law, Internal Revenue Service regulations, carrier requirements, or plan provisions, including but not limited to the following qualifying events:

- Marriage or divorce;
- Birth, adoption, or placement for adoption of a child;
- Death of a dependent;
- Gain or loss of other group health coverage;
- Change in employment status affecting eligibility;
- Court orders requiring coverage changes;
- Changes in dependent eligibility status; or
- Other qualifying events recognized by the District's benefit plans.

Employees requesting a mid-year benefit change must notify Human Resources and provide any required documentation within thirty (30) calendar days from the effective date of coverage. Requests submitted after the applicable deadline may be denied until the next open enrollment period.

Questions regarding eligibility, enrollment, benefits, covered services, exclusions, and claims shall be governed by the applicable plan documents, insurance contracts, and carrier requirements, which shall control in the event of any conflict with this Personnel Rules and Regulations section.

3.9 Life Insurance

The District provides a life insurance benefit to all full-time District employees who have successfully completed six months of employment. As of the time the policy was drafted, general full-time District employees and Board of Directors are provided a maximum of $50,000.00 life insurance benefit. General full-time District employees and Board of Directors are able to purchase an additional $50,000 of life insurance at their expense at the District rate. Managers and Directors are allowed to purchase an additional $100,000 of life insurance at their expense at the District rate and the General Manager is allowed an additional $150,000.

3.10 Long Term Disability Benefits

The District provides long term disability insurance to all full-time District employees, who have successfully completed the original probationary period, at the discretion of the Board of Directors and subject to change. The District currently pays all of the premiums for long-term disability insurance; however the District reserves the right to modify the plan or the District's contribution

3.11 Retirement Benefits

The District participates in the California Public Employees Retirement System (CalPERS). The following policy is intended as a guideline only. Employees should refer to CalPERS for information regarding specific retirement entitlements. Generally, for current employees hired BEFORE January 1, 2013 and for new employees previously members of CalPERS who have not had a break in service of greater than six (6) months the District pays 100% of the contributions, both employer and employee contribution required by the plan. The District's contract with CalPERS provides employees with a 2.5% at 55, single highest year compensation retirement benefit. Social Security deductions are made from the employee's salary.

The table below provides information on the benefit formula, final compensation period and the employer and employee contribution rates effective January 1, 2013 for any employee hired AFTER January 1, 2013 who has not been a member of CalPERS or after a break in service of greater than six (6) months:

Benefit Formula	2% at Age 62
Final Compensation Period	36 consecutive months highest average pensionable compensation

Employer Contribution Rate	50% of the normal cost of the pension benefit
Employee Contribution	50% of the normal cost of the pension benefit
Social Security Deductions	Social Security deductions are made from the employee's salary and reimbursed by the District

3.12 Retiree Health Benefits

a. **Eligibility**. Current full-time employees hired BEFORE January 1, 2013, and new employees previously members of CalPERS since BEFORE January 1, 2013 who have not had a break in service of greater than six (6) months, are eligible for post-retirement medical, dental, and vision benefits, if, at the time of retirement, they have been employed by the District for a minimum continuous period of fifteen (15) years and have attained a minimum age of fifty (50) years. All other employees hired AFTER January 1, 2013 are eligible for post-retirement medical, dental, and vision benefits, if, at the time of retirement, they have been employed by the District for a minimum continuous period of fifteen (15) years and have attained a minimum age of fifty-seven (57) years.

An employee may also be eligible for retiree medical, dental, and vision benefits if, at the time of retirement from the District, the employee has at least twenty-five (25) years of service in the water utility industry, has been employed by the District for a minimum continuous period of five (5) years, and has attained a minimum age of fifty (50) years.

For purposes of this benefit, "retirement from the District" means the employee's effective retirement date is within 120 days of separation from employment with the District and the employee receives either a service or disability retirement allowance from CalPERS resulting from his or her service to the District.

b. Enrollment Requirements and Continuation of Coverage

Employees who intend to participate in District-sponsored retiree medical, dental, or vision benefits must enroll in the applicable retiree benefit plan during the open enrollment period immediately preceding their retirement date, unless otherwise permitted by the applicable carrier or plan administrator.

To qualify for retiree benefits, there shall be no lapse in coverage between active employee coverage and retiree coverage. An employee must transfer

directly from active employee status to retired status and commence retiree coverage immediately upon termination of active employee coverage.

Except as otherwise required by law or expressly authorized under a documented District leave policy, an employee may not transition from active employee coverage to COBRA continuation coverage and subsequently enroll in District-sponsored retiree coverage.

For purposes of this section, an employee shall be deemed retired only if the employee satisfies all eligibility requirements contained herein and enrolls in retiree coverage within the timeframes established by the District and the applicable benefit plans.

If a retiree voluntarily or involuntarily loses eligibility for District-sponsored retiree coverage, or is removed from the retiree benefit plan for any reason, the retiree shall not be eligible for reinstatement unless otherwise required by law.

c. **Coverage for Employee and Spouse**. If the qualifying terms are met by an employee in section (a), the District will pay the full cost for the retiree for medical, dental, and vision insurance. The District will provide the same medical, dental, and vision insurance benefits for the spouse of a retired eligible employee that meets the qualifications under section (a). The spousal benefits are provided until the death of the spouse, divorce from the retiree, or remarriage/marriage of either party.

Where an employee was eligible for retirement and the above-stated spousal benefits but passes away prior to retirement, the District will provide retiree health benefits to the surviving spouse of the deceased employee until the surviving spouse's death or remarriage. This benefit shall only be available to a surviving spouse if he or she was married to the eligible employee for at least one year prior to the employee's death.

d. **Coverage for Dependents**. The District shall provide group medical insurance benefits at District expense for dependent children of retired eligible employees who are eligible for benefits for his or her spouse pursuant to paragraph (b). Dependent children mean unmarried children of the qualifying employee under nineteen (19) years of age and unmarried children between the ages of nineteen (19) and twenty-six (26) years who are IRS dependents of retired eligible employees.

Where an employee was eligible for retirement and the above-stated coverage for dependents but passes away prior to retirement, the District will provide the retiree health benefits to the surviving dependents of the deceased employee, so long as they would have qualified for such benefits except for the employee's passing and so long as they remain dependents

of a surviving spouse who is covered pursuant to paragraph (b). This benefit shall cease upon coverage by any other source.

e. Retiree Benefit Plan Changes

Subject to applicable law and carrier requirements, the following benefit election rules shall apply to retirees and their covered dependents:

1. A retiree may voluntarily disenroll from District-sponsored retiree medical, dental, or vision coverage at any time. A retiree who voluntarily disenrolls shall not be eligible to reenroll at a later date.

2. A retiree may remove an enrolled dependent from coverage at any time. A dependent who is voluntarily removed from coverage shall not be eligible for reenrollment at a later date, except as provided in subsection (4) below or as otherwise required by law.

3. If a retiree is enrolled in an HMO plan and permanently relocates outside of the plan's service area, the retiree may be permitted to transfer to a District-approved PPO plan or other available retiree plan that provides coverage in the retiree's new geographic area. If the retiree subsequently returns to reside within the HMO service area and remains otherwise eligible, the retiree may reenroll in the HMO plan during a period permitted by the carrier.

4. A retiree may add a dependent who was not previously enrolled only if:
a. The District's written benefit policies permit the addition;
b. The dependent experiences a qualifying HIPAA event recognized under applicable law and plan requirements; and
c.The dependent provides satisfactory proof of continuous health coverage from the date coverage under the District's plan terminated through the requested enrollment date.

5. A retiree may elect to transfer from a retiree medical plan with a higher monthly retiree premium cost to a retiree medical plan with a lower monthly retiree premium cost at any time permitted by the applicable carrier. A retiree who makes such an election may not subsequently transfer back to the higher-cost plan unless otherwise required by law or permitted by the carrier.

f. **Coverage Upon Medicare Eligibility**. The District’s coverage shall become secondary to Medicare or any other similar state or federal program providing such benefits upon the employee’s eligibility for Medicare or any other similar state or federal program.

g. **Substitution of Coverage**. The Board of Directors retains sole discretion to substitute other major medical, vision and dental coverage for the coverages currently provided.

The District reserves the right to interpret and administer retiree benefit eligibility and enrollment requirements consistent with applicable law, carrier contracts, ACWA JPIA requirements, and Board-adopted policies.

3.13 Deferred Compensation

Employees are eligible to participate in the offered deferred compensation plans. This is a voluntary program which can provide for future additional benefits and offer income tax advantages for employees. Information about the plan can be obtained at the District's headquarters.

3.14 Payment at Separation

Any full-time employee who resigns, is laid off for lack of work, lack of funds, reorganization, retires under the provisions of the Public Employee's Retirement Law, or enters upon an extended military leave without pay, shall be paid for all of his/her accumulated vacation leave and accumulated earned compensatory time. In addition, retirees shall be paid 50% for hours earned up to 352 hours of unused sick leave or 176 hours maximum. Rate of compensation for sick leave payout shall be current hourly rate.

If the employee should die, his/her estate shall be entitled to his/her pay for accumulated vacation, compensatory time, and 50% for hours earned up to 352 hours of unused sick leave or 176 hours maximum.

3.15 Travel Allowance

3.15.1 Definitions

"District-related business" for purposes of this policy shall mean any meeting, conference, workshop, seminar, work assignment, or other activity which a District employee is directed or authorized by his or her supervisor to attend or perform as a part of his or her duties for the District.

"Meals and miscellaneous expenses" for purposes of this policy shall not include alcoholic beverages.

3.15.2 Business Travel – Non-Exempt Employees

Travel arrangements for District-related business shall be coordinated in advanced and approved by the General Manager or designee. For non-exempt employees, business travel associated with conferences and similar events should, whenever

reasonable practicable, be scheduled during the employee's regular working hours.

Consistent with applicable federal and state wage and hour laws, travel time that occurs during an employee's regular working hours is considered compensable time. Travel occurring outside of an employee's regular working hours is generally not compensable, except as required by law or when expressibly authorized in advance by the General Manager. Non-exempt employees shall not work outside of their regular scheduled hours, including performing conference-related duties or travel that would result in overtime, unless prior written approval is obtained from the General Manager. Any approved overtime will be compensated in accordance with applicable law and District policy.

3.15.3 Mileage

Employees shall be reimbursed for mileage driven when they use their personal vehicles to travel on District-related business. Reimbursement shall be paid at the rate established by the Internal Revenue Service, for actual miles driven while engaged in District-related business. Mileage driven for side trips for personal reasons shall not be reimbursed. The mileage reimbursement rate is intended to cover the cost of gasoline, vehicle maintenance, wear and tear, repairs, and vehicle insurance and no separate reimbursement shall be allowed for such items. Mileage reimbursement shall be allowed only when determined by the supervisor that use of the employee's own vehicle for travel is the most efficient means of travel to the specific location. If the supervisor determines that another means of travel would be more cost-effective, the employee shall not be entitled to reimbursement for the difference between the mileage rate and the cost of less expensive travel if he or she elects to use his or her own vehicle. District employees who receive an automobile allowance shall not be entitled to reimbursement for mileage or other expenses incurred in the use of their personal vehicle for District business.

3.15.4 Meals

Employees shall be entitled to reimbursement for the reasonable cost of the employee's meals while the employee is out of the District on District-related business during normal meal times. Reimbursement for meals shall include actual expense for meals for the employee, but shall not include food, beverage, or entertainment of spouses or guests, unless such expense is authorized in advance by the General Manager. All meal expenses shall be itemized and supported by receipts, except that a receipt shall not be required if the individual expense is less than $10.00. When the District pays for meals, which are included in a conference or seminar registration packet, the cost of outside meals will not be reimbursed.

3.15.5 Miscellaneous Expenses

Miscellaneous travel expenses, including, but not limited to telephone calls, shuttles, vans, taxies, car rental charges, parking fees, lodging, baggage handling, and tips shall be reimbursed to the extent that they are necessarily and reasonably incurred by the employee while traveling on District-related business. No reimbursement shall be made for expenses incurred in connection with spouses or guests, for entertainment or special activities provided in conjunction with conferences, or similar expenses not related to District business. Receipts shall be provided for all expenses and all expenses shall be itemized, except that a receipt shall not be required if the individual's itemized expense is less than $10.00.

3.15.6 Maximum Reimbursements

Except in exceptional circumstances, (as determined by the General Manager) the maximum reimbursement for meals shall be $150 per day and the maximum reimbursement for expenses for which the employee does not provide a receipt shall be $25.00 per day.

3.16 Educational Reimbursement

The District shall reimburse up to $7,500.00 per year, and not to exceed $37,500 in total, of expenses actually incurred by a full-time permanent District employee for tuition, books, materials, parking, and other necessary and reasonable expenses of enrolling in and completing a qualifying course or courses. Qualifying courses are those which are directly related to improving the employee's job skills or knowledge with respect to his or her current position, or which qualify him or her for advancement to a higher job classification.

3.16.1 Qualification for Reimbursement

In order to qualify for reimbursement, the course or courses must meet the following criteria.

a. The course must pertain to a subject that will materially advance the employee's job skills or job-related knowledge or provide the employee with a job-related certification related to the employee's current position or to a position with the District to which the employee seeks promotion.

b. The course must be provided by an accredited college, university, trade school, or other institution which is recognized to provide quality education or training and is qualified to issue the certificate or degree sought.

c. The employee must complete the course with a grade of "C" or better if letter grades are given. If letter grades are not given, the employee must maintain a passing score necessary to qualify for any certificate for which the course is given.

d. Prior to registering or enrolling for a course, the employee must provide the General Manager with the course description and a schedule of tuition, fees

and costs for which reimbursement is requested, and obtain the prior written approval of the General Manager for the amount of reimbursable costs.

e. By participating in the Educational Reimbursement Program, the employee commits to continue as a District employee for at least four (4) years after completing the course for which reimbursement is provided. In the event, the employee voluntarily leaves District employment less than four (4) years after completing the course for which reimbursement was provided, the employee shall refund to the District the entire amount paid by the District for reimbursement of costs for those courses completed less than four (4) years prior.

f. Any employee choosing to participate in the Educational Reimbursement Program must first enter into an agreement with the District that is consistent with this policy. The agreement will make clear and the employee must acknowledge that he or she understands that a portion of the reimbursement of $2,250 in any year is taxable income and is the responsibility of the employee. If no such agreement is entered into between the employee and the District, the District will have no obligation to provide any reimbursement described in the policy.

3.16.2 Reimbursable Costs

Subject to the maximum limit, the District shall reimburse 100% of costs actually and necessarily incurred by the employee for tuition, registration, parking permits, and other required fees and charges for a qualifying course(s), provided the employee obtained the prior approval of the General Manager. The District shall reimburse the costs of texts, publications, and other materials purchased by the employee which are required for a qualifying course. The total reimbursement to any individual employee under the Educational Reimbursement Program shall not exceed $7,500.00 per fiscal, and under no circumstances may exceed $37,500 in total. Reimbursement may be conditioned on the employee representing that he or she commits to remaining in the employ of the District for at least four (4) years from the date of finishing the course(s). The employee shall be entitled to retain any books and materials purchased for a qualifying course.

3.16.3 Request for Reimbursement

In order to receive reimbursement, the employee must submit a request with receipts for reimbursable costs, along with proof of completion of the eligible course with a grade of “C” or better, or a passing grade or score for courses which do not give letter grades. Reimbursement will be made within thirty-days of submittal of a request, provided the employee has met all requirements for eligibility.

3.17 Certification and Membership Fees

The District will pay for certification and membership fees for programs which improve the employees' knowledge and abilities as they relate to the District, provided the employee has obtained advance approval for the expense.

The General Manager shall have full responsibility in determining the necessity of said certification and memberships.

3.18 Boot Allowance

The District requires field employees to wear safety-toed shoes or suitable work boots. The District will provide an allowance/reimbursement for the cost of such shoes or boots to field employees. The allowance for safety-toed shoes or boots shall be $450.00 per year for each employee, at a maximum of two pairs per year. The District shall reserve the right to increase the annual boot allowance up to 3% each year contingent upon the Consumer Price index as published by the US Department of Labor – Bureau of Labor Statistics. Any resulting increase shall be effective July 1st of each year. Such allowance shall also include in-soles and other related items that increase the life expectancy of the boot or as recommended by the District's Workers' Compensation carrier. An employee is not required to utilize their allowance but is expected to purchase new safety footwear as necessary. The Compliance and Safety Manager will authorize the purchase and review the safety boot/shoe specifications to determine if they meet the ANSI requirements/ratings. Upon authorization the employee will be given a boot voucher; however, if the employee elects to not use the voucher provided reimbursement shall be paid to the employee upon submission of receipts for authorized boot expenses.

SECTION 4. TIME OFF

4.1 Compensatory Time

At the discretion of the General Manager, employees may accrue up to forty-four (44) hours of compensatory time in lieu of overtime.

Compensatory time is defined as time worked in excess of the work week as defined in Section 3.2 or in excess of the employee's regular work day. Accumulated hours shall be compensated on a time-and-a-half basis by taking compensatory time off at the mutual convenience of the District and the employee.

4.2 Holidays

The following holidays are "paid" days off for District full-time Employees:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November and the Friday following
Winter Break Closure	Workdays starting with Christmas Eve Day through New Year's Eve Day

If a holiday falls on a Friday that the District is scheduled to be open, then the District will be closed on that Friday. If a holiday falls on a Friday that the District is closed, the holiday will be credited as a "floating" holiday. If a holiday falls on the Saturday following the Friday the District is scheduled to be open, the holiday will be observed that Friday. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday following the normally closed Friday, the day will be credited as a "Floating" holiday (to be used within the current fiscal year between July 1st and June 30th.)

4.3 VACATION

4.3.1 Eligibility

Only full-time permanent District employees are entitled to a vacation benefit. All other employees, other than full-time, permanent District employees are not entitled to paid vacation and are not covered by this section.

4.3.2 Vacation Accrual

YEARS OF SERVICE		Vacation Hours Per Pay Period
From	**To**	**Completion of (x)th year**
Date of Hire	5th	3.33
Beginning of 6th Year	15th	5.00
Beginning of 16th Year	& more	6.67

4.3.3 Vacation Maximum

Unless preauthorized, in writing, by the General Manager, employees are not permitted to accumulate more than 240 hours of vacation leave. When an employee reaches the 240-hour threshold, the District will automatically compensate the employee a minimum of 20 hours and up to 80 hours upon the authorization of the General Manager, thus reducing their total vacation accrual to 160 hours.

4.3.4 Scheduled Use of Vacation

Vacations may not be taken during an employee's first year of employment unless approved by their department head and/or the General Manager.

Vacation use shall be scheduled in as far in advance as possible and must have prior approval of the employee's supervisor or the General Manager. Vacation scheduling can be subject to change based on the ability to minimally meet District service levels. Vacation days may be accumulated to a maximum of 240 hours. By November 30 of each year, at the discretion of the General Manager, employees may request payment, at their current rate, of any portion of accrued vacation over 160 hours.

4.3.5 Holidays During Vacation

In the event of one or more holidays falling within an annual vacation leave, such holidays shall not be charged as vacation.

4.4 Leaves

For purposes of this section, excessive leave, absence or tardiness, as determined by the employee's supervisor or the General Manager, is a quantity of absences, leaves or tardiness that significantly affects an employee's job function. The District shall not count any protected leaves required by law toward the excessive leave, absence or tardiness standard.

4.4.1 Management Leave

Only the following exempt employees shall receive management time off without loss of compensation in lieu of overtime or any other compensation. Management leave is granted each July 1 and hours will accrue only to a maximum that is equivalent to one year's management leave for his/her applicable category. During employment, an exchange for the cash equivalent of any accrued management leave will not be allowed. Management time off will be treated the same as personal leave for scheduling and approval purposes. Said annual management leave is not accruable and the exempt employee will not be compensated for any portion which is not used. Any unused time as of June 30th of each year will be forfeited.

Exempt employees shall receive the following annual management leave:

General Manager	Pursuant to Terms of Contract
Assistant General Manager	Eighty (80) hours
Director of Operations	Eighty (80) hours
Director of Finance	Eighty (80) hours
Executive Services Manager	Eighty (80) hours
Accounting/Human Resources Manager	Fifty-six (56) hours
Project Manager	Fifty-six (56) hours
Compliance and Safety Manager	Fifty-six (56) hours

4.4.2 Employee Attendance Incentive Program

A full-time employee shall be credited with one (1) day of sick leave for each month of employment (12 days per year) after 30 calendar days of service. If an employee is absent from work and misses more than five (5) consecutive days of service, that employee shall be required to provide verification of illness from a doctor to the General Manager. Sick leave may be used for the employee's own illness or

injury, the illness or injury of a qualified family member or designated person, or any other use allowed pursuant to the Health Workplaces, Healthy Families Act (B 1522). The General Manager may ask for verification of illness for any absence following five days of sick leave usage.

Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual sickness or disability incurred on or off the job. Employees may use one-half of their yearly accrual of sick leave (6 days) to attend to an ill or injured child, parent, spouse or domestic partner. Excessive use of sick leave or abuse of sick leave may be grounds for discipline.

Accrual of unused sick leave: Employees may accrue an unlimited number of days of sick leave to be used as needed for illness during employment.

Sick Leave Buy-Back: Employees who have accrued 352 hours or more of sick leave, have the option to exchange any portion of sick leave hours earned in the previous 12 months, 2 for 1, for cash at their current rate, or for vacation time.

Compensation for accrued sick leave upon retirement: Upon retirement, resignation or layoff of a full-time employee, employee shall receive as additional retirement benefits, an amount equal to 50% of unused sick leave pay for accrued hours up to 352 hours or a maximum of 176 hours.

4.4.3 Paid Sick Leave

Any employee not otherwise provided paid leave sufficient to cover at least forty (40) hours of absence on an annual basis for the reasons set forth in the District's Sick Leave Policy (e.g., sick leave or paid time off), shall be eligible for Minimum Paid Sick Leave. An employee who works thirty (30) or more days within a year from the commencement of employment is eligible for Minimum Paid Sick Leave.

Eligible employees will be granted forty (40) hours upon hire for use during the calendar year of their hire. Every year thereafter, on January 1st, each covered employee shall receive an annual grant of forty (40) hours of Minimum Paid Sick Leave for use during the calendar year. This annual grant does not roll over to the next calendar year and is not paid out upon termination of employment. The Minimum Paid Sick Leave entitlement and its use shall be reflected on the covered employee's regular pay stubs.

4.4.4 Bereavement Leave

In the event of a death in the employee's immediate family, the employee shall be granted five (5) days of paid bereavement leave. At the District's discretion, in the instance that the loss is of a spouse, domestic partner, child or stepchild, up to an additional seven (7) days shall be granted, constituting a maximum of up to twelve

(12) days total paid bereavement leave. Additional days may be provided only upon a showing of good cause necessitating additional time off. Good cause for additional time may be shown, for instance, if the employee must attend a funeral outside the state or more than 400 miles outside the District boundaries.

"Immediate family," in this instance, shall mean spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sibling, step-sibling, sibling-in-law, child, step-child, child-in-law, legal ward, grandchild, or grandparent. In the General Manager's discretion, the definition may be expanded to include aunt, uncle, aunt-in-law, cousin and uncle-in-law.

Verification of the need for and the duration of the leave or extenuating circumstances necessitating additional bereavement days may be requested.

4.4.5 Military Leave

Every employee of the District, who is a member of the United States Army, Navy, Marine Corps, or Air Force, or their reserve components, or the National Guard or Air National Guard, or the United States Coast Guard, shall be entitled to military leave in accordance with the applicable provisions of federal and state law.

4.4.6 Military Spouse Leave

Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the District with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the District certifying that the military member will be on military leave from deployment.

4.4.7 Jury Duty Leave

All employees of the District are eligible for jury duty leave with pay when required by any legally constituted court to appear for jury service. To qualify for paid jury duty leave, employees shall furnish proof of attendance.

An amount equal to the per diem paid by the court to the employee will be deducted from the employee's pay. No deduction will be made for the value of mileage allowances, meals or lodging furnished by the court. Employee benefits will continue to accrue during the jury duty leave. Jury duty leave with pay shall not exceed ten (10) working days. All jury duty leave must be coordinated with the General Manager.

4.4.8 Leave Related to Domestic Violence, Sexual Assault or Stalking

The District will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the District with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the Sick Leave policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

The District prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

4.4.9 Crime Victims' Leave

The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The District requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the District with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid.

Employees taking leave under this policy may elect to apply vacation time to such leave.

4.4.10 Leave for Organ and Bone Marrow Donation

The District will grant an employee the following leaves of absence:

- Bone Marrow Donation: A paid leave of absence of up to five business days in any one-year period for the purpose of donating the employee's bone marrow to another person.

- Organ Donation:

    - A paid leave of absence of up to 30 business days in any one-year period for the purpose of the employee donating the employee's organ to another person.

    - An additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of the employee donating the employee's organ to another person.

For leaves of absence under this policy that are paid, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of such paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to the District's Human Resources Department that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the District will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the District will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The District may decline to restore an employee because of reasons unrelated to the employee's exercise of rights under this policy.

4.4.11 School Activity Leave

School Activity Leave (SAL) applies to employers with twenty-five (25) employees at the same location. An employee is eligible to take if the employee:

- Is the parent or guardian of a student;
- Is the parent, guardian, or custodial grandparent of a child in kindergarten, grade school, or licensed day care.

"Parent" for purposes of this policy, means a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

Qualification For Leave

To qualify for this leave, an employee must be a parent and:

- Find, enroll, or reenroll their child in a school or with a licensed childcare provider;
- Participate in activities of the school or licensed childcare provider of their child;
- Address a childcare provider or school emergency.

Please note, under California law, the District is prohibited from discharging or discriminating against an employee who both: is the parent or guardian of a student; and takes time off, with reasonable notice, to appear at school because the student was suspended.

Duration of Leave

An employee may take a maximum to take up to 40 hours off per year, with reasonable notice to take SAL. The time off cannot exceed 8 hours in any calendar month of the year. An employee must elect to use paid accrued leaves concurrently (e.g. sick leave, vacation, etc.) in the same way they could for other qualifying purposes under the District's policies.

Notice Requirement

The employee is required to provide the District with reasonable notice of the need for SAL. The District may ask for proof that the employee utilized the time for child related-activities permitted under California law.

4.4.12 Kin Care Leave

Under California state law, employees who accrue sick leave are eligible for Kin Care Leave (KCL). An employee may use KCL for the following reasons:

- Diagnosis, care, or treatment of an existing health condition of the employee, or preventive care for, an employee or an employee's covered family member;

- For obtaining relief if the employee is a victim of domestic violence, sexual assault, or stalking.

- If the employee is a victim of domestic violence, sexual assault, or stalking, the employee may take time off to: obtain medical treatment, counseling or other victims' services, obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order, or other injunctive relief.

The number of days the employee can take off is calculated as an amount not less than the sick leave that would be accrued during 6 months of the employee's then-current rate of entitlement. Employees are able to use up to half of their sick leave for KCL. But, no more than one-half of the employees annual accrued sick leave benefits can be counted as KCL. For a full-time career employee, for example, this would mean no more than 48 hours of sick leave can be counted as KCL.

To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

A "family member" for the purposes of this policy is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling.

Please note, leave under this statute runs concurrently with paid sick leave, and CFRA leave.

4.4.13 Reproductive Leave Loss

All employees who have been employed with the District for at least 30 days are entitled to take up to five (5) days of leave per reproductive leave loss occurrence, capped at twenty (20) days on an annual basis. The first five (5) days of such leave will be paid. All other remaining leave shall be unpaid unless an employee uses their accumulated leave balance. Such leave must be taken within three (3) months of the reproductive loss event.

A reproductive loss event is defined as failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. If the employee would have been recognized as a parent if the aforementioned events were

successful, the employee will be covered under this definition. This includes the employee, the employee's current spouse or domestic partner, or another individual if the person would have been a parent of a child as a result of the event.

4.4.14 Alcohol and Drug Rehabilitation Leave

Under California state law, employees who seek time off to voluntarily complete a rehabilitation program are eligible for this leave under this policy.

Employees may take reasonable unpaid leave as long as the leave does not cause the District an undue hardship. Employees may choose to use available sick leave concurrently with rehabilitation leave

4.4.15 Time Off To Vote

If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may request up to two (2) hours of paid time off during working hours in order to vote. The General Manager will approve up to two (2) hours of paid time for such purposes. The time off should, so far as allowable, be provided at the beginning or end of the employee's shift, so as to minimize work disruption.

4.4.16 Personal Business

A full-time employee may use a maximum of three (3) days earned of sick leave in any calendar year for personal business. Personal business leave may be granted for one of the following reasons:

a. Death of a member of the immediate family when additional leave is required beyond that provided in the bereavement leave section;

b. Accident involving the employee's person or property, or the person or property of the employee's immediate family;

c. Adoption of a child by an employee which necessitates legal adoption procedures during the normal working day or care for the child in its new home;

d. An illness of an employee's family member which is serious in nature and under such circumstances, the employee cannot be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service, and

e. Two (2) days personal business may be used by an employee to attend to matters which must be taken care of during the assigned hours of service, provided the employee requests the absence from his/her Supervisor/General Manager in advance of the leave and provided that not

more than one each of the staff of field or office may be granted a leave under this provision for the same day.

4.4.16.1 Personal Business (Eligibility)

To be eligible for a Personal Business leave, the employee must contact his/her Supervisor or General Manager prior to the start of the regular work shift, provide the reasons for the requested absence, and gain approval from the Supervisor/General Manager. The District, at its discretion, may waive the above requirement when it deems an emergency existed which made it impossible for the employee to comply with the notification procedure.

4.4.16.2 Personal Business (Absence Request Form and Proof of Eligibility)

Upon return from an approved Personal Business absence, the employee shall be required to submit an Employee Absence Request form and, if required, provide proof that such absence was eligible under rules outlined for Personal Business absence.

4.4.17 Leave Without Pay

The General Manager may grant leaves of absence without pay to full-time employees. No employee shall be eligible for a leave of absence without pay until the employee has two (2) or more years of continuous employment in a full-time position. In special cases, the General Manager may waive the two (2) year employment requirement if in the best interest of the District. An employee is not eligible for a leave of absence without pay until all of the employee's accrued leave time with pay has been used. During the period of a leave of absence without pay, the employee shall not accept any other employment except with express written permission of the General Manager. An employee on such a leave may continue any insurance available to him/her as an employee by paying, in advance, all costs of such continued insurance. An employee granted leave, must return to work not later than the start of the first working day following the end of the leave. A leave of absence shall not exceed five (5) working days.

4.4.18 Job Abandonment

NOTIFICATION OF ABSENCE

Employees shall report to their Supervisor or to the General Manager by telephone or text their inability to report to work at their regularly scheduled time and the reason for the absence. Notification must be given prior to their regularly scheduled shift, but no later than thirty (30) minutes after the shift begins.

When an employee, who is absent without leave, fails to return to duty within 24 hours after notice to return is issued and confirmation of delivery is received by the District, or by direct contact, shall be deemed to have voluntarily resigned. An employee, who is deemed to have voluntarily resigned, automatically waives all

rights of appeal. However, prior to separation for job abandonment the employee will be allowed to present any justification for absence such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification.

4.4.19 California Family Rights Act Leave

The California Family Rights Act (CFRA) authorizes eligible employees to take up a total of 12 weeks of paid or unpaid job-protected leave during a 12-month period. To be eligible for CFRA leave an employees must have worked for the employer for one year or more and completed 1250 hours. While on leave, employees keep the same employer-paid health benefits they had while working. Eligible employees can take the leave for one or more of the following reasons:

- The birth of a child (including the child of a domestic partner) or adoption or foster care placement of a child.

- To care for an immediate family member (spouse, domestic partner, child of any age, parent, sibling, grandparent or grandchild), or designated person (a designated person, means any individual related by blood or whose association with the employee is the equivalent of a family relationship. A designated person may be identified by the employee at the time the employee requests paid sick days) with a serious health condition.

- When the employee is unable to work because of a serious health condition (excluding pregnancy)

- A qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child (of any age), or parent in the United States Armed Forces, as specified in Section 3302.2 of the Unemployment Insurance Code.

Employees must notify the District as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice. For events not foreseeable 30 days in advance, the employee must give notice as soon as is practicable, and generally must comply with the District's normal call-in or notice procedures. All requests for CFRA Leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without a reasonable excuse for the delay, the District reserves the right to delay the start of the leave until at least 30 days after the date on which the employee does provide such notice. Once aware the employee needs leave, the District will inform the employee as to whether the employee is eligible under CFRA for such leave. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If the District employs both parents who are entitled to CFRA Leave, both employees are entitled to 12 weeks of leave each.

The District will not discriminate against an employee for exercising CFRA rights or giving information or testimony as to the employee's or another person's CFRA Leave; nor will the District interfere with or limit the exercise or attempted exercise of such rights.

4.4.19.1 Part-Time, Etc. Employees

Part-time, emergency, seasonal relief, and temporary employees shall not be entitled to paid vacation or holiday pay, or any other paid leave, except to the extent required under any state or Federally-funded program, or except to the extent that such benefits are funded through non-District sources.

4.4.20 Pregnancy-Related Disability Leave

The District recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, for any employee who is disabled by pregnancy, childbirth, or related medical conditions, the District provides leave for the period of actual disability ("Pregnancy Disability Leave"), up to a maximum of four months. Pregnancy Disability Leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable. An employee may also be entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions.

Whenever possible, an employee should submit a written request for Pregnancy Disability leave to the District's Human Resources Department as soon as she is aware of the need for such leave. If the leave is foreseeable, the employee must provide 30 calendar days' advance notice to the District of the need for Pregnancy Disability Leave. If it is not practicable to give 30 calendar days' advance notice of the need for such leave, the employee must notify the District as soon as practicable after she learns of the need for such leave. If an employee fails to provide the requisite 30 days' advance notice for a foreseeable need for leave, without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date that the employee does provide such notice.

A request for a Pregnancy Disability Leave must be supported by medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled due to pregnancy; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work

at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, her pregnancy, or to other persons. Upon expiration of the time period for the leave estimated by the health care provider, the District may require the employee to provide another medical certification if additional leave time is requested.

An employee taking Pregnancy Disability Leave must substitute any accrued sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. Except to the extent that paid leave is substituted for Pregnancy Disability Leave, such leave will be unpaid. The substitution of paid leave for Pregnancy Disability Leave does not extend the total duration of the leave to which an employee is entitled.

During an employee's Pregnancy Disability Leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue to pay her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

The District may recover from the employee the amount of premiums that the District paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired due to a reason other than: (i) the employee is taking (i.e., has transitioned over to) leave under the California Family Rights Act, unless the employee chooses later not to return after the CFRA leave, in which case the District can recover such premium amounts; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy Disability Leave, unless the employee chooses not to return after the Pregnancy Disability Leave, in which case the District can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following such leave, in which case the District can recover such premiums, or (iv) other circumstances beyond the employee's control.

Employees on Pregnancy Disability Leave will accrue employment benefits, such as sick leave, vacation, and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. Employee benefits may be continued during the unpaid portion of the Pregnancy Disability Leave according to the provisions of the District's various employee benefit plans.

Unless the District and the employee have already agreed upon the employee's return date, an employee who has taken a Pregnancy Disability Leave must notify the District's Human Resources Department at least two business days before her scheduled return to work or, as applicable, transfer back to her former position. An employee who timely returns to work at the expiration of her Pregnancy Disability Leave will be reinstated to her former position, or a comparable position, whenever possible and consistent with applicable law.

Each employee who has taken a Pregnancy Disability Leave must be released by her doctor to return to work. The return-to-work release should be in writing and submitted to the Human Resources Department on or before the employee's return

4.4.21 Lactation Policy

The District provides accommodations to lactating employees who need to express breastmilk during work hours in accordance with applicable law. The District will provide a room or other location (not a bathroom) for employees to express breastmilk in private. The District will ensure that the lactation room or location will:

- Be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk;
- Be clean, safe and free of hazardous materials;
- Contain a surface to place a breast pump and other personal items;
- Contain a place to sit; and
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery powered breast pump.

In addition, the District will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. In the event that more than one employee needs use of the lactation room, the District will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space or creating a schedule for such use.

The District shall also provide a reasonable amount of break time for an employee to express any breast milk each time that she needs to do so. The break time, if possible, should run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, she must accurately record all time worked and the District will compensate her for such time.

Employees who are nursing have a right to request a lactation accommodation. Such requests may be made verbally or in writing, should indicate the need for an accommodation in order to express breastmilk at work, and should be directed to the District's Human Resources Department. The District shall respond to such requests in a reasonable manner, not exceeding five business days. If the District cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing.

Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to the District's Human Resources Department that describes the nature of the change that is requested.

The District prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to the Human Resources Department. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

4.4.22 Civil Air Patrol Leave

Civil Air Patrol ("CAP") leaves of absence are granted without pay. Voluntary members of the CAP may take ten (10) days leave per year, beyond any other leave benefits, in order to respond to an emergency operational mission. To qualify, an employee must be employed for at least ninety (90) days immediately preceding the commencement of the leave.

Employees are required to give as much notice as possible of the intended dates on which the leave would begin and end. Employees must submit written verification from the appropriate CAP authority. The District will reinstate those employees returning from CAP leave to their same position or one of comparable seniority, status and pay.

SECTION 5. EMPLOYEE RIGHTS

Employees, paid and unpaid interns, volunteers, applicants, and independent contractors have the right to be free from harassment, retaliation, and discrimination. The policies set forth below protect those rights.

5.1 Harassment, Retaliation, and Discrimination Prevention Policy

The District is committed to prohibiting and preventing all forms of harassment, retaliation and discrimination. The District prohibits harassment, retaliation, and discrimination in any phase of the employment process, including, but not limited to recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. This includes discrimination and harassment on the basis of any status or characteristic protected under federal or state law, such as race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and gender expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), sexual orientation, sex stereotyping, age (40 years and older), medical condition, marital status, domestic partner status, pregnancy, physical or mental disability (including HIV and AIDS), military status, veteran status, legally protected medical condition or information (including genetic information), protected medical leaves (requested or approved), status as a victim (of domestic violence, sexual assault or stalking), enrollment in a public assistance program, on the basis of any perception that an applicant or employee has any of these characteristics; or on the basis that an applicant or employee is associated with someone who has or is perceived to have these characteristics. The District will not tolerate any such harassment of its employees, paid and unpaid interns, volunteers, applicants, and independent contractors and will take affirmative steps to stop it.

This policy defines harassment, and sets forth a procedure for the investigation and resolution of complaints of such harassment by or against any employee, paid and unpaid interns, volunteers, applicants, and independent contractors. This policy also covers elected and appointed officials.

5.1.1 Definition

Harassment need not be explicit, nor even specifically directed at the victim. Harassment can occur in the workplace, after hours, or on social media. Harassment may consist of offensive verbal, physical, visual, and sexual conduct. (1) Verbal harassment includes jokes, epithets, negative stereotyping, derogatory comments, or slurs; (2) physical harassment includes conduct such as physical interference with normal work, impeding or blocking movement, assault or unwelcome physical contact/physical touching, violent or intimidating behavior; (3)

visual harassment, includes conduct such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings, gestures, display of sexually suggestive or lewd objects, or unwelcome notes or letters; and (4) sexual harassment, discussed below.

Sexual Harassment

Because sexual harassment raises issues that are, to some extent, unique in comparison to other forms of harassment, the District believes it warrants separate emphasis. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when: (1) submission to the offensive conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or (3)the offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

For the purpose of clarification, examples of what may constitute prohibited sexual harassment include, but are not limited to, the following:

a. Making unsolicited sexual advances written, verbal, physical, or visual contact with sexual overtones. (Written examples: suggestive or obscene letters, notes, invitations. Verbal examples: derogatory comments, slurs, jokes, epithets. Physical examples: touching, assault blocking or impeding access, leering gestures, display of sexually suggestive objects or pictures, cartoons or posters.);

b. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction is not considered sexual harassment.);

c. Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response. (For example, implying or actually withholding support for an appointment, promotion, or change of assignment; suggesting a poor performance report will be prepared; or suggesting probation will be failed.)

d. Engaging in implicit or explicit coercive sexual behavior which is used to control, influence, or affect the career, salary, or work environment of another employee.

e. Offering favors or employment benefits, such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors. (Similar conduct when applied to other protected classes such as race, color, creed, national origin, age, disability, medical condition, religion, sexual orientation, or marital status may constitute harassment in violation of this Policy. For example, racial jokes or degrading comments about age or ethnic background can constitute harassment under this Policy).

Accordingly, in order to avoid the risk of discipline, such acts should be avoided in all circumstances.

5.1.2 Training

All non-managerial District employees must attend a one-hour Sexual Harassment Prevention Training, and all managerial District employees must attend a two-hour Sexual Harassment Prevention Training. All District employees will be required to attend a sexual harassment training every two years as assigned by Administration. Managers will receive two hours of training every two years as assigned by Administration. Staff may be required to attend additional any-harassment or other sensitivity trainings in regards to any protected class. District employees may refer to the Department of Civil Rights (CRD) [formerly known as the Fair Employment and Housing (DFEH) sexual harassment prevention online training course appropriate for their position. You may visit hhtps://calcivilrights.ca.gov/ to access the online training courses.

5.1.3 Internal Report

All employees, independent contractors, interns, and volunteers of the District must promptly report any incidents of harassment, discrimination, and retaliation so that the District can take appropriate action. It is the responsibility of all of us to contribute to a work environment that is free of unlawful bias, discrimination, harassment, and retaliation. Failure to bring forth a complaint prevents the District from having the opportunity to correct the situation.

Any incidents of discrimination, harassment, or retaliation, including work-related harassment by any District personnel or any other person, or any conduct believed to violate this policy, must be reported immediately to the District's Accounting/Human Resources Manager, who is responsible for investigating harassment complaints. An individual is not required to bring a complaint to the Human Resources Department if the individual is uncomfortable doing so for any reason. In that case, complaints should be reported to the General Manager.

Managers and supervisors have a special responsibility under this policy. All levels of management and all supervisors are responsible for compliance with this Policy AND for ensuring that everyone in their department is aware of, understands and adheres to this policy. Supervisors and managers who receive complaints or who observe or learn of discriminatory, harassing, or retaliatory conduct must immediately inform the General Manager or other appropriate District official so that an investigation may be initiated.

Individuals making such complaints must report the facts as accurately and as completely as possible. Every reported complaint of harassment, discrimination, and retaliation is taken seriously by the District. Every reported complaint, including allegations of misconduct, will be investigated thoroughly and promptly by impartial and qualified personnel. Typically, the investigation will include the following steps:

an interview of the employee who lodged the complaint to obtain complete details regarding the alleged harassment, discrimination, or retaliation; interviews of anyone who is alleged to have engaged in such conduct to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged conduct. The Accounting/Human Resources Manager or other District official responsible for the investigation, will notify the employee who lodged the complaint of progress during the investigation, including documentation where applicable, and timely notification of the results of the investigation.

The investigation will be handled in as confidential a manner as possible consistent with a fair, timely, and thorough investigation (e.g., parties will receive appropriate due process, the District will reach reasonable conclusions based on the evidence collected, etc.). Employees (or other complainants) making complaints are expected to cooperate fully with the person or persons designated to investigate the complaint.

The District prohibits conduct severe enough to be unlawful. Yet even more, the District's workplace conduct standards also prohibit conduct and comments which are not severe enough to violate state or local or federal law—but which are still inappropriate in the workplace. For example, the District prohibits abusive conduct in the workplace—whether or not it is based on a protected category. As a result, the District will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred—whether or not such violation also violates the law.

Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances.

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

5.1.4 Internal Investigation and Resolution

Following receipt of a grievance, the District shall begin an immediate and thorough impartial investigation to determine if sexual and/or other harassment or discrimination, or retaliation has occurred. The investigation shall be conducted in an impartial manner and all information shall be maintained confidential to the

extent possible. After full consideration of all relevant facts and circumstances involving the inquiry, a timely decision will be made by the District and appropriate action may be taken, up to and including termination of employment.

5.1.5 External Reporting

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

- Department of Civil Rights (CRD) [formerly known as the Fair Employment and Housing (DFEH) at 800-844-1684 or visiting https://calcivilrights.ca.gov/contactus

- Equal; Employment Opportunity Commission (EEOC) at 800-669-4000 or visiting https://www.eeoc.gov/contact-eeoc/.

If you wish to pursue filing with agencies you should contact them directly to obtain further information about their processes and time limits.

5.2 Policy Against Retaliation

Retaliation and/or adverse action, against any individual for opposing conduct prohibited by the District's anti-harassment policies or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by the District, or any authorized governmental agency, or engaging in protected activity is strictly prohibited and may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

Definitions

For purposes of this policy, "protected activity" includes, but is not limited to, any of the following:

Filing a complaint with the District or a federal or state enforcement or administrative agency; Participating in or cooperating with the District or a federal or state enforcement agency that is conducting an investigation regarding alleged violations of District policy or unlawful activity; Testifying as a party, witness, or accused regarding violation of District policy or alleged unlawful activity; Associating with another employee who is engaged in any of the protected activities enumerated here; Providing informal notice to the District regarding alleged violation of District policy or unlawful activity; and any activity protected under federal and state law.

For purposes of this policy, "adverse action" includes, but is not limited to, any of the following:

Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because the individual engaged in protected

activity (as defined above); Refusing to hire an individual because the individual engaged in protected activity (as defined above); Denying promotion to an individual because of protected activity; Taking any form of disciplinary action because the individual engaged in protected activity (as defined above); Issuing a poor evaluation because of protected activity; Extending a probationary period because the individual engaged in protected activity; Altering work schedules or work assignments because the individual engaged in protected activity (as defined above).

5.3 Grievances

The grievance procedure provides a means for settling complaints that arise over the application of this manual as quickly as possible and at the lowest possible level of authority. The grievance procedure should not be used to contest performance evaluations or discipline. (See Section 7 re Discipline). Each step in the procedure must be completed before the next step may be taken. Failure to take the next step within the timeframes allotted will result in waiver of any appeal.

A grievance must be filed within ten (10) calendar days of the occurrence of the event or within ten (10) calendar days following the date the grieving party could have reasonably known of the occurrence of the act or omission giving rise to the grievance. Any supervisor or other member of management who receives a grievance must notify the General Manager of the grievance as soon as practicable. The facts concerning the grievance and the grievance process are to remain confidential, to the extent possible given the requirements of District business.

Step 1. The employee should initially try to resolve any item of concern informally with his or her direct supervisor. The direct supervisor should hold a conference with the employee as soon as reasonably practicable following the employee's request and attempt to informally resolve the issue. If the grievance is against the direct supervisor, the matter shall be taken directly to Step 2.

Step 2. If successful resolution is not reached in Step 1, the employee shall reduce his or her concern to writing and submit it to the General Manager. This formal written grievance must be submitted within ten (10) calendar days of the date of the occurrence giving rise to the grievance or the right to file is waived. The General Manager, or his or her designee, shall meet with the grievant, and after the initial meeting, the General Manager or his or her designee will investigate the complaint. This investigation may involve separate conversations or meeting of all parties at the manager's discretion. The General Manager shall attempt to provide his or her written decision within ten (10) calendar days of the date of the first meeting with the employee.

Step 3. If the employee believes the decision of General Manager does not adequately resolve the issue, the employee may request reconsideration by the District's Board. The written request must be submitted in care of the General

Manager to the Board to be handled by an ad hoc personnel committee ("Personnel Committee") established by the Board within ten (10) calendar days of the General Manager's decision. The Personnel Committee will be furnished with the then-existing written record. The Personnel Committee will meet as soon as practicable to consider the grievance. The Personnel Committee may, in its discretion, rely on the existing record or conduct a hearing in whatever way deemed appropriate under the circumstances. The Personnel Committee may call any witnesses or parties, if it deems such testimony necessary. The decision of the Personnel Committee shall be put in writing within ten (10) calendar days of the close of any hearing on the matter. The action of the Board's Personnel Committee is final and binding.

5.4 Open Door

The District encourages employee input. Employees who have job-related ideas or concerns are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The District believes that employee concerns are best addressed through this type of informal and open communication. Employees are encouraged to raise work-related concerns with their immediate supervisor as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved.

Although the District cannot guarantee that in each instance the employee will be satisfied with the result, the District will attempt in each instance to explain the result to the employee if the employee is not satisfied. The District will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

SECTION 6. EMPLOYEE STANDARDS OF CONDUCT

6.1 Code of Ethics

a. Each officer, official and employee has an obligation to the citizens, to the people's elected representatives and to fellow employees to meet the highest ethical and professional standards and to enhance the public's respect and trust for the District government and its operations.

b. Employees of the District have responsibilities unique from their counterparts in the private industry. Employment with the District carries an obligation of personal integrity and conduct that serves to establish public respect, confidence, and trust.

c. Employees represent the District and the quality of District service is judged through their performance and conduct. The District has the right to expect that employees will provide services in an efficient, thorough, and courteous manner.

d. The District, as a condition of employment, expects to receive from the employee:

1. Initiative and a conscientious effort to perform productive work.

2. Cooperative, positive, responsive, and courteous relations with fellow employees, supervisors, subordinates, and the public.

3. A continuous effort to strive for greater knowledge and skill on the job in order to maintain performance at a high level.

4. Compliance with all policies, regulations, rules of conduct and ordinances established by the District.

5. Public loyalty to, and support of the official policies of the District.

6. Responsible work habits demonstrated by:

i. Dependability, promptness, reliable attendance, and performing required duties competently,

ii. Keeping informed of developments and matters affecting job performance,

iii. Being flexible and adaptable to change,

iv. Accepting constructive suggestions and criticism.

7. Neat and clean grooming and attire appropriate to the job assignment. Prescribed uniforms and safety equipment must be worn where applicable.

e. No officer, official or employee will accept a fee, compensation, gift, payment of expenses or any other thing of monetary value other than his or her compensation from the District, for performing the duties of his or her office or position, or under any circumstances in which acceptance may result in or create the appearance of any one or more of the following:

1. Use of public office and/or employment for personal or private gain.

2. Preferential treatment of any person.

3. Loss of complete independence or impartiality.

4. Making a District decision outside of official channels.

5. Reduction of public confidence in the integrity of District government and/or its employees.

6. Impeding government efficiency or economy.

6.2 Mobile Device Usage Policy

This policy applies to the use of cellular telephones, smart telephones, tablets, personal organizers, or other mobile devices, whether personal or provided by the District (collectively, “mobile devices”) while working; the personal use of District-provided mobile devices; and the permissible use of mobile devices while driving.

While working, employees are expected to devote their time and attention to performing their job. Excessive usage of mobile devices for personal calls, texts, receiving or responding to personal e-mail, or for any other personal reason while working, regardless of the device used, can interfere with employee productivity and be distracting to others, and for certain positions, can pose a threat to the safety of the employee or others. All usage of mobile devices while at work must be in accordance with District policies. The District will not be liable for the loss of personal mobile devices brought into the workplace.

Where job or business needs require it, the District may issue a mobile device to an employee for work-related purposes. Employees who believe that they need a District-provided mobile device for work-related purposes should contact a District Manager.

Employees in possession of District equipment, such as mobile devices, are expected to protect the equipment from loss, damage, or theft. This provision does not require the employee to purchase insurance for the device, and does not hold the employee responsible for normal wear and tear or loss for reasons beyond the

employee's control. Upon resignation or termination of employment, or at any return or inspection of the device and any data stored on it.

Non-exempt employees who reasonably determine that it is necessary to make or respond to calls after regular hours for work-related purposes, whether using a District-provided or personal mobile device or other telephone, must promptly record that time as time worked, and will be paid for that time. Non-exempt employees should check that such after-hours work complies with District policies regarding working overtime hours.

The District strictly prohibits the use of all hands-on mobile devices while operating a motor vehicle when (a) the device is used for business reasons while driving at any time, and (b) the device is used while driving on District business. This includes use of the device to send or receive calls, e-mails, texts, and other communications. Note that in California, use of a hands-on mobile device while driving (whether for work or not) may be criminally punished.

Employees may use hands-free mobile devices while driving, solely for calls, if it is both safe and lawful to do so. However, safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, refrain from discussion of complicated or emotional discussions, and keep their eyes on the road at all times. Special care should be taken in situations where there is traffic or inclement weather, road construction, or the employee is driving in an unfamiliar area.

In situations where job responsibilities include regular driving while making or accepting of business calls, hands-free equipment will be provided to facilitate the provisions of this policy. Employees whose job responsibilities do not specifically include driving, but who are issued a mobile device for business use, also are expected to abide by the provisions above. Under no circumstances may employees place themselves or others at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of a mobile device while driving will be solely responsible for all liabilities that result from their actions.

As with any policy, managerial staff members are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

All usage of mobile devices as addressed in this policy must also be in accordance with all District policies on acceptable use, non-harassment/non-discrimination, security, and confidentiality and the Technology Use And Security policy. In addition, employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

Violations of this Mobile Device Usage policy will be subject to discipline, up to and including termination.

6.3 Use of District Provided Vehicles

The District will provide vehicles for business, emergencies, on-call, and standby work on an as-needed/required basis. All District vehicles will be identified with the District seal, logo, or name. The provision of a vehicle is not an employment benefit and no employee is entitled to a vehicle. At any time the General Manager determines that provision of a District vehicle is no longer necessary, the relevant employee shall return the vehicle without any offsetting adjustment to pay or benefits.

Employees operating District vehicles are responsible for safe operation in accordance with the law and relevant District Policies (including but not limited to the IIPP) and procedures. Note that, in many instances, District policy is more stringent than the law. (For instance, smoking is prohibited). When vehicles or equipment are assigned to an employee, whether for transportation to and from work, or strictly for use during the normal hours of the workday, the employee is responsible for the appearance, and maintenance of oil, water, etc., necessary to ensure the safe operation and long-term life of the vehicle or equipment. Additionally, the employee is responsible for all tools and equipment assigned to that vehicle or equipment or carried thereon. Since most job classifications require daily or periodic operation of District vehicles, employees are required to be in possession of a valid California Driver's License of the class of vehicle being operated. Employees assigned a vehicle are obligated to notify the District immediately upon any suspension or revocation of Driver's License. The District considers the revocation or suspension of a license by the State of California for any reason, or a driving record, as sufficient cause for dismissal, regardless of the absence of progressive discipline. The driving records of all employees will be monitored through the State of California BIT program, which is reviewed by management.

Transportation in District Vehicles. Unless the District vehicle is expressly designated and approved for transportation of the public and is being operated under such guidelines, transportation in District vehicles of persons other than directors, officers, employees, or authorized agents or guests of the District is prohibited. District vehicles are not for personal use. Designated employees who drive District-owned vehicles to and from work may occasionally need to make incidental stops during their commutes. Such usage may be deemed a de minimis benefit and shall not be considered a violation of this section.

Accident Procedure. When an employee is involved in an accident in a District-owned vehicle, he or she must immediately notify his or her supervisor or management and should not make any statements concerning the responsibility for the accident to anyone but the District representative. Cooperation should be extended to law enforcement officers. The employee involved in the accident may

not leave the scene without District authorization and may be required to submit to reasonable suspicion drug and alcohol testing.

6.3.1 Automobile Allowances

The General Manager, Assistant General Manager and Director of Operations shall be provided an Automobile Allowance to compensate them for use of their personal vehicles in performing their job duties. District employees who receive an Automobile Allowance shall provide and maintain a suitable vehicle for their use on District business. District employees who receive an Automobile Allowance shall maintain such vehicle at all times in proper operating condition and pay for registration and license fees, maintenance, repairs, insurance and replacement expenses as necessary. The Automobile Allowance is intended to cover all operating expenses associated with using of the employee's vehicle for District business, as well as depreciation and wear and tear. The employee shall not be entitled to reimbursement for mileage or other expenses incurred for use of the vehicle. The Automobile Allowance shall be treated as a non-accountable plan for purposes of tax reporting and the entire amount of the Automobile Allowance will be reported as taxable compensation on Managers' W-2 form, and taxes will be withheld from that amount.

6.4 District Provided Computer Tablet Devices

District-provided computer tablet devices shall remain the District's property and shall be used by employees exclusively for District business. District employees shall possess the computer tablet device for their use for District business, subject to returning the devices to the District at any time requested by staff for periodic maintenance, upgrades and service. Employees shall surrender the District-provided computer tablet devices to the District upon termination of their employment. Employees shall be responsible for the care and safekeeping of the District-provided computer tablet devices in their possession and shall reimburse the District for the cost of replacing a device that is damaged, lost or stolen due to an employee's negligence or misuse. Employees shall not install software, download files or make any other alterations to the computer tablet devices for purposes which the district does not expressly authorize. Any employee who violates the rules applicable to using District-provided computer tablet devices will be required to surrender the device to the District. Employees do not have an expectation of privacy as to any of the communications and data residing in the computer tablet devices assigned to employees and communications and data on such devices, whether confidential or personal, are subject to District monitoring.

6.5 Social Media Policy

At the District, we understand that social media can be a fun and rewarding way to share one's life and opinions with family, friends and co-workers around the world. The District respects the right of employees to use them as a medium of self-expression. However, use of social media also presents certain risks and

carries with it certain responsibilities. To assist employees in making responsible decisions about their use of social media, the District has established these guidelines for appropriate use of social media. This policy applies to all employees who work for the District. All employees need to follow these requirements when posting on social media.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to an employee's own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication.

The same principles and guidelines found in the District's policies apply to employees' activities online. Ultimately, employees are solely responsible for what they post online. Before creating online content, employees should consider some of the risks and rewards that are involved. Employee conduct that adversely affects job performance, the performance of fellow employees or otherwise adversely affects customers, suppliers, people who work on behalf of the District or the District's legitimate business interests may result in disciplinary action up to and including termination.

Employees should carefully read these guidelines and the District's employment policies that address social media, including the District Property: Confidential and Personal Information Policy, the Equal Employment Opportunity Policy, and the Policy Against Harassment, Discrimination, and Retaliation, and ensure their postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject employees to disciplinary action up to and including termination. Employees should not have an expectation of privacy with respect to information or communications that they post using the District's computers or networks. The District has the right to monitor all activity on its equipment and systems.

Employees should always be fair to fellow employees and people who work on behalf of the District. Also, employees should keep in mind that they are more likely to resolve work-related complaints by speaking directly with co-workers or by utilizing any of the District's procedures for raising concerns or complaints (i.e., the District's Open Door Policy or Procedure for Reporting Employee Complaints, or for concerns involving suspected harassment, discrimination or retaliation, by using the complaint reporting procedure described in the Policy Against Harassment, Discrimination, and Retaliation). Nevertheless, if employees decide to post complaints or criticism, they should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm

someone's reputation or posts that could contribute to a hostile work environment on the basis of race, national origin, sex, disability, religion or any other status protected by law or District policy. Employees are personally responsible for what they post, and the District will not assume any liability for those statements.

Employees should strive to remain honest and accurate when posting information or news, and if they make a mistake, they should be open about it and correct it quickly. This includes being open about any previous posts they have altered. The Internet archives almost everything; therefore, even removed or deleted postings can be searched. Employees should never post any information or rumors that they know to be maliciously false about the District, fellow employees or people working on behalf of the District. When using social media, employees should comply with the site's terms of service, acceptable use policy and any other posted guidelines.

Employees must maintain the privacy of the District's non-public, proprietary information. Employees should not create a link from their blog, website or other social networking site to the District's website without identifying themselves as a District employee. In addition, they must use their best judgment and exercise discretion when linking to people on social media sites. Co-workers and members of the public may see employee connections and make judgments about them or their work. Employees must not violate copyright, trade secret, fair use, privacy, libel and defamation, federal securities and financial disclosure laws.

Employees should express only their personal opinions. They should never represent themselves as a spokesperson for the District. Employees are not authorized to speak on behalf of the District unless given specific prior written approval from the District. If the District is a subject of the content employees are creating, employees should be clear and open about the fact that they are an employee and make it clear that their views do not represent those of the District, fellow employees or people working on behalf of the District. If employees do publish a blog or post online related to the work they do or subjects associated with the District, they should make it clear that they are not speaking on behalf of the District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the District." Employees may not promote any of the District's products or services without fully disclosing their relationship with the District. Additionally, employees should respect others in the online community. They should not use ethnic or racial slurs, or obscenity, and avoid personal attacks or threats.

Employees should refrain from using social media while on work time, unless it is work-related as authorized by their supervisor or consistent with the District's policies. Also, employees may not use the District's email addresses to register on social networks, blogs or other online tools utilized for personal use.

The District prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any

employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination. Nothing in this policy is intended to discourage or prohibit District employees from discussing wages, safety concerns, or terms and conditions of employment with other employees or third parties. This Policy will be administered in compliance with applicable laws and regulations.

Employees who are contacted by the media should not speak on the District's behalf without contacting the District Manager. All media inquiries should be directed to them. Employees with any questions or who need further guidance should contact the District's Human Resources Manager.

6.6 Technology Usage and Security Policy

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment.

Technology Resources consist of all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; tablets; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; voicemail systems; and instant messaging systems.

Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources are authorized to access and use the necessary technology. The District's Technology Resources are to be used by employees during working time only for the purpose of conducting District business.

The District is aware that emails are often less formal than traditional written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the District's "Equal Employment Opportunity Policy" and its "Policy Against Harassment, Discrimination, and Retaliation," the District does not tolerate discrimination or harassment based on

race, color, religion, religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other status protected by applicable laws.

Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, slurs, jokes, or cartoons).

Additionally, employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, for pecuniary gain, or in any way that discloses trade secrets or other confidential or proprietary information of the District, business partners, vendors, or customers.

All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including on its electronic mail system, voicemail system, SMS messages, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, SMS messages, and electronic mail systems, at any time, in its sole discretion.

While the District does not wish to examine personal information of its employees, from time to time, the District may need to access its Technology Resources including computer files, electronic mail messages, SMS messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to confirm compliance with its

policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

Some of the District's Technology Resources can be accessed only by entering a password or using login credentials. Passwords and login credentials are intended to prevent unauthorized access to information. Passwords and login credentials do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain passwords or be provided with login credentials for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords and login credentials as confidential. Employees must not share passwords, or forward login credentials unless authorized by the District Manager and must not access coworkers' systems without express authorization.

The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

- Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.

- Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.

- Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.

- Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may

be unlawful to attempt to delete or erase certain information. Employees shall fully comply with District policy regarding retention or destruction of information.

Notwithstanding the above, the District shall delete personal employee information to the extent required by applicable law, including as required by the California Consumer Privacy Act.

The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could reasonably adversely affect any individual, group, or entity.

The District monitors both the amount of time spent using online services and the sites visited by individual employees. The District reserves the right to limit such access by any means available to it, including revoking access altogether.

The District is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of the District as well as that of its business partners, vendors, and customers ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District's Technology Resources.

Confidential Information should not be accessed through the District's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

Employees should adhere to District's security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via unsecure platforms, and should only transmit Confidential Information when absolutely necessary and only via approved platforms. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and

licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by any means of transmission, unless authorized in writing in advance by the District Manager and thoroughly scanned for viruses or other malware prior to installation.

Before transferring or copying any software from a District Technology Resource to another computer or other device, employees must obtain written authorization from the District Manager. It is the employee's responsibility to adhere to applicable licensing requirements, including not making or distributing unauthorized copies of software to others. Upon departure from the District, it is the employee's responsibility to remove all District software from non-District computers and other devices on which District software has been installed. If an employee sells or otherwise transfers out of his or her own possession or control his or her own personally owned computer, he or she must first notify the District and work with the District to ensure all District data and related software is deleted and/or remediated prior to such sale or other transfer. Please ask the District Manager for assistance if needed.

The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering with or disabling any of the District's security devices will be subject to discipline up to and including termination. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media and an employee resigns, is terminated, or is requested to do so by management, the employee must work with the District to identify all such Information and its location, and help ensure it is retrieved and/or permanently deleted by the District (or the District's designated agent. Similarly, employees may not send Confidential Information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the District Manager.).

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to District management.

The District may, at its sole discretion, provide certain employees with remote access systems such as a laptop, smartphone, tablet, or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all District-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes District-provided equipment is lost or that the security and confidentiality of the data on that

equipment has been compromised, he or she must notify the District Manager. If District-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. The District-provided remote access system should only be used for District-related business. The District may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any District-issued remote access systems in accordance with District's "District Property" policy.

Use of public or other networks, such as unencrypted WiFi networks, can be a threat to the security and reliability of the District's Technology Resources. Accordingly, employees must only access District Technology Resources via means that are specifically approved by the District Manager.

Employees are expected to use sound judgment with respect to use of the District's electronic mail ("e-mail"). All employees should adhere to the following with respect to use of e-mail:

- Always ask before sending an e-mail if it is the appropriate medium of communication. When communicating about a sensitive subject, consider whether e-mail is the appropriate medium or whether using the phone rather than e-mail might be more appropriate (but keep in mind that voicemail is similar to e-mail; voicemail may be stored on a computer server and may be forwarded to third parties).

- Use the "front page" test. Assuming that e-mail is the appropriate medium of communication, each e-mail should be treated as a formal written document. Do not write anything in an e-mail that could not be printed on the front page of the newspaper. Off-the-cuff, sarcastic, or angry comments can come back to haunt the author.

- E-mail is part of the workplace environment. E-mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in communicating via e-mail as they would when communicating in person or in letters. Offensive e-mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate e-mail.

- Provide context. As with other forms of communication, there is a risk that an e-mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply e-mail relates.

- Know your audience. When sending an e-mail, always double-check to whom the e-mail is addressed, especially when using the "reply to all" button. Ask whether it is appropriate for each addressee to receive the e-

mail and whether sending the e-mail to a particular addressee will result in the unauthorized disclosure of Confidential Information. If in doubt, remove the doubted addressee.

- Avoid using a home or personal computer for business purposes. When working remotely, use only District-provided devices, unless you have received the written approval from (specify, e.g., Technology Coordinator, Office Manager, etc.).

The District, as part of its technology security roll-out, has initiated phishing training which is ongoing. All employees shall receive such training as part of their onboarding process. From time-to-time, and as part of this training, employees will receive a "test" e-mail that may contain a phishing link. The District's expectations are that if an employee clicks on the link contained in this phishing exercise, they will be required to immediately report this to the District Manager. Failure to report this may be grounds for disciplinary action, up to and including termination.

Further, if any employee becomes aware that their District equipment has been compromised through malware or other action, such as by clicking on or opening an email, clicking on or opening a suspicious website or link, etc., it is the employee's responsibility to bring this to the immediate attention of the District Manager. An employee who fails to do so may be subject to disciplinary action, up to and including termination.

The District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the District's Technology Resources may be conducted without warning at any time.

6.7 District Property; Confidential and Personal Information

The security of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times.

"Confidential Information" means all information, not generally known, belonging to, or otherwise relating to the business of the District or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. Confidential Information includes but is not limited to trade secrets as well as other proprietary knowledge, information, and know-how; non-public intellectual property rights, including business plans and strategies; manufacturing techniques; formulae; processes; designs; drawings; discoveries; improvements; ideas; conceptions; test data; compilations

of data; and developments, whether or not patentable and whether or not copyrightable.

“Personal Identification Information” includes individually identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the District regarding an individual’s personal identity. There are laws in the United States and other countries that protect certain types of Personal Identification Information, and employees should not disclose such protected Personal Identification Information that has been acquired and retained by the District about other individuals to any third party or from one country to another without prior managerial approval.

Given the nature of the District’s business, protecting Confidential Information and Personal Identification Information is of vital concern to the District. This information is one of the District’s most important assets. It enhances the District’s opportunities for future growth, and indirectly adds to the job security of all employees. Failure to take reasonable measures to protect the District’s Confidential Information may jeopardize its status as a trade secret. While employed by the District, employees must not use or disclose any Confidential Information or Personal Identification Information that they produce or obtain during employment with the District, except to the extent such use or disclosure is required in connection with performing their jobs. Employees may not use or disclose Confidential Information or Personal Identification Information for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of Confidential Information or Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability.

Nothing in this Guideline limits any rights an employee may have to discuss terms, wages, and working conditions of employment, or disclose information about sexual harassment or other unlawful acts in the workplace, as protected by applicable law. Employees are permitted to disclose Confidential Information that they are required to disclose pursuant to judicial order or other legal mandate. Should such a circumstance arise, the employee agrees to give the District prompt notice, prior to the deadline of the disclosure requirement, and to fully cooperate with any efforts by the District to obtain and comply with any protective order imposed on such disclosure.

Upon separation of employment, whether voluntary or involuntary, all tangible and intangible District property must be returned to the District immediately. This includes documents, materials, data files, and records of any kind, including any that contain Confidential Information or Personal Information, and any copies thereof. Also, the terminating employee must immediately notify the District if the employee has Confidential Information or Personal Information stored in the employee’s personal computer, or in a mobile, cloud, or other storage medium, and work with the District to identify all such Information and its location, and help

ensure it is retrieved and/or permanently deleted by the District (or the District's designated agent).

6.8 Outside Employment

Full-time District employees shall not engage in any outside employment, activity, or private enterprise where it would create a conflict or adversely affect the performance of the employee's regular duties and responsibilities, or create a conflict with their duty of loyalty to the District, or which casts discredit upon or creates embarrassment for the District. An employee with intentions to engage in outside employment must have prior written approval from the General Manager. Employees that have been granted permission to engage in outside employment cannot use District resources, including time or equipment, to perform their outside employment. Approval for continued outside employment shall be re-evaluated by the employee's Supervisor and/or the General Manager on an annual basis.

6.9 Drug and Alcohol Policy

The District will be firm in identifying and disciplining those employees who use, possess, or distribute illegal drugs or alcohol in violation of District policies. The District has a significant interest in ensuring the health and safety of its employees. In addition, the District has an obligation to ensure that its employees do not present a safety risk at work, or to the efficient performance of the employee's duties. The use of drugs, alcohol, or any other substance which alters an employee's behavior affects an employee's ability to perform his or her duties safely and effectively, and increase the potential for accidents, absenteeism, and substandard performance, cause poor employee morale, and can damage the District's reputation.

At no time shall any employee be under the influence of any controlled drug or alcohol while on the job, including but not limited to marijuana (with, or without, prescription).

PLEASE NOTE: Despite Proposition 64's legalization of marijuana under California law, the District still considers it a prohibited drug for purposes of this policy as it remains illegal under Federal law. Being under the influence of marijuana, at any level of intoxication, is prohibited. No level of cannabinoids in an employee's system is acceptable. Use, possession, purchase, sale, or distribution of marijuana are grounds for discipline, mostly likely termination. Employee use of marijuana is not excused even when used as "medical marijuana."

Definitions. For the purposes of this policy, the following terms shall have the following meanings:

A. "Alcohol" means any alcoholic beverage as defined in California Business and Professions Code Sections 23000, et seq.

B. “Drug” means any drug, including but not limited to illegal drugs, prescription medications, and/or over-the-counter medications.

C. “Illegal Drug” means any substance, drug, narcotic, or immediate precursor which may subject an individual to criminal penalties, or a legal drug which has not been legally obtained or is being used in a manner for which it was not prescribed or intended. Because marijuana is regulated on the federal level, it is considered an “Illegal Drug” under this policy, whether obtained legally under state law or not.

D. “Legal Drug” means any “over-the-counter” drug or prescription drug which has been legally obtained and is being used in a manner, combination and quantity for which it was manufactured, prescribed, or intended.

E. “Reasonable Suspicion” is defined as a good faith belief, based on articulated facts or evidence that a person may be under the influence of alcohol or drugs.

F. “On Duty” means the span of time between the time the employee reports for work through the time an employee’s period of work ends. It also includes any time an employee is on standby duty. Standby duty includes any time during which a District employee is on notice that he or she may be called to duty.

G. “Safety Sensitive Position” means a position that has job duties that may put the employee or others at risk of irremediable consequences if performed under the influence. Irremediable consequences result when an employee, due to the use of drugs or alcohol, is not able to rectify his or her mistake, and the co-workers of the employee have no opportunity to intervene, before harm occurs. A safety sensitive position would include, but not be limited to, those positions that as a normal course of business require District employees to operate vehicles, equipment, tools, and/or other devices or machinery that may cause bodily harm to themselves or other individuals.

H. “Under the influence” means that a drug or alcohol is present in the employee’s system in any detectable amount that may impair the employee’s ability to work safely and efficiently.

Prohibitions. The following conduct is prohibited and may result in discipline, up to and including termination:

1. Using or possessing alcohol or other controlled substances while on duty.

2. Reporting for duty or remaining on duty when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee’s ability to safely operate a vehicle or otherwise perform the employee’s job.

3. Reporting for duty or remaining on duty if the employee tests as having a blood alcohol concentration of 0.04 or greater.

4. The use or being under the influence of any legally obtained drug by an employee while performing District business, while on District property, is prohibited to the extent that such use or influence may affect the safety of the employee, co-workers, the employee's job performance; or the safe or efficient operation of District business. An employee shall notify his or her supervisor if the employee is using a legal drug which may impair the employee's ability to perform work safely and efficiently. The employee will not be required to disclose the type of drug or the reason for taking the drug, but the employee may be required to provide verification from his or her doctor or physician that he or she may continue working safely and efficiently while taking the drug. If the employee's doctor or physician cannot verify that the employee can work safely and efficiently while taking the drug, the employee may be placed in an alternative position, if available, or on a leave of absence until the employee is no longer taking the drug in question.

5. The use, being under the influence, manufacture, distribution, purchase, transfer, or possession of an illegal drug by an employee while on duty, on standby duty or while on District property is strictly prohibited. A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines. Marijuana, whether or not obtained legally under state law, is federally regulated and is therefore considered an "illegal drug" under this policy; there is no allowable level of influence for marijuana.

6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances (including, but not limited to, marijuana, whether prescribed or not).

7. Refusing to submit to any alcohol or controlled substances test required by this Policy. An employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04 or greater on a blood alcohol test or tested positively on a controlled substances test. A "refusal to submit" to an alcohol or controlled substances test required by this policy includes, but is not limited to:

    - A refusal to provide a urine sample for a drug test;

- An inability to provide a urine sample without a valid medical explanation;

- A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;

- An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;

- Tampering with or attempting to adulterate the urine specimen or collection procedure;

- Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;

- Leaving the scene of an accident without a valid authorization.

Please note: The District reserves the right to search all places under the common control of the District and employees and to enlist the assistance of law enforcement personnel in connection with the enforcement of this policy.

6.9.1 Alcohol and Drug Testing

An applicant for a safety sensitive position with the District shall be required to participate in and successfully complete a drug screening as part of their pre-employment medical examination. Any offer of employment will be conditioned upon compliance with this policy. Failure or inability to successfully complete the drug screening process will constitute disqualification of the applicant for the position. The applicant will be requested to execute a consent form which includes a waiver and release. Refusal to do so will terminate consideration of the applicant for employment. A prior failed drug screening is grounds for denial of future employment applications. Applications received within one year of a failed drug screen will not be considered.

1. Reasonable Suspicion Testing.

All employees may be required to submit to an alcohol or drug test if a supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances. Reasonable suspicion alcohol and drug testing will generally be administered within two hours of the observation. If not, the supervisor should provide written documentation as to why the test was not promptly conducted.

The District may require a blood test, urinalysis, or other drug and/or alcohol test of employees reasonably suspected of using or being under the influence of a drug or alcohol when on duty or on District property. The type of test to be performed shall be determined by the medical facility, laboratory or collection facility

conducting the test. An employee's consent to submit to such a test is required as a condition of the employee's continued employment, and the employee's refusal to consent will be considered insubordination and may result in disciplinary action, up to and including termination of employment, for even a first refusal or any subsequent refusal.

Only the Human Resources Department or other designated individuals who have specific training with respect to recognizing potential substance abuse will have the authority to request a drug or alcohol test based on reasonable suspicion. Employees must report any perceived violation of this policy to their supervisors or Human Resources for further assessment. The Human Resources Department Head or other designated individuals (as applicable) requesting an employee to submit to a drug or alcohol test based on a reasonable suspicion must document in writing the facts constituting reasonable suspicion that the employee in question is using or under the influence of drugs or alcohol.

Employees reasonably believed to be under the influence of drugs or alcohol shall not be permitted to engage in further work. In addition, such employees shall not depart from their assigned work place without supervision. If it is reasonably suspected that an employee is under the influence of illegal drugs or alcohol, or if it is suspected the employee is being impaired from the use of a legal drug, the District shall arrange for transportation from the assigned work place to a testing center and/or the employee's residence, as is deemed appropriate.

Any employee who has drugs or alcohol in his or her system that exceed the standards established by the Department of Transportation at the time a drug and alcohol test is performed based upon a reasonable suspicion shall be subject to disciplinary action, up to and including termination.

2. Department of Transportation and Other Federally Mandated Testing

The District will institute and comply with any drug and alcohol testing program mandated by state and federal law, including the Drug-free Workplace Act and the U.S. Department of Transportation's testing requirements.

3. Random Drug and Alcohol Testing of Employees in Safety Sensitive Positions

For those employees in safety sensitive positions, the District may require a blood test, urinalysis, or other drug and/or alcohol test on a random basis. The type of test to be performed shall be determined by the medical facility, laboratory or collection facility conducting the test. Excluded from the random testing under this policy will be those employees who are subject to the DOT testing regulations. The random testing under this policy will be implemented using an independent third party administrator who will follow a random selection pattern and testing procedures similar to those used under the DOT testing regulations.

4. Drug Testing in the Event of an Accident

Employees will be required to undergo alcohol and drug testing if they are involved in an accident with District equipment that results in damage or injury occur, so long as there is reasonable suspicion of possession or intoxication. This includes all employees who are on duty operating the equipment and any others whose performance could have contributed to the accident. This is in order to ensure the safety and health of all District employees.

Following an accident where an employee is to be tested, the employee will be tested as soon as practicable (generally within two hours but not to exceed eight hours). Any employee who leaves the scene of the accident without appropriate authorization prior to submission to a drug and alcohol test will be considered to have refused the test and may be subject to termination of employment.

5. Procedures Used in All Testing

- Prior to any testing, an applicant or employee will be required to sign a consent and release form allowing the District to conduct or order the testing and receive the test results. The signing of a consent and release form is a condition of employment. An employee's refusal to sign a consent and release may be considered insubordination and will subject the employee to disciplinary action, up to and including termination of employment. An applicant's refusal to sign a consent and release form will result in withdrawal of an offer of employment.

- The drug or alcohol testing will be conducted in such a manner as to reasonably provide the applicant or employee privacy.

- The test results will be kept on a need-to-know basis by the District. However, the District reserves the right to submit the test results as evidence in any legal or administrative action, including an action challenging disciplinary action taken by the District against the employee in question. A copy of the test results will be provided to the employee in question upon request.

- A portion of the biological sample taken in the drug or alcohol test will be provided to the employee or applicant, upon request, so that he or she may have the sample independently analyzed at his or her own expense.

- Biological samples taken in the drug or alcohol test will not be used for anything other than an analysis for drug or alcohol content.

- The District shall use specimen collection sites and laboratories certified for drug and alcohol testing by the U. S. Department of Health and Human Services.

- Testing of current employees will be conducted when the employee is in an on duty status.

- If an employee is tested for substance abuse and the test results are positive for drugs and/or alcohol, or if an employee admits to using drugs or alcohol that has affected their job performance, it is left to the District's management and Human Resource Department's discretion as to whether the employee shall be immediately terminated from their employment, or if they will be offered the opportunity to participate in a rehabilitation program which may be covered under the District's medical insurance coverage. If the employee is allowed to remain in the employment of the District and they elect to participate in a rehabilitation program, reinstatement to their position will be permitted only if the program was completed and they receive affirmation of their successful completion from the program provider. Before returning to work the employee must submit the results of a new drug and alcohol test which shows an absence of substances for which the test was originally given or any other substance which would be considered illegal and which would cause impairment. This test will be performed at the same testing facility used by the District, or approved in advance by the District. Further, if an employee elects to participate in a rehabilitation program, they may be eligible to use their leave time, or request a leave of absence in order to enter into the program for a period of time to be determined prior to admittance into the program, not to exceed 30 days.

- Unless otherwise required by law, an employee will not be guaranteed reinstatement to the position they held at the time they were tested positively for drugs; following the successful completion of a rehabilitation program, reinstatement and the terms and conditions under which reinstatement will occur will be determined on a case-by-case basis, with the final determination made by the General Manager. The terms and conditions for continued employment or reinstatement shall be contained in a written agreement.

6. Legal Drugs

An employee shall notify the District in writing of any legal drug (not including marijuana, whether obtained legally pursuant to state law or not) in his or her system which may show up as a positive result in a drug or alcohol test, prior to taking the test. (The employee will not be required to disclose the type of drug or the reason for taking the drug, but the employee may be required to provide verification from a doctor or physician that the employee's use of the drug is indeed legal and that he or she may continue working safely and efficiently while taking the drug.)

6.9.2 Consequences of Failing an Alcohol or Drug Test.

A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination, even for a first offense. The District also reserves the right to discipline or terminate an employee convicted of an offense which involves

the use, distribution, or possession of illegal drugs. If an employee is not terminated, the employee:

1. Must be removed from performing any job function and immediately placed in an unpaid status.

2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment for his or her alcohol or drug abuse. The District is not required to pay for this treatment.

3. Shall not be returned to his or her former position until the employee submits to a return to duty controlled substance and/or blood alcohol test (depending on which test the employee failed) which indicates and alcohol concentration level of less than 0.02 or a negative result on a controlled substance test.

4. Will be required to submit to unannounced follow up testing and, possibly other conditions if he or she has been returned to his or her position.

6.9.3 Compliance With State or Federal Law.

At all times, the District will comply with current applicable state or federal law concerning drug and alcohol testing. Issues or inconsistencies that are not addressed in this policy will be determined by referring to state or federal law and regulations governing drug and alcohol testing. The District reserves the right to make changes to this policy at any time, for the purpose of complying with state or federal law or regulation as it exists now or as it may be amended.

6.10 Smoking Prohibitions

Employees are prohibited from smoking in all buildings, structures, facilities, establishments, conference rooms, trailers, meeting areas, hallways, lobbies, storage rooms, shops, garages, bays, shelters, vehicles, job sites, and equipment that are rented, leased, owned, or operated by the District. In conformity with California Government Code section 7597, no smoking shall be allowed within twenty (20) feet of any main entrance, exit, or window of any District building. The term “smoking” as used in this policy includes use of any recreational inhalable product, whether made inhalable by burning, vaporization, or any other means. This policy prohibits use of any cigarettes, e-cigarettes, cigars, pipes, or vaporizer, regardless of the substance being inhaled. Smoking shall also be prohibited within fifty (50) feet of all confined spaces. This policy also prohibits smokeless tobacco or any other recreational product that is intended to be spat during usage.

Smoking is prohibited in District vehicles and equipment. This Policy shall apply to all District employees, associates, visitors, or any riders in District vehicles or equipment.

Smoking is only allowed on District property in areas previously designated and marked as “smoking areas” and only during an employee’s own time, such as during a meal or rest period.

6.11 District Tattoo and Piercing Policy

All employees are subject to the following policy:

The District’s policy regarding tattoos is as follows:

a. No visible tattoos are allowed on the head, face or neck.

b. Any visible tattoo cannot be obscene, sexually explicit, discriminatory as to sex, race, religion, national origin or any protected category; extremist and/or gang-related.

c. Any nonconforming tattoo must be covered with clothing or a bandage while at work or must be removed.

d. If an employee has a question about how the tattoo policy applies to them, the employee should immediately raise the issue with his/her supervisor for consideration and determination.

The District Policy regarding body piercing is as follows:

a. No objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the mouth. The only exception is that an employee may wear two earrings on each ear.

b. Any non-conforming piercing shall be removed while the employee is on duty.

c. If an employee has a question about how the piercing policy applies to them, the employee should immediately raise the issue with his/her supervisor for consideration and determination.

6.12 Inspections and Searches

The District believes that maintaining a workplace free of drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and the success of the District’s business. The District also intends to protect against the unauthorized use and removal of District property. In addition, the District intends to ensure its access at all times to District premises and District property, equipment, information, records, documents, and files. Accordingly, the District has established this policy concerning inspections and searches on District premises.

Access. In order to ensure access at all times to District property, and because employees properly in possession of District property or information related to District business may not always be available to produce the property or information when needed in the ordinary course of the District's business, the District reserves the right to conduct a routine inspection or search at any time for District property on District premises. In addition, the District reserves the right to access, at any time, information and communications stored in District computer files, on District computer drives, in employee voicemail boxes, and in electronic-mail systems.

Inspections. Inspections or searches for prohibited materials in or on District premises also will be conducted whenever the District has reasonable suspicion to believe that a particular employee or group of employees may be in possession of materials in violation of this policy. Inspections or searches for prohibited materials may be conducted by an independent security service or by District personnel. Inspections or searches for prohibited materials may be conducted from time to time even when there is no immediate reason to suspect the presence of the materials. In such cases, the District may announce the inspection in advance, except for inspections or searches conducted at locations where employees enter or exit District premises. Inspections or searches for prohibited materials may include an employee's office, desk, file cabinet, closet, computer, or similar places where employees may place personal possessions or information, whether or not the places are locked or password protected. Inspections or searches for prohibited materials also may include an employee's locker, or an employee's pockets, purse, briefcase, lunch box, or other item of personal property worn or carried by the employee while on District premises.

No Reasonable Expectation of Privacy. Routine searches or inspections for District property may include an employee's office, desk, file cabinet, closet, computer files, voice mail, electronic mail, or similar places where employees may store District property or District-related information, whether or not the places are locked or protected by access codes or passwords. Because even a routine search for District property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property they do not wish to reveal to the District.

6.13 Workplace Violence Policy

The District recognizes that workplace violence is a concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, customers, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, the District seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within the Human Resources Department for responding to any situation that presents the possibility of violence.

Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the worksite, ranging from threats and verbal abuse to physical assaults and even homicide, that can affect and involve employees, clients, customers and visitors. If any employee observes or becomes aware of any of any workplace violence related actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Accounting/Human Resources Manager or General Manager immediately. Further, employees should notify the Accounting/Human Resources Manager or General Manager if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

If the District determines that workplace violence in violation of this policy has occurred, the District will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the District will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

6.14 Health & Safety

The District is committed to providing a safe and healthy workplace. The safety of every employee is a fundamental consideration for the District, and all reasonable precautions will be taken to protect employees from injury. In order to promote safety in the workplace, the District expects employees to conduct business and perform their duties in a safety-conscious manner at all times. All work areas must be kept clean, and free of clutter and debris. The District also expects all employees to refrain from horseplay and careless behavior in the workplace. Any

hazards or potentially dangerous conditions must be corrected promptly and/or reported to a supervisor.

Under California law, in the event of an emergency condition, the District will not take or threaten adverse action against any employee for refusing to report to, or leaving, a workplace because the employee has a "reasonable belief that the workplace is unsafe." The law requires employees to, "when feasible," notify employers in advance of the emergency condition that requires they either leave the workplace or refuse to report to work. If it's not feasible, then the employee must notify the employer as soon as possible.

"Emergency Condition" for purposes of this policy, is defined as conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act. And, an order to evacuate a workplace, worksite, worker's home, or the school of a worker's child due to natural disaster or a criminal act.

"A reasonable belief" for purposes of this policy, is defined as the workplace or worksite is unsafe" means that a reasonable person, under the circumstances known to the employee at the time, would conclude there is a real danger of death or serious injury if that person enters or remains on the premises. The existence of any health and safety regulations specific to the emergency condition and an employer's compliance or noncompliance with those regulations shall be a relevant factor if this information is known to the employee at the time of the emergency condition or the employee received training on the health and safety regulations mandated by law specific to the emergency condition.

6.15 Accident Reporting

If you are involved in an accident or sustain (or witness) an occupational injury, you must report the matter to your supervisor or to Human Resources promptly. Any potentially unsafe working condition, unsafe action on the part of any employee, hazardous condition, or other safety concern should be brought to the immediate attention of Human Resources. The District complies with all applicable health and safety regulations, including the establishment of an Injury and Illness Prevention Program. Please see Human Resources to review the Injury and Illness Prevention Program, or if you have any other questions.

SECTION 7. DISCIPLINE

7.1.1 Types of Disciplinary Action

In most cases, the District will attempt to follow a progressive discipline model when it comes to issuing corrective action to District employees. However, this may not be possible in all instances. The District may bypass progressive discipline when, in its discretion, it believes the facts warrant or when any one such instance is so severe that it warrants more serious disciplinary action. Evaluation, coaching instructions, performance improvement plans, lateral transfers, paid administrative leave, and reductions in force for business reasons do not constitute discipline. The following are the typical forms of discipline utilized at the District:

a. *Oral Warning*. A formal discussion with an employee, usually by the employee's immediate supervisor, about performance or conduct problems, the need for the employee to improve and what specific improvement is expected. Supervisor shall make a written record of the warning which will be maintained in the employee's personnel file.

b. *Written Reprimand*. A formal written notice to the employee regarding performance or conduct problems, the need for the employee to improve, and what specific improvement is expected. The written reprimand goes in the employee's personnel file. The employee may respond in writing to the written reprimand within fourteen (14) days. The response will be placed in the personnel file with the written reprimand.

c. *Suspension*. Removal of an employee from duty without pay for a specified period.

d. *Reduction in Pay*. A reduction in pay from the employee's current step within a pay range to a lower step within that same pay range.

e. *Demotion*. A reduction in status and salary from one classification to another classification having a lower salary range.

f. *Dismissal or Discharge*. Separation from employment of an employee for cause.

7.1.2 Grounds for Disciplinary Action Involving Full-Time Permanent Employees

Grounds for Discipline include, but are not limited to, the following:

a. Fraud in securing employment or making a false statement on an application for employment.

b. Incompetency, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.

c. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his/her position.

d. Willful disobedience or insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position or insulting or demeaning a supervisor or manager.

e. Dishonesty involving employment.

f. Unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol while on duty, or on District property, or at any District building or facility. Reporting to work under the influence of alcohol or any controlled substance or any prescription medication for which the employee does not possess a valid prescription, or becoming so influenced while on duty.

g. Refusal to submit to drug and alcohol screening when directed to do so by District Management pursuant to the District's Drug-Free Workplace Policy. Testing positive upon a confirming test for the presence of a controlled substance or alcohol pursuant to the District's Drug-Free Workplace Policy.

h. Excessive absenteeism.

i. Inexcusable absence without leave.

j. Abuse or misuse of sick leave, i.e.

k. The conviction of either a misdemeanor or a felony related to the position held may constitute grounds for dismissal of any employee. The record of conviction will be conclusive evidence of the fact that the conviction occurred. The General Manager may inquire into the circumstances surrounding the commission of the crime in order to support the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.

l. Discourteous treatment of the public or other employees.

m. Improper or unauthorized use of agency property.

n. Refusal to subscribe to any oath or affirmation which is required by law in connection with agency employment.

o. Any willful act or conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the agency, the employee's department or division.

p. Inattention to duty or negligence in the care and handling of District property.

q. Violation of the rules and regulations of any department.

r. Outside employment that interferes with the employee's ability to perform their job for the District.

s. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.

t. Falsifying work records or the practice of fraud of any type.

u. Leaving the job during duty hours without approval from supervisor.

v. Becoming uninsurable by standards of the District's automobile insurance carrier for any reason.

w. Sleeping on the job or habitually reporting to work later than the assigned hour, after having been duly warned.

x. Willful violation of any of the provisions of an ordinance, resolution, rule, regulation or policy prescribed by the District.

y. Working overtime without authorization.

z. Possession of weapons on agency property unless authorized.

aa. The receipt or placement of non-emergency personal telephone calls during working hours, text messaging, or personal e-mails.

bb. Failure to report immediately, an accident or injury to the immediate supervisor.

cc. Failure to report immediately – breakdowns, improper or unsafe operation of equipment or facilities.

dd. Entering into contracts in the name of the District which have not been authorized.

ee. Willfully violating the District's cyber security protocols.

7.1.3 Procedures for Taking Disciplinary Action

a. *Disciplinary Actions Not Subject to Notice and Hearing Procedures*. The following disciplinary actions may be taken against any regular employee by the General Manager, or such management personnel as he may designate, without notice or hearing procedures:

1. Reprimand, which may be oral or in writing or both.

2. Suspension for up to three (3) shifts without pay.

3. Any discipline related to a District employee whose employment is "at will."

b. *Disciplinary Actions Subject to Notice and Hearing Procedures*. Upon compliance with the procedures set forth herein, satisfying the so-called Skelly rights, the following disciplinary actions may be taken against a regular full-time employee by the General Manager:

1. Suspension of four (4) or more shifts without pay: An ordered interruption of duties for four (4) or more shifts without pay.

2. Salary reduction: A reduction in pay from the employee's current step within a pay range to any lower step within the same range, as such range is recorded in the District's current salary schedule.

3. Demotion: A reduction from a position in one class to a position in another class having a lower salary range for disciplinary purposes.

4. Dismissal or Termination: Discharge from District service for cause.

These disciplinary actions are subject to the notice and hearing rights as set forth below but are not subject to the District's grievance procedures.

c. *Disciplinary Notice and Hearing Procedures*. The following provides the procedures for notice of discipline, hearing, and appeal, where such procedures are required. See Section 7.1.3(b).

1. *Notice of the Proposed Action*. Prior to imposing discipline, the District shall deliver to the employee a written notice of its intention to discipline the employee. Such notice shall be personally served on the employee or sent by mail to the employee's place of residence as last shown on the records of the District. The notice shall be served on or mailed not less than seven (7) calendar days prior to the effective date of the proposed disciplinary action and shall contain the following:

i. The type of Discipline proposed and the effective date thereof.

ii. The charges upon which such action has been proposed and the reasons why such action is being taken.

iii. If such charges are based in whole or in part, upon documents or materials, the notice shall inform the employee

of this fact, and shall inform the employee as to the location of such documents or materials. If available and subject to duplication, copies of such documents and materials shall be furnished to the employee with the notice.

iv. A time and date by which the employee may respond to the charges, orally or in writing, which date shall not be less than seven calendar days after the notice is served on or mailed to the employee, whichever occurs first.

d. *Response of Employee*. The employee shall have the right to respond either orally, by Skelly conference, or in writing no later than the time and date provided in the notice to the employee. The time for response may be extended by the General Manager for a reasonable period if the General Manager determines it to be necessary to provide the employee with a fair opportunity to answer the charges made. Written responses shall be delivered to the General Manager within the time allowed to respond or said right shall be waived. If the employee desires to make an oral response, the employee shall give written notice to the General Manager of this fact at least two (2) calendar days before the time and date stated in the notice for the expiration of the time to respond. Failure of the employee to give such notice shall constitute a waiver by the employee of any right to present an oral response.

e. *Determination by General Manager*. Upon expiration of the period of time set forth in the District's notice to the employee, the General Manager shall review the matter, including the response of the employee, if any, and shall make a determination as to whether to impose discipline. The General Manager shall notify the employee in writing of his determination. Such notice shall be personally served on the employee or shall be sent by registered or certified mail to the employee's place of residence as last shown on the records of the District.

f. *Disqualification of General Manager*. If prior to the time set for consideration of the response, the General Manager has become so involved in the matter as to create an actual bias against the employee which prevents the General Manager from fairly considering the response of the employee, the General Manager shall so advise the Board of Directors' Personnel Committee, which shall thereupon appoint another person to act on behalf of and in the place of the General Manager. However, mere prior knowledge of the factual background of the matter, and an expression of opinion thereon, shall not, in and of itself, disqualify the General Manager.

g. *Appeal of Decision of General Manager*. An employee or former employee dissatisfied with the determination made by the General Manager may appeal the determination to the Board, provided that a written notice of appeal is received by the Board Secretary no later than ten (10) calendar

days after the date of personal service or mailing of the notice of the General Manager's determination, whichever is sooner. This appeal does not allow for a new hearing. The Board shall establish an ad hoc personnel committee ("Personnel Committee") that shall review the record. The appeal is a review of the record and decision of the General Manager. After review, the Ad Hoc Personnel Committee will issue a final decision.

SECTION 8. PERFORMANCE EVALUATION

The District recognizes the importance of on-going communication regarding employee performance. Therefore, employees will be provided analysis and constructive criticism on job performance on a regular basis. The District's goal is to review every employee at least once a year, preferably on his or her anniversary. Supervisors are encouraged also to provide performance improvement plans and interim employee evaluations, at their discretion, whenever such feedback would be advantageous. Evaluations do not entitle employees to salary adjustments though they may be considered when salary adjustments are at issue.

SECTION 9. RIGHT TO AMEND, DELETE OR SUSPEND

These rules and regulations may be amended periodically by adding, deleting, or changing policies as necessary.

The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document. Any changes to this handbook will be distributed in writing to all employees so that employees may be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

Acknowledgement of Receipt of PERSONNEL RULES AND REGULATIONS

Employee Name: _____

I acknowledge that I have received a copy of the Personnel Rules and Regulations, issued by the **Rowland Water District** (the "District") on _____, _____. I have promptly read its contents. I agree to observe and abide by the conditions of employment, policies, and rules contained in this manual. I understand that this manual refers to current benefit plans maintained by the District and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I understand and agree that nothing in the manual creates or is intended to create a promise or representation of continued employment.

I also acknowledge receipt of the District's anti-harassment and discrimination policy set forth in this manual, as well as the District's technology usage and security policy, and I certify that I have read it, understand it, and agree to comply with its terms and conditions.

I understand and acknowledge that these policies may be amended from time-to-time and in the sole discretion of the District.

My signature below certifies that I understand that the foregoing and that I have read and understand the policies in this manual. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment. This manual supersedes all prior agreements, understandings, and representations concerning my employment. I understand that if I have questions regarding the manual that I can discuss with my management team or Human Resources Department.

Signature _____ Date _____

Print Name