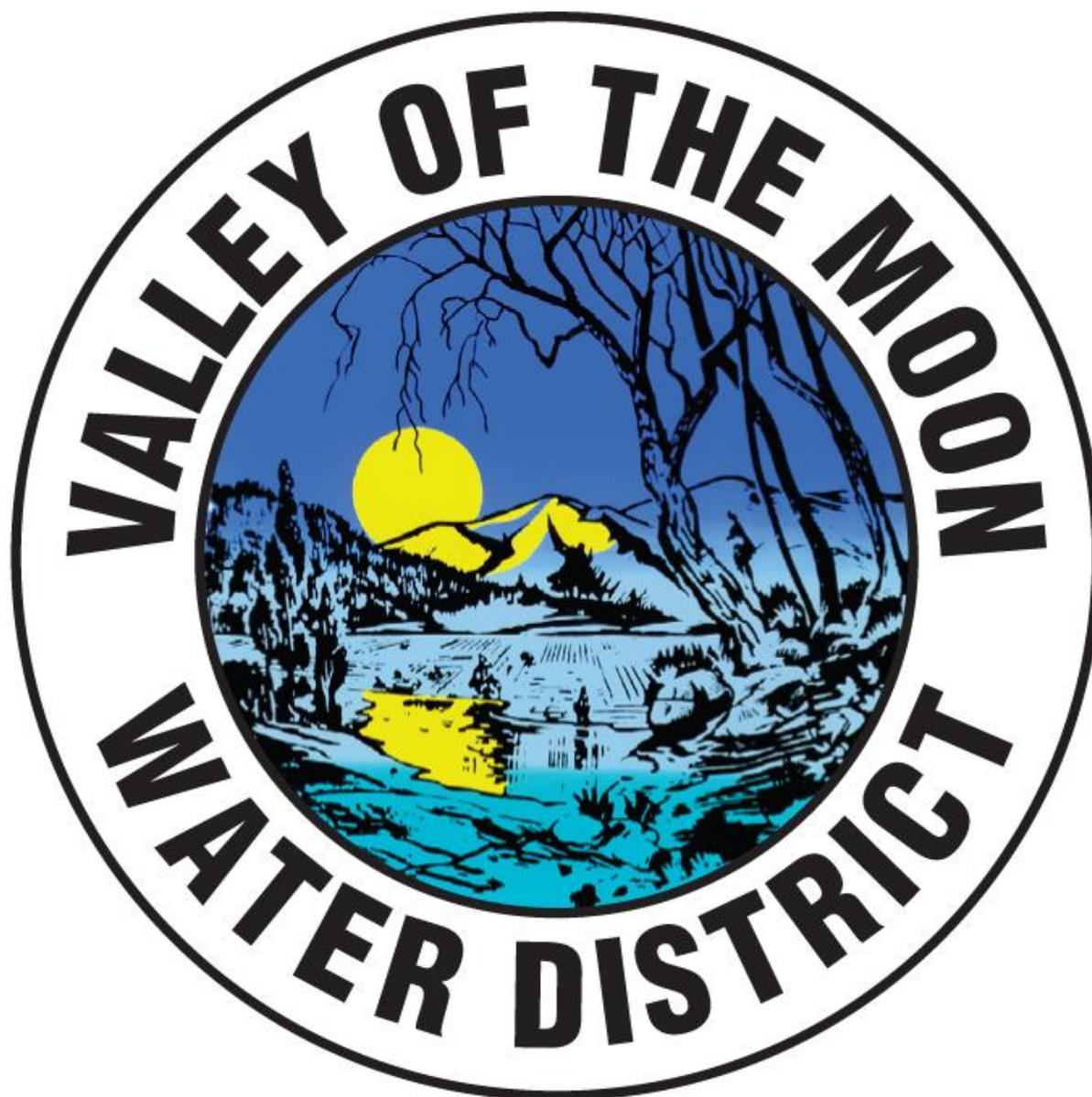


# EMPLOYEE HANDBOOK



2020

# **VALLEY OF THE MOON WATER DISTRICT'S MISSION STATEMENT**

*It is the mission of the Valley of the Moon Water District to provide its customers with reliable, safe water at an equitable price, and to ensure the fiscal and environmental vitality of the District for future generations.*

## **HISTORY OF THE VALLEY OF THE MOON WATER DISTRICT**

The Valley of the Moon Water District encompasses a significant portion of the area known as “The Valley of the Moon.” This well-known phrase supposedly comes from the Native American word “Sonoma.” The City of Sonoma, adjacent to Valley of the Moon Water District, is the oldest town north of the San Francisco Bay and is also the site of the northern-most mission of the 21 California missions. In 1834, the Mexican government sent General Mariano Vallejo to colonize the Sonoma area. In 1836, he was named Commanding General of all Mexican military forces in California, and remained the ruler of lands north of the San Francisco Bay while California was under Mexican rule.

In 1846, while the United States was at war with Mexico, Sonoma and California became officially occupied by the United States. Sonoma was incorporated as a City in 1850 and then unincorporated in 1862 over various boundary disputes. The City was then reincorporated in 1883 after the boundary disputes were settled. Since mid-1880, small unincorporated centers northwest of the City of Sonoma, such as El Verano, Boyes Hot Springs, Agua Caliente and Fetters Hot Springs, were established as spas and resorts around the natural mineral hot springs and were promoted by the railroad companies. These communities are now all within the service area of the Valley of the Moon Water District.

Water service in the Valley of the Moon and City of Sonoma area was originally provided by private water companies, including Sonoma Water and Irrigation District, one of the oldest companies with an incorporation date of 1904. In 1921, a major consolidation of water companies took place when the Sonoma Water and Irrigation District purchased the Sonoma Valley Water, Light and Power District, the Sonoma Vista Water District, and the Sonoma Water Works. The Sonoma Water Works system, which served the area within the City of Sonoma boundaries, was sold to the City of Sonoma in 1933. The Sonoma Water and Irrigation District then purchased the Boyes Hot Springs District and the Agua Caliente Water Works in 1927, the Boyes Springs Park District in 1943, and the Donaghy Water District in 1959.

Another major water District serving this area was established in 1921 by the late N. M. Petersen, Sr. He bought four smaller water companies and combined them as the Mountain Avenue Water System. Acquisitions of other water systems by the Mountain Avenue Water System continued through 1935.

In 1957, the Valley of the Moon Fire District was evaluated by the Pacific Fire Board, which noticed the lack of a dependable water supply source. Subsequent inquiries by Fire District Board Members J. Udvic., Thomas Polidori, and F. Serres revealed that many wells in the area were failing due to drops in the groundwater levels in the Valley. Early attempts to have Sonoma County build an aqueduct from Santa Rosa to the Sonoma Water and Irrigation District failed due to the inability of the latter to deposit a \$25,000 cash bond with the County.

Through the efforts of Mr. Polidori, representing the Valley of the Moon Fire Commission, and Supervisor Mitchell, an election was scheduled for the purpose of organizing a public water district, and

to authorize the issuance of bonds. Proceeds of the bond issue were to be used for the acquisition of the two major private water companies operating in the area, for installation of new mains connecting the distribution systems of the two companies and for providing a tie to the future Sonoma Aqueduct. The special election was held on May 24, 1960, and by a margin of 9 to 1, the voters approved the issuance of bonds and the formation of the Valley of the Moon Water District (the "District") The District's first five-member Board of Directors consisted of the following: Thomas F. Polidori, who served as President; A. L. Ford; Martin Carlson; Oscar M. Larson; and Arnold E. Griewe. The District's first staff included: Wes Hill, General Manager; Alma Loyal, Secretary; Jack Coffey, Legal Advisor; and Richard Thomssen, Auditor.

Acquisition of the Sonoma Water and Irrigation District and the Mountain Avenue Water System was completed in early 1962, and the Valley of the Moon County Water District started management and operation of the systems on June 1, 1962.

As was pointed out in an engineering report prepared at the time of formation of the Valley of the Moon County Water District, additional water supply sources needed to be developed to allow normal growth of the communities served. Accordingly, in 1955, voters in the Sonoma County Water Conservation and Flood Control District approved the issuance of bonds for projects to provide water to different parts of the County. The Sonoma County Water Conservation and Flood Control District, later called the Sonoma County Water Agency, awarded a construction contract for the first of those projects, the Santa Rosa Aqueduct, in 1956. In 1963, the construction of the Sonoma Aqueduct project was completed. This project consisted of a booster pump in Santa Rosa, 17 miles of 16" and 20" diameter pipeline from Santa Rosa through the center of the Valley of the Moon and El Verano to the City of Sonoma, and one 2.5-million gallon tank and two 2-million gallon tanks.

To the north of the service area of the Valley of the Moon County Water District is the community of Glen Ellen. Water distribution in this area dates back to the 1890's when the Chauvet family agreed to supply some of their neighbors with drinking water. Different private parties operated water systems in this area until 1963, when the newly-formed Valley of the Moon County Water District acquired the facilities of the Glen Ellen Water District and annexed its service area.

Until 1979, water districts organized under the California Water Code included the term "County Water District" in their name. In late 1979, state legislators approved a change in the law that allowed such water districts to drop the word "County" from their titles. On January 21, 1980, the Board of Directors of the Valley of the Moon County Water District passed a resolution to change the name to Valley of the Moon Water District. Today, the District is a public agency that provides high-quality drinking water to more than 23,000 people in a 12 square-mile area in the Sonoma Valley.

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## **Section I — Handbook Interpretation and Introduction**

This Employee Handbook is intended to provide you with a general understanding of the human resource policies, benefits and rules of Valley of the Moon Water District (the “District”). It is intended to familiarize you with important information about the District as well as information regarding your own privileges and responsibilities as a District employee. It is important that all employees read, understand, and follow the provisions of the Handbook. Employees who fail to comply with any policy in the Handbook are subject to discipline, up to and including termination.

The Handbook may be revised from time to time by the District, and you will be notified in writing of any substantive amendments, deletions, and/or additions to these policies and procedures. This Handbook supersedes and voids all previous Employee Handbooks, policies and practices which may be inconsistent in any way with that stated herein.

This Handbook works in conjunction with the Memorandum of Understanding (“MOU”), which is provided to all union employees. That is, to the extent any policy in this Handbook is inconsistent with any MOU provision, the terms of the MOU govern for represented employees.

This Handbook cannot anticipate every situation, or answer every question, about employment. You should talk to your supervisor if you have questions or seek clarification.

The District is constantly striving to improve its operations, the services that it provides to customers and its employee relations. You are encouraged to bring suggestions for improvements to the attention of your supervisor or the General Manager.

## Section II — Introduction to Employment

### **A. Open Door Policy**

The District is interested in the happiness and wellbeing of all of its employees. Accordingly, the District promotes an atmosphere in which you can talk freely with management. You are encouraged to discuss with your supervisor, or any District manager, any work-related suggestions or problems so appropriate action may be taken.

### **B. Equal Employment Opportunity**

It is the continuing policy of the District to provide equal employment opportunities for all individuals regardless of race, color, religion (including religious dress and religious grooming practices), creed, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, national origin, ancestry, citizenship, age, mental disability or physical disability, medical condition, genetic information, , military and/or veteran status, marital status, domestic partner status, sexual orientation, or any other basis protected by law.

The District also makes reasonable accommodations as required by law, e.g.: for disabled applicants and employees; for pregnant employees who request an accommodation for pregnancy, childbirth, or related medical conditions; for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices.

All employee decisions, including but not limited to recruitment, hiring, performance appraisal, promotion, training, termination, compensation, or other personnel-related activities are based upon policies and practices that further the principles of equal employment opportunity.

#### **1. Disability Accommodation**

The District makes reasonable accommodation for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, to the extent required by law.

Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact their immediate supervisor or the General Manager and discuss the need for an accommodation. Any supervisor made aware of the need for accommodation will bring it to the attention of HR and the General Manager.

The District will then engage in an interactive process to identify possible accommodations, if any, that will enable the applicant or employee perform the job.

#### **2. Interactive Process**

The interactive process is a timely good faith communication process where management and the individual discuss the accommodation request and possible reasonable accommodation(s). In general, the District initiates an interactive process when: (1) an applicant or employee with a known disability requests a reasonable accommodation, or (2) the District becomes aware of the need for an accommodation through a third party or by observation, or otherwise.

If an accommodation request is made, the District will initiate the interactive process and confer with the individual applicant or employee, as necessary and appropriate, until the interactive process is complete and/or a reasonable accommodation, if any, is determined.

**C. Harassment, Discrimination and Retaliation-Free Work Environment**

Harassment and discrimination in employment on the basis of sex (including pregnancy, childbirth, breastfeeding, or related medical condition), gender, race, color, national origin, ancestry, citizenship, religion, creed, age, physical or mental disability, medical condition, sexual orientation, gender identity or gender expression, military or veteran status, marital status, registered domestic partner status, genetic information, or any other protected basis (collectively the “Protected Characteristics”) is unlawful under federal and state law. Every individual is entitled to work free of discrimination or harassment based on any Protected Characteristic. The law prohibits all employees (including coworkers, supervisors, and managers), as well as third parties with whom the employee comes into contact, from engaging in this impermissible conduct. Accordingly, the District does not tolerate discrimination or harassment in the workplace or in a work-related situation. Unlawful discrimination and harassment violates the District's rules of conduct.

**Unlawful harassment** in employment may take many different forms. Some examples are:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted comments and jokes;
- Visual conduct such as derogatory posters, cartoons, drawings, or gestures;
- Physical conduct such as blocking normal movement, restraining, touching, or otherwise physically interfering with work of another individual;
- Threatening or demanding that an individual submit to certain conduct or to perform certain actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion; and
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

**Sexual harassment** under these laws includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**Internal Complaint Procedure**

Discrimination and harassment in employment are not tolerated. In addition, the District prohibits retaliation for having made a report, and/or otherwise participating in the reporting or investigative process, under this policy. Violation of this policy will result in disciplinary action up to, and including, immediate discharge.

Any individual who believes they are the object of harassment or discrimination on any prohibited basis, or who has observed such harassment or discrimination, or who believes they have been subjected to retaliation, should notify their supervisor, any District manager, or the General Manager. Supervisors who receive a complaint under this policy will report it to the General Manager. The District will conduct a fair, timely, and thorough investigation, and will do so in a confidential manner, to the extent possible. The investigation will be performed by impartial and qualified personnel, and will be appropriately documented. Following the investigation, the District will take such action as is warranted under the circumstances, and will timely close the matter.

### **Agency Complaint Procedure**

Both the state and federal governments have agencies whose purpose is to address unlawful discrimination in the workplace. If an individual who provides services to the District believes they have been harmed by an unlawful practice, and is not satisfied with the District's response to the problem, they may file a written complaint with these agencies. For the State of California, the agency is called the Department of Fair Employment and Housing ("DFEH"). The local address for the DFEH is 2218 Kausen Drive, #100, Elk Grove, California 95758, or [www.dfeh.ca.gov](http://www.dfeh.ca.gov). For the federal government, the agency is called the Equal Employment Opportunity Commission ("EEOC"). The local address for the EEOC is 1301 Clay Street, #1170, Oakland, California 94612, or [www.eeoc.gov](http://www.eeoc.gov).

If, after an investigation and hearing, either of these agencies finds that unlawful discrimination has occurred, the injured employee may, depending on the circumstances, be entitled to reinstatement or promotion, with or without back pay.

### **Retaliation**

Retaliation against any individual for making a report, or for participating in an investigation, under this policy is strictly prohibited. Individuals are protected by law and by District policy from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the DFEH or EEOC, or for otherwise participating in any proceedings conducted by the District under this policy and/or by either of these agencies.

### ***D. Employment of Relatives***

The District's policy is to hire, promote, and transfer employees on the basis of individual merit and to avoid any actual or perceived favoritism or unlawful discrimination in making such decisions.

The District may refuse to hire relatives of present employees if doing so could result in actual or potential problems in supervision, security, safety, or morale, or if doing so could create potential conflicts of interest. For purposes of this policy, the District defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives.

This policy also applies to employees who marry, or who become relatives or develop a personal relationship, while employed. Development of such a relationship while employed may necessitate that one or both of the employees leave employment with the District.

#### **E. New Employees**

New employees are provided an orientation that includes: an initial meeting with your manager; a tour of the local facilities; a meeting with the Administration and Finance Manager to review the benefits, office procedures and employee handbook; training as needed for your position; and a meeting with the General Manager.

##### **1. Anniversary Date of Employment**

Every employee shall have an anniversary date, which is the first day of their active employment with the District.

##### **2. Initial Salary**

New employees are generally be hired at the entry level position and compensation for each classification, unless an appropriate exception is approved by the General Manager.

##### **3. Salary Deductions**

All persons employed by District are hired subject to salary deductions covering Federal Income Tax, State Income Tax, State Disability Insurance, State of California Public Employee's Retirement System, and Social Security/Medicare. Other, voluntary salary deductions may be made at the request of the employee.

##### **4. Probationary Period**

The District recruits carefully with the goal of hiring the best employee for each position. It is in the interest of both the District and the employee to have an initial period of employment in which the new employee has time to appraise the District and job duties, and the District has a similar initial opportunity to evaluate the new employee's job performance.

Thus, each new employee must satisfactorily complete a probationary period of twelve (12) months measured from the initial date of employment. At the successful completion of the twelve (12) month probationary period, and upon written notice by the General Manager confirming same, the probationary employee becomes a regular employee. Becoming a "regular employee" does not affect or alter the at-will status of any employee.

The General Manager has the discretion to extent the probationary period.

###### **a. Benefits during Probationary Period**

All employees are eligible to receive all legally-required benefits (e.g., Social Security, State Disability Insurance, Unemployment Insurance and Workers' Compensation

benefits, paid sick leave, etc.) from their date of hire. Full-time and part-time employees are also eligible to participate in the District's Pension Plan from their date of hire. Full-time employees may participate in the District's health insurance coverage beginning on the first day of the first full month of their employment. For full-time employees only, Group Dental and Vision Care plans will commence on the first day after two complete calendar months of employment. (For example, if employment starts on June 10, coverage would begin on Sept 1). For more on employee benefits, please refer to Section IV or speak to the Administration and Finance Manager.

**b. Termination**

Either the District or the employee may terminate the employment relationship at any time during the probationary period for any reason or no reason, with or without cause, and with or without advance notice.

**5. Initial Work Plan**

As part of the hiring process, your manager will generally create an initial work plan for newly-hired employees within the first thirty (30) days on the job. This work plan will provide expectations, goals, and objectives to be completed according to timelines set for a particular position. All tasks required by the work plan must be completed satisfactorily as part of the twelve (12) month probationary period.

**F. Employee Classifications**

District employees are classified into one of the following categories.

**1. Full-Time Regular Employee**

Defined as employees who have successfully completed their initial probationary period, and are assigned a regular work schedule of more than thirty (30) hours per week.

**2. Part-Time Regular Employee**

Defined as employees who have successfully completed their initial probationary period, and are assigned a regular work schedule of at least twenty, but fewer than thirty (30) hours per week.

**3. Temporary Employees**

Defined as an employee who is hired to perform a specific task or to be employed for a temporary period of time. Temporary employees are limited to six months on the job for full time employment, but in any event, no more than one thousand (1,000) hours or one hundred twenty-five (125) days in a fiscal year.

**4. Probationary Employee**

Defined as an employee who is in their first 12 months of employment, or in their initial probationary period. (See Probationary Period policy, above.)

In addition, employees are also classified as either Non-Exempt/Hourly and Exempt/Salaried.

**a. Non-Exempt/Hourly Employee**

Defined as an employee who is paid wages for each hour of work performed and who is eligible to receive overtime pay according to federal law.

**b. Exempt/Salaried Employee**

Defined as an executive/management/professional employee who is paid on a salary basis for all work performed, and who is not eligible for overtime pay. Exempt personnel are expected to work those hours necessary to complete their duties and responsibilities.

**G. Promotions**

It is the District's intent to promote from within when possible. It is in the District's best interests to fill all positions with the best qualified individual, however. When job opportunities occur within the organization, promotions and transfer decisions are based on an employee's qualifications and work performance.

**H. Work Schedule**

Non-exempt employees generally work a 9/80 schedule, with alternate Fridays off. The District reserves the right to terminate this alternate work schedule based on operational needs.

If changes in your work schedule are required or desired, your manager will notify you or respond to your change request at the earliest opportunity. You may be required to work overtime or hours other than those normally scheduled. It is the District's intent to allow you maximum flexibility in scheduling your time while still meeting the needs of the organization.

**I. Overtime**

Due to varying workloads and cycles throughout the year, your manager may ask you to work beyond your normal shift. For non-exempt employees, overtime is any time worked in excess of forty (40) hours per work week. Any paid time off work (e.g., vacation, holiday, paid sick time) does not count as hours worked for purposes of overtime for non-represented employees.

Overtime is compensated at the rate of one and one-half (1½) times the regular rate of pay.

No employee is permitted to work overtime unless the work is authorized by the District. Generally, overtime work is not authorized except in cases of emergency or when public necessity so requires it.

Employees are required to report any overtime work to the District on their time record.

**J. Compensatory Time Off**

Any non-exempt employee required to work overtime may elect to receive compensatory time off (CTO) in lieu of overtime compensation. To make such an election, the non-exempt employee must voluntarily elect CTO in writing, and in advance of performing the overtime work.

Non-exempt employees may accrue up to a maximum of 40 CTO hours at any time. CTO is provided at a minimum of 1.5 hours of paid time off for each overtime hour worked.

**K. *On Call Duty/Call Back***

An employee required to be “on call” shall be paid the on-call rate of \$5.00 for each hour “on call” in addition to compensation at the employee’s regular hourly pay for any work actually performed while “on call.” Any employee who is “called back” shall be paid their regular hourly rate, or the overtime rate, if applicable, for the time they are “called back.”

**L. *Attendance***

The District relies on its employees to help fulfill its Mission Statement consistently “to provide its customers with reliable, safe water at an equitable price, and to ensure the fiscal and environmental vitality of the District for future generations.” Good attendance is essential to meeting these objectives and is an indicator of effective employee performance.

It is recognized that employees may need occasional absences for illness or personal matters, but recurring and excessive absences and/or tardiness adversely affects productivity, morale, work flow and service, and directly impacts the District’s ability to meet its challenging goals.

The District intends to maintain a positive environment that supports its mission while recognizing individual needs and circumstances. If attendance issues arise, please speak with your manager who can discuss the impact of your attendance on the District’s goals and your individual performance.

If your absences or tardiness is excessive, or otherwise impacting District operations, you may be subject to corrective action, at the discretion of the District, to make you aware of problem and/or to create an action plan to resolve issues.

Employees who fail to report to work for three consecutive workdays without notice or approval by the manager may be deemed to have abandoned their job, and as a result, may be subject to termination.

**M. *Lunch and Rest Periods***

Non-exempt employees working a minimum eight (8) hour workday are encouraged to take two fifteen-minute paid breaks per workday, one in the morning and one in the afternoon. Employees working more than four (4) hours, but fewer than six hours in a workday, are entitled to a one fifteen (15) minute work break. Work breaks should be taken as scheduled by the supervisor and cannot be used to offset early departure, to extend a lunch period, or other such unauthorized use.

Employees working at least eight hours in the workday are expected to take a minimum of thirty minutes for an unpaid duty-free lunch break each day.

**N. *Lactation Accommodation Policy***

The District provides a reasonable amount of break time to accommodate an employee’s need to express breast milk for the employee’s infant child. The District makes reasonable efforts to provide the employee with the use of a room or other location in close proximity to the employee’s work area for the employee to express milk in private. Such space will meet legal requirements, including

a surface on which to place a breast pump and personal items, a place to sit, access to electricity, and a nearby sink with running water and a refrigerator for storing breast milk.

An employee may request an accommodation for lactation breaks by submitting a request to the Administration and Finance Manager. The District will confirm the request in writing and indicate the parameters of the approved accommodation.

The requested break time should, if possible, be taken concurrently with other scheduled break periods. Non-exempt employees must clock out for any lactation breaks that do not run concurrently with normally-scheduled paid rest periods. Any such additional breaks will be unpaid.

***O. Performance Evaluations***

The District maintains a policy of evaluating your job performance, generally on an annual basis, as a means of measuring the efficiency and effectiveness of operations and providing you with meaningful information about your work. Effective performance appraisals also aid in making personnel decisions related to such areas as training, merit pay increases, promotion, job assignments, retention, and long-range planning. The process is intended to be participatory in nature, involving you and your manager.

The process is designed to be as objective as possible, focusing on overall performance in relation to job responsibilities. Performance evaluations also take into account other factors, including but not limited to: conduct, demeanor, and attendance.

In addition to annual reviews, special written performance appraisals may be conducted by your manager at any time to advise you of the existence of particular performance or disciplinary problems.

***P. Updates and Access to Personnel Records***

It is important that District personnel files contain current information regarding each employee. You must inform the Administration and Finance Manager as soon as possible in writing or via email whenever there are changes in your personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency.

You have the right to inspect the personnel file maintained on you by the District at reasonable times on reasonable written notice to the Administration and Finance Manager. A personnel records request and authorization form is available in the office of the Administration and Finance manager.

You may also obtain copies of document in your personnel file to the extent required by law.

Employee files are confidential property of the District. Access to employee files is limited only to District employees with a “need to know.”

***Q. At-Will Employment***

All non-union personnel of the District are employed on an at-will basis. Employment at-will may be terminated for any reason or no reason, with or without cause and with or without advance notice, at any time, by the employee or the District. Nothing in this Handbook limits the right to terminate at-will employment. No manager, supervisor or employee of the District, other than the General

Manager, has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the General Manager has the authority to make any such agreement, which is binding only if it is in writing and signed by the GM.

## Section III — Payroll Administration

### **A. Time Sheets**

Non-exempt employees are required to keep an accurate record of their time on the forms provided by the District. The use of time sheets assures proper cost accounting. Employees must submit signed time sheets on a weekly basis to the supervisor. The time sheet should be completed in a neat and orderly manner (so that all entries are easily read) and must be submitted to the immediate supervisor by the end of the employee's work week.

Vacation, sick, and holiday time, and any other non-work time, must be entered on the time sheet and on the absence form.

Exempt employees are generally expected to work during District business hours, and must track only their use of accrued paid and/or unpaid time off. Exempt time-off records must be submitted to Payroll.

### **B. Paydays**

Employees of the District are paid bi-weekly, every other Thursday, with the payroll period ending on the previous Friday. Pay checks are generally distributed by noon on the Thursday paydays.

Employees who elect direct deposit will have their pay available on that payday Thursday. If the pay date lands on a holiday, paychecks will be distributed on the closest business day before the holiday.

### **C. Direct Deposit**

Direct deposit of your paycheck is available. To take advantage of this service, you need to complete the "Direct Deposit" form, attach a voided check, and return these items to Payroll.

### **D. Deferred Compensation**

If you wish to make any changes that affect the amount of money you elect to have deducted from your paycheck, it is your responsibility to provide a copy of necessary paperwork to Payroll so that changes can be made to your paycheck.

## Section IV — Employee Benefits

### **A. Introduction**

The District has developed a broad and comprehensive set of employee benefit programs to supplement your regular wages. The District investigates opportunities to improve its benefits package as budget limitations permit.

These employee benefit programs consist of two categories: insured and uninsured. Insured benefits are those that the District pays for through an outside source. Examples of these benefits are Medical, Vision, Dental, Life and Disability insurance.

Examples of uninsured benefits are vacation, sick and holiday pay. These are benefits that are paid for directly by the District and are available to eligible employees according to conditions and specifications summarized in these policies.

### **B. Leaves and Time Off**

#### **1. Paid Time Off Policy**

Eligible employees accrue paid time off in accordance with their employment status and length of service, and under the guidelines stated in this policy. Regular part-time employees' paid time off accrual is pro-rated according to their scheduled work hours. Categories of paid leave are outlined below:

##### **a. Vacation Policy**

The District has established a vacation plan to provide eligible employees with a period of rest and relaxation without loss of pay or benefits. All eligible employees begin accruing vacation benefits on their date of hire.

Under this policy, eligible employees are full-time and part-time employees of the District. Temporary employees are not eligible to accrue paid vacation.

##### **b. Vacation Accrual and Cap:**

Accrual. Full-time employees of the District accrue vacation time of up to a maximum of ten (10) working days per year. For purposes of this policy, a "working day" is defined as an 8-hour day.

Beginning with the employee's fifth anniversary of their hire date, the accrual rate increases to a maximum of fifteen (15) working days per year. On the tenth anniversary of hire date, the employee's maximum annual accrual increases to twenty (20) working days per year. On the twentieth anniversary of hire date and beyond, the employee's accrual increases to a maximum of twenty-five (25) working days per year. Part-time employees accrue vacation on a pro rata basis.

Vacation Cap. Eligible employees are permitted accrue up to a maximum of 2 times their total annual accrual at any time. So, for example, a full-time employee in their third year of service may accrue up to 20 working days (or 160 hours) of paid vacation. Once the employee hits this vacation cap, they will cease to accrue any additional paid vacation until they use sufficient paid vacation time to bring their total accrual below the cap.

## **2. Vacation Scheduling**

Vacation shall be taken at a time approved by Management and on the basis of employment seniority. Vacation requests for five (5) consecutive workdays or more must be requested in writing and submitted to the supervisor by December 1 for the following calendar year. All vacation requests for fewer than five consecutive days require at least two weeks' advance notice.

Approved vacation requests may only be changed with the advance approval of Management. Not more than one-third of each department (i.e., either Office or Field) will be granted vacation simultaneously, subject to the operational needs of the District. Vacation requests for longer than three (3) consecutive weeks in duration are generally not approved.

- An employee who leaves the District's service for any reason will be paid out for any accrued but unused vacation upon separation.
- District-paid holidays that occur during an employee's paid vacation shall not be counted as days of vacation. Instead, the employee will be credited with the holiday pay.
- Vacation continues to accrue while the employee is in District-paid status, including during a paid vacation or paid sick time. Vacation does not accrue while the employee is in District-unpaid status.

## **3. Mandatory Vacation Policy:**

All employees listed below who handle cash payments, inventory, or work in financial and/or information systems technology areas are required to take a minimum of three consecutive working days off each year. This policy applies to employees working in the following classifications:

General Manager  
Water System Manager  
Accounting Specialist  
Administrative Specialist  
Administration & Finance Manager

## **4. District Holidays**

The District observes the following holidays:

- New Year's Day — January 1
- Martin Luther King's Birthday — Third Monday in January
- Presidents' Day — Third Monday in February
- Memorial Day — Last Monday in May
- Independence Day — July 4
- Labor Day — First Monday in September
- Veterans' Day — November 11
- Thanksgiving Day — Fourth Thursday in November
- Day after Thanksgiving — Fourth Friday in November
- Christmas Day — December 25
- Day after Christmas — December 26
- Two (2) Floating Holidays

Regular full-time employees who do not work on a District-designated holiday will receive eight (8) hours pay for the holiday.

If a District holiday falls on an employee's regularly-scheduled day off ("RDO"), the employee will receive pay for the holiday, and will take the business day immediately preceding the holiday as their alternate RDO.

Part-time regular employees who do not work on a District designated holiday will receive pro rata holiday pay. Temporary employees are not eligible to receive holiday pay, but may receive an unpaid day off for the District holiday.

Holidays falling on Saturday are observed on the preceding Friday. Holidays falling on Sunday are observed the following Monday.

All eligible employees shall be paid regular straight time for the holiday. Any employee who is required to work on a District paid holiday shall receive, in addition to that regular straight-time pay, their regular compensation for all hours worked on the District holiday.

## **5. Floating Holidays**

On January 1 and on July 1 of each year, full-time and part-time employees are granted one floating holiday. The floating holidays may be requested and taken only with advance approval of your supervisor or the General Manager, and only in accordance with the operational needs of the District.

Employees may have a maximum of two years' accumulation of floating holidays (i.e., a maximum of four floating holidays) in their bank at any time. Therefore, the District encourages employees to use their floating holidays in the calendar year in which they are granted. If an employee's floating holiday bank is already at its maximum on either January 1

or July 1, the employee will not be granted any additional floating holiday time.

Floating holidays must be used in increments of a minimum of one (1) day.

Temporary employees are not eligible to receive floating holidays.

## **6. Bereavement Leave**

Full-time employees may be granted up to three days per calendar year of bereavement leave with pay in the event of the death of a member of the employee's immediate family. Immediate family for the purpose of this policy is defined as: mother, father, wife, husband, child, brother, sister, grandparent, grandchild, domestic partner, similar in-laws or step-relatives, or any other person who resides with the employee.

Part-time employees are eligible for paid bereavement leave on a pro rata basis. Temporary employees are not eligible for paid bereavement leave.

If employees are not eligible for this paid time off, or have exhausted this paid time off, they may request unpaid time off for this purpose.

## **7. Time Off To Vote**

If your work hours do not allow sufficient time off to vote in a statewide election, the District will provide up to a maximum of two hours of paid time off to allow you to vote. To receive time off for voting, you must notify your manager in advance of election day. Time taken for the purposes of voting must be either at the beginning or end of the normal work day.

## **8. Paid Sick Time**

Paid sick time is provided to employees to minimize the economic hardship that may result from the need to take time off for, e.g., short-term illness or injury to employees or their immediate family members, and otherwise in accordance with law. Immediate family members for purposes of this policy are the employee's: child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling.

Time off for medical and dental appointments also qualifies as a reason to take paid sick time. Sick time may not be used for vacation or other personal time off.

**a. How accrued:** During an employee's initial probationary period, paid sick time is accrued at the rate of four hours per month of service beginning on the date of hire, and accrued paid sick time can be used beginning on the 90th day of service. After completion of the initial probationary period, paid sick time for full-time, regular employees accrues at the rate of eight (8) hours per month of service.

Part-time regular employees are eligible for paid sick time on a pro-rated basis in accordance with their specific workweek.

Temporary employees are provided three days (i.e., 24 hours) of paid sick leave upon date of hire, and can request to use paid sick time beginning on the 90th day of service.

**b. Use of sick leave:** Paid sick time may be used for any reason permitted by law, including but not limited to the diagnosis, care or treatment of existing health conditions or preventative care for the employee or an employee's immediate family member, as defined above. Employees who are victims of domestic violence, sexual assault or stalking may also use paid sick time to seek aid, treatment or related assistance. Sick time may also be used, with prior management approval, for health care appointments.

**c. Procedure:** To receive compensation for paid sick time, the employee shall notify the District office at least one (1) hour prior to the time set for beginning the employee's daily duties, if at all possible. In the event of absence due to the employee's extended illness (i.e. in excess of three (3) consecutive days), a physician's certificate may be required verifying the illness. Paid sick time may be requested for use in minimum increments of one hour.

**d. Conversion at retirement:** Provided the employee is eligible to receive CalPERS retirement benefits and has been an employee of the District for at least ten consecutive years before retirement, then any paid sick time accumulated and unused upon retirement shall be applied to the employee's CalPERS account **based on the rules established by CalPERS.**

**e. Pay for Unused Sick Time:** Any employee who has accumulated more than twenty (20) days (i.e. more than 160 hours) of paid sick time may be eligible to receive compensation for unused sick leave if they meet the following:

1. The employee's accumulated paid sick time bank may not be less than twenty (20) days (i.e. 160 hours) as a result of receiving compensation for unused sick leave.
2. The employee may not have taken off fifty-six (56) hours or more of paid sick time for any purpose during the previous twelve (12) months.
3. Compensation for unused paid sick time will be made, if approved, during the first half of December of each year.

4. If an employee elects, the employee can receive compensation for unused paid sick time, hour for hour, up to fifty-six (56) hours per year maximum.

Any paid sick leave time for which an employee elects to be compensated for shall be removed from the employee's accumulated sick leave balance.

## **9. Sick Leave Donation**

In the event an employee requests, and takes, a leave of absence under the California Family Rights Act ("CFRA"), they may be eligible to receive donations of accrued paid sick leave from other District employees. Employees may donate a limited amount of their unused accrued paid sick time balances to eligible employees.

To be eligible to receive paid sick leave donations, an eligible employee:

1. Must qualify for and take an approved CFRA leave; and
2. Must have exhausted all their accrued paid leave balances.

Conditions for employees donating hours:

1. Only unused, accrued paid sick time hours may be donated;
2. The employee must have a minimum balance of 80 hours of paid sick time remaining after donation of hours;
3. Each employee may donate up to a maximum of 16 hours of unpaid accrued sick time; and
4. Hours not used by receiving employees will be returned to donating employees at the end of each calendar year.

## **10. Other Types of Leave and Time Off**

Several other types of leaves of absence are available to eligible employees under the District's policies and applicable law. A summary of the various types of leaves are provided below. If you have additional questions regarding any leaves, please contact the Administration and Finance Manager.

### **1. General Guidelines**

A summary of the rules generally applicable to unpaid leaves of absence are provided below:

- a. The leaves of absence described below are provided without pay from the District. However, employees may request, or may be required, to exhaust applicable accrued District-paid time off during an otherwise unpaid leave. Also, employees may be eligible to apply to the State to receive some forms of wage replacement while on certain leaves.
- b. While you are on an unpaid leave of absence, you are not eligible to accrue paid vacation or paid sick time off.

- c. If a paid holiday falls during the period you are on an unpaid leave of absence, you will not be eligible for the holiday pay.
- d. Unless otherwise required by law, employees on an unpaid leave of absence are generally not eligible for health insurance benefits, except to the extent the employee is eligible for, and elects, continuation coverage pursuant to COBRA.

## **2. California Family Rights Act (CFRA) Leave of Absence**

The California Family Rights Act (CFRA) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave employees may use under this policy is twelve weeks within a twelve-month period, except as otherwise required by law.

To be eligible for CFRA leave under this policy, employees must:

1. Have worked at least twelve months for the employer in the preceding year; and
2. Have provided least 1,250 hours of service to the employer in the twelve months preceding the date the leave would commence.

CFRA leave may be taken for any of the following reasons:

1. To care for or bond with a newborn child, or with a child placed with the employee for adoption or foster care;
2. To care for an immediate family member (i.e., employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, or sibling) with a serious health condition;
3. Because of the employee's serious health condition that makes the employee temporarily unable to perform their job; and/or
4. A "qualifying exigency" arising out of the fact that the employee's spouse, domestic partner, child, or parent is on, or has been notified of an impending call to, "covered active duty."

Once the District determines an absence is for a CFRA-qualifying reason, it will designate the absence as CFRA leave.

Generally, a "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an inpatient care in a medical care facility or continuing treatment by a health care provider, and either prevents the employee from performing the functions of their job or prevents the qualified family member from participating in school or other daily activities.

The District measures the period of twelve months in which leave is taken by a rolling calendar period. This means that when an employee requests leave for a qualifying reason, the District will look back over the past twelve-month period to determine whether the employee has any CFRA time available to them.

CFRA leave for the birth of a child, or placement of a child for adoption or foster care, must be concluded within twelve months of the child's birth or placement.

Eligible employees may take CFRA leave in a single block of time, or intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member.

Intermittent leave to bond with a child following birth, or following adoption or foster care placement, generally must be taken in at least two-week increments, with shorter increments allowed on two occasions.

Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the District's operations.

Employees are required to use applicable accrued paid time off (such as paid sick time, vacation, administrative or compensatory time, etc.) concurrently with CFRA leave to the extent permitted by law.

The only exception to the above is during any period in which the employee is receiving temporary disability benefits (e.g., for workers' compensation or short-term disability), then the employer cannot require the employee to substitute their accrued paid time off in coordination with those disability benefits. However, the employer and employee may agree to do so.

Once the employee's accrued paid time off is exhausted, the remainder of the CFRA leave is unpaid time off.

The District maintains health care coverage for employees on approved CFRA leave on the same terms as if the employee had continued to work. Use of CFRA leave does not result in the loss of any employment benefit that accrued prior to the start of leave.

When seeking leave under this policy, employees must provide to the Administrative & Finance Manager the following:

1. Thirty (30) days' advance notice of the need to take CFRA leave if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave;
2. Medical certification supporting the need for leave due to a serious health condition affecting the requesting employee or an immediate family member; and
3. Medical certification of release to return to work, including any restrictions on the ability to work and the duration of such restrictions, if the leave was due to the employee's serious health condition.

The District will inform employees whether they are eligible for leave under CFRA. Should employees be eligible for CFRA leave, the employer will provide them with a notice that designates the leave as CFRA, and that specifies any additional information required, as well their rights and responsibilities, and a guarantee of reinstatement to the same position or a comparable position upon conclusion of their protected leave. If employee is not eligible for CFRA leave, the District will provide a reason for the ineligibility.

Upon returning from CFRA leave, employees will be restored to their original position or to an equivalent position with equivalent pay, benefits and other employment terms and conditions, to the extent required by law.

For more information regarding leave under this policy, employees should contact the Administrative & Finance Manager.

### **3. Personal Leaves of Absence**

a. **General:** Employees who have been continuously employed with the District for at least one (1) year may, due to special circumstances, request a personal leave of absence without pay. A personal leave may be granted for up to a maximum of sixty (60) days. Requests for a personal leave will be considered on the basis of length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact on **the District**.

b. **Requests:** A request must be submitted in writing to the General Manager, and is subject to the GM's approval before a leave begins. Any request for an extension of a personal leave must be submitted in writing, and is subject to approval by the General Manager, before any extended period begins.

c. **Status of Employee Benefits During A Personal Leave:** The District does not pay for group health insurance premiums during any portion of an unpaid leave of absence beyond the end of the month in which the unpaid leave begins. Accordingly, employees on an unpaid personal leave who wish to retain health insurance coverage may be eligible to elect such coverage at their own expense pursuant to COBRA.

d. **Reinstatement:** While the District will attempt to reinstate an employee returning from an approved personal leave, there is no guarantee of reinstatement. Employees who fail to return to work upon the expiration of their approved personal leave will be deemed to have voluntarily resigned.

### **4. Pregnancy Disability Leave**

Any employee who is disabled by pregnancy, childbirth, or a related medical condition will, upon request and subject to medical certification from their treating health care provider, be granted a pregnancy disability leave (PDL) without pay not to exceed four months. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

An employee who is granted a PDL may utilize any accrued paid sick time and accrued but unused vacation during the PDL leave. Any portion of the leave that occurs after all paid sick and vacation benefits have been exhausted shall be without pay.

An employee may be entitled to a reasonable accommodation for pregnancy, childbirth or related medical condition. In addition to other forms of reasonable accommodation, a pregnant employee may request to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if the transfer request is supported by proper medical certification.

Employees returning from a PDL shall be required to provide a physician's statement that indicates that they are medically able to return to work, with or without restrictions.

Group insurance benefits ordinarily provided by the District will remain in effect while employee is on PDL until the end of the month in which the approved leave terminates.

If you require a PDL, you must notify your manager as soon as possible. The written notice should specify the commencement date of the leave, the expected duration of the leave, and must be accompanied by a signed physician's statement.

For employees returning from an approved PDL, the District guarantees reinstatement to the same or similar job to the extent required by law.

## **5. Jury Duty**

Any full-time regular employee who is required to report to jury duty is eligible to receive regular pay for such absence from work for up to a maximum of two weeks. Part-time regular employees are granted paid jury duty on a pro rata basis.

Employees who wish to receive their regular District pay must endorse to the District any checks or warrants received from the Court in payment of jury duty, exclusive of mileage or other out of pocket expenses incurred due to jury duty. If the jury duty continues past two weeks, the District will grant unpaid leave for the remainder of the period until the employee's jury service is complete.

For all other employees, the District grants unpaid leave to serve on a jury.

## **6. Military Duty Leave**

Employees shall be granted military leave in accordance with all applicable law.

## **7. School Activity Leave**

Any employee who is the parent or guardian of a child in kindergarten through grade twelve (12) may request up to forty (40) hours of unpaid time off work per school year for the purpose of participating in school activities. This time will be unpaid unless you choose to use vacation or compensatory time off for this purpose. You will be limited to no more than eight hours off for this purpose in any one calendar month. Upon request, the District reserves the right to require documentation from the school as proof that you participated in the school activity. This request must be made in writing with as much advance

notice as possible.

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. No discriminatory action will be taken against an employee who takes time off for this purpose.

## **8. Medical Leave**

Employees who are not eligible for CFRA leave may nonetheless request an unpaid leave of absence due to the employee's own medical condition that temporarily prevents them from working. A physician's statement must be provided verifying the need for a medical leave of absence and stating the beginning and expected ending dates of the requested medical leave. As soon as you become aware of the need for a medical leave of absence, you should request a leave from Human Resources.

Non-CFRA medical leave may be generally granted for a period of up to 12 weeks in any 12-month period. Employees must take any available and appropriate accrued paid time off in conjunction with the approved period of leave.

Paid time off benefits will continue to accrue as long as the employee on medical leave is in District-paid status. The District maintains health care coverage for employees taking an approved medical leave of absence for as long as the employee is in paid status, or otherwise as required by law. Employees should work with Human Resources to make arrangements to pay their share of health plan premiums while on unpaid leave.

When the leave ends, the District will ordinarily return the returning employee to the same position, if it is available, or to a similar available position for which they are qualified. However, the District cannot guarantee reinstatement.

At the conclusion of the leave, the employee must provide a written notice from the health care provider authorizing the employee's a return to work. The written notice from the doctor should state work restrictions, if any, and the duration of any such work restrictions.

## **9. Temporary Light Duty**

Employees returning from a leave of absence who are released to work, but who are temporarily medically precluded from performing the full-range of their normal duties with or without reasonable accommodation, may be assigned to temporary light duty, if available. The light duty assignment must be one for which they are qualified, and which accords with their medical restrictions.

Any light duty assignment is permitted only pursuant to a written light duty agreement between the employee, the supervisor, and the General Manager that is entered into prior to the start of the assignment.

Any light duty assignment is temporary, generally lasting no longer than thirty days. If an employee on light duty reaches the end of the assignment but remains medically unable to perform the essential functions of their regular position, with or without reasonable accommodation, the employee may be accommodated with a temporary medical leave of absence.

### ***C. Insurance***

The District pays a portion of the premium for group major medical, dental, vision and life insurance for eligible employees and eligible dependents. You will receive information about such benefits during the new employee orientation.

Eligible employees are full-time employees as defined in this Handbook. In addition, part-time employees scheduled to work at least twenty (20) hours per week are eligible for medical benefits. Part-time employees are also eligible for Vision, Dental, Life or Long-Term Disability Insurance coverage.

It is the employee's responsibility to notify the District upon any event (e.g., marriage, divorce, birth of a child, etc.) that may change the status of dependency and/or insurance eligibility.

The following are the types of insurance plans available at the District to eligible employees and their dependents:

- Medical Insurance Plan
- Dental Insurance
- Vision Care Insurance
- Life Insurance

Please see the actual plan document, or speak with the Administrative & Finance Manager, for further information.

### **Workers Compensation**

The District provides workers' compensation coverage to all employees. This coverage protects you if you sustain an illness or injury on the job. It also provides medical, surgical, and hospital treatment in addition to some payment for loss of earnings that result from work related injuries.

During a workers' compensation leave, and while receiving workers' compensation benefits, the employee must exhaust their paid time off banks. The employee's accrued paid time off will be coordinated with workers' compensation benefits to bring the employee's compensation up to, but not greater than, the employee's regular pay.

If you are injured while working, you must immediately report such injuries to your manager, or another manager, regardless of how minor the injury might be. If you have any questions regarding this workers' compensation coverage, you should contact the Administration and Finance Manager.

### ***D. Other Benefits***

## **1. California Public Employee Retirement System (CalPERS)**

The District contracts with the California Public Employees Retirement System (CalPERS) for employee retirement benefits.

## **2. Social Security/Medicare Benefits**

All Employees of the District are covered by Social Security and Medicare in accordance with law.

## **3. Long-Term Disability**

The District employees are eligible for long-term disability coverage, beginning six (6) months after the first full month of employment, and otherwise in accordance with the long-term disability policy.

## **4. Tax Deferred Compensation Plan**

The District provides the opportunity for eligible employees to enroll in a payroll tax deferral plan called "Deferred Compensation 457." All contributions to this plan are made by the employee on a voluntary basis, and by payroll deduction. Such amounts deducted for these voluntary contributions are not included currently in your taxable income. Thus, if you elect to participate in this plan and have amounts deducted from your pay, you will see a reduction in salary.

## **5. Educational Assistance**

Recognizing the mutual benefits derived from personal growth and increased work competence of its employees, the District may provide some financial assistance to regular full-time employees interested in furthering their formal education. To be eligible for such educational assistance, an employee must have completed their initial probationary period, and must submit an Application for Educational Assistance for approval.

To receive financial assistance under this program, the requests must be approved in advance by the employee's manager, by the Administration and Finance Manager, and by the General Manager. The Educational Assistance Program is further outlined below.

### **a. Degree/Certification/Professional Designation Programs**

Upon appropriate written approval, the District may reimburse an employee for the cost of tuition, books, and parking fee for job-related educational expenses of up to five hundred dollars (\$500.00) per semester with an annual maximum of one thousand dollars (\$1,000.00) per fiscal year. The employee's application for educational reimbursement must include: a description of the entire program, a listing of classes required, an explanation of job-relatedness to the District, a targeted career path with the District, and a defined timeline for completion of courses. A copy of the course description and necessary classes from the school catalog should be included with the request.

**b. Additional Requirements**

The employee must submit to the General Manager the receipts of their payment for educational expenses for which they request reimbursement along with evidence of satisfactory completion of the approved course with a "C" or better. It is your responsibility to provide your manager and the Administration and Finance Manager with transcripts after completion of the course.

## Section V — Employee Relations

### ***A. Unacceptable Conduct***

The following is intended to provide you some guidance concerning unacceptable workplace behavior. Please note that it is impossible to provide an exhaustive list of behaviors that are not acceptable. The following is therefore intended simply to provide some examples:

- Unsatisfactory performance.
- Unprofessional or disrespectful conduct, including but not limited to: using abusive, rude, or vulgar language, or causing inappropriate disruption to the work place or to fellow employees or visitors, vendors, suppliers, or customers.
- Unsatisfactory attendance, including absenteeism or tardiness.
- Misuse or unauthorized possession/removal of the District's equipment, property, or monies.
- Violation of any District policy, specifically including but not limited to its policy prohibiting workplace harassment, discrimination, and retaliation
- Falsification of District forms, records, or reports including, but not limited to: time sheets, employment applications and member records.
- Possessing or bringing inappropriate materials (including firearms, weapons, open containers of alcohol, illegal drugs or chemicals) on or to the District's property.
- Bullying, threatening or intimidating other employees, supervisors, visitors and customers.
- Any other conduct unbecoming a District employee and/or any conduct that adversely affects the District's reputation or operations.

#### The Disciplinary Process:

Employees who engage in workplace misconduct or unsatisfactory performance are subject to discipline, up to and including termination. Some disciplinary steps the District may take include, for example: oral or written counseling, written reprimand, suspension, demotion, and/or termination. In the District's sole discretion, it will decide what disciplinary step or steps to take. Depending on the particular circumstances, the District may decide to move to termination as a first step.

Nothing in this policy requires the District to engage in any particular sequence of disciplinary steps, and nothing in this policy alters or affects the District's policy of at-will employment.

#### Notice of Proposed Serious Discipline.

If the District proposes to issue serious discipline (i.e., termination, demotion, or an unpaid suspension of longer than five days) to a regular employee, it will provide notice to the employee of the proposed serious discipline, and the reasons underlying the proposed discipline. The District will permit the regular employee an opportunity to respond in writing to the proposed discipline before it becomes final. To respond, the employee must provide a written response to the General Manager within five business days of the issuance of the proposed discipline. The General Manager will review the proposed discipline and the employee's response, if any, and determine to uphold, amend, or dismiss the proposed discipline. The General Manager's decision is final.

Employees in any status other than "regular," including probationary employees, are not entitled either to a notice of, or to respond to, proposed discipline.

## ***B. Alcohol and Drug Free Workplace***

Behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of District employees and can present a risk to the health and welfare of employees and the public.

In recognition of the District's objective to maintain a safe and productive work environment and your responsibility to perform safely and effectively, the District prohibits substance abuse in the workplace or a work-related situation. For the purpose of this policy, prohibited conduct includes, but is not limited to, the use or possession of illegal drugs or alcohol, or abuse of prescription drugs, which could impair your work performance and/or ability to perform your job safely.

While at work or in a work-related situation (including driving a vehicle on District business or operating District equipment), it is mandatory that:

- You shall not have any amount of alcohol or drugs in your system which would result in you being "under the influence";
- You shall not use alcohol, possess open containers of alcohol, or use or possess illegal drugs;
- You shall not manufacture, distribute, dispense, sell or provide illegal drugs or alcohol to any person.

If the use of a prescription or over-the-counter drug combined with the duties of the required job creates an unsafe working condition, or impacts your ability to work safely or effectively, or may or does render you "under the influence," you must report this fact to your supervisor or to the Administration and Finance Manager immediately, and preferably prior to reporting to work.

### **▪ Reasonable Suspicion Testing**

Employees may be subject to drug and alcohol testing when District management has a reasonable suspicion that the employee is "under the influence" at work or in a work-related situation.

## ***C. Outside Relations/Media Contact***

All requests from the media shall be routed to the General Manager.

Employees are generally not permitted to give or report any confidential information about District operations customers, other employees, outside vendors, or consultants to anyone outside of the District, except as authorized by your job duties or the General Manager. You should forward any such request for information, whether oral or written, to the General Manager for handling.

## ***D. Workplace Violence***

The District expects that interaction between employees and with the public in the course of business shall be conducted with civility and professionalism. The safety and security of employees is of primary importance to the District and the objective of this Policy is to preserve a violence-free workplace for all employees. The following behavior is not tolerated while on District property or while performing work for the District:

- Threats against District employees, customers, visitors, or other individuals;
- Threatening, aggressive or bullying behavior;
- Acts or threats of violence.

Any person who engages in behavior in violation of this policy may be removed from the premises as quickly as safety permits, and may remain off District premises pending the outcome of an investigation. The District will investigate the situation and take appropriate corrective action.

Every District employee has an obligation immediately to report conduct perceived to violate this policy, including bullying, violence, or threat of violence, at work or in a work-related situation. This report should be made as quickly as possible – e.g., in person, by paging system, radio, or telephone, etc. – regardless of the time of day or night. Reports should be made to either the General Manager, or to most senior supervisor on site. Supervisors have the duty to inform the General Manager of the report. If the situation warrants, the Sonoma Police Department or Sonoma County Sheriff may also be notified.

To the extent possible, an employee reporting conduct that allegedly violates this policy will be accorded confidentiality. However, identities of individuals making such reports may be revealed when required, such as during the course of an investigation. Investigation records are maintained in confidence, to the extent permitted by law. The privacy rights of all parties involved in an investigation are protected to the extent possible.

Employees reporting actual or perceived threats in good faith are not be subject to retaliation. Whether or not discipline results from an investigation under this Policy, the District does not condone retaliation of any kind against a reporting employee or anyone who participates in the investigation. Employees who believe they are being subjected to retaliation, or who observe retaliation, must report this to a department head or to the General Manager.

Any reports made under this Policy must be factual and based upon witnessed events, without assuming or guessing about motives, reasons, intentions, or making other subjective observations about an employee's behavior.

#### ***E. Employment Reference Checks***

All outside inquiries regarding a current or former District employee must be referred to the Administration and Finance Manager or the General Manager.

Should you receive a written or oral request for a reference, or other information, regarding current or former employees, you must refer the request to the Administration and Finance Manager for handling. You must not issue a reference letter on behalf of any current or former employee, or release any employee information.

In response to an outside request for information regarding a current or former District employee, the Administration and Finance Manager will verify only an employee's name, dates of employment, and job title. No other data regarding any current or former District employee will be released unless the employee provides a written authorization to the District to release such information, or unless the District is required by law to furnish any information.

#### ***F. Off-Duty Conduct/Outside Employment***

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the District's operations, integrity, reputation or credibility. Conduct on the part of an employee that adversely affects the District's business interests or the employee's ability to perform their job safely and effectively is not permitted.

While employed by the District, employees are expected to devote their energies to their jobs with the District. Outside employment is not permitted if it:

- Conflicts with an employee's work schedule, duties and/or responsibilities;
- Creates a conflict of interest or otherwise is incompatible with the employee's District employment;
- Impairs or has a detrimental effect on the employee's work performance with the District;
- Requires the employee to conduct work or related activities on the District's property, or during the District's working hours, or using the District's facilities and/or equipment; or
- Directly or indirectly competes with the business or the interests of the District.

Employees who wish to engage in outside employment must submit a written request to the General Manager that explains the details of the outside employment, and explains how such outside employment does not violate this Policy.

#### ***G. Anti-Fraud/Ethics Policy***

Employees must, at all times, comply with all applicable laws and regulations. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their manager.

The District requires its employees to conduct themselves in a businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the organization and its goal of service to the community it serves.

Regardless of circumstances, if an employee is concerned about, or observes, that a course of work-related action may involve a conflict of interest, fraud and/or dishonesty, they should immediately communicate this concern to their manager or the General Manager.

## Section VI — Safety

### **A. Injury Prevention Program**

Safety and accident prevention are of primary importance in all phases of District operation and administration.

It is the intention of the District to provide safe and healthful working conditions and to establish and enforce safe work practices at all times. To attain this goal, the District requires all employees to follow all safety rules and practices.

Supervisors are required to ensure workplace safety is an integral part of their regular management functions. It is each employee's duty to understand and to follow established safety rules and procedures.

Employees are provided workplace safety training. If an employee is in doubt about how to do a job safely, however, it is their duty to ask a qualified person for help. Supervisors are responsible for providing safety instruction and for ensuring that all safety rules are followed by all employees under their supervision.

Employees are expected to assist management in accident prevention activities. Employees must report to their supervisor any actual or potential unsafe conditions immediately. Everyone is responsible for the housekeeping duties that pertain to their job.

Any injury which occurs on the job must be reported to management as soon as possible and, in any event, the employee must report the workplace injury no later than the shift during which it occurs.

If the supervisor is unable immediately to correct any unsafe condition, then the supervisor must report to the General Manager all unsafe conditions or practices observed by them or brought to their attention.

### **B. Driving on the Job/Vehicle Use**

While driving on the job, employees are expected to make driving their number one priority. Accordingly, making phone calls, text messaging, reading and/or writing emails, or engaging in any other distracting activity while driving and or operating heavy equipment for the District is not permitted.

### **C. Assignment of Vehicles**

- A.) District vehicles shall be assigned for use only to employees whose positions or duties require the use of vehicles.
- B.) District vehicles may be assigned for use other than during normal working hours, but only to the following categories of employees and with authorization from the General Manager:
  - i.) Managers and supervisors who frequently need to use District vehicles outside normal working hours to perform work assignments;

- ii.) Employees whose duties involve emergency work and who are regularly subject to call-outs; or
  - iii.) Employees whose duties require that they begin or end the workday at locations other than their normal reporting locations.
- C.) Employees may be permitted to take a work vehicle home only if they comply with all of the following:
- i.) Meet one or more of the requirements in section B above;
  - ii.) Drive to/from home directly to/from a jobsite or work-related activity only. No other driving of a work vehicle is permitted; and
  - iii.) Passengers, except for co-employees with a current work-related need to be a passenger, are not allowed in the vehicle.
- D.) Parking of District Vehicles
- i.) District vehicles taken home after regular working hours shall be parked at employee's residence with all windows closed, keys removed, equipment secured and appropriately concealed, security alarm set (when equipped with an alarm), and doors locked.

## **Section VII — Staff Expense Reimbursement Guidelines**

### ***A. Travel Policy***

Employees are reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the District. Travel requests to attend conferences, seminars, meetings and other programs away from the work site must be approved in advance by the supervisor and the GM. Employees traveling for business are expected to incur the lowest reasonable travel expenses. All travel expense receipts must be turned in to Finance within two working days' of returning to the District office.

### ***B. Credit Card Use***

Credit cards are issued to specific employees who either travel on a regular basis on District business, or who are authorized to purchase supplies or services regularly on behalf of the District.

Use of the District credit cards is permitted only for legitimate, approved business of the District.

### ***C. Employee Incurred Expenses***

From time to time staff may need to obtain small items to facilitate the District's operations. Per District Purchasing Policy, attached to this Handbook as Appendix A, petty cash can be used to purchase these items, or alternatively to reimburse staff for these items, if the items cost less than twenty dollars.

If the cost for the District-related purchase is greater than twenty dollars, staff must seek reimbursement by completing and submitting an expense report to the supervisor initially, and then to the GM for final review/approval. All work-related expenses must be approved prior to purchase by management.

### ***D. Mileage***

The mileage reimbursement rate to an employee who is required to use their own personal vehicles for official District business is the Internal Revenue Service (IRS) rate in effect at the time the expense is incurred. To request reimbursement, the employee should calculate the mileage distance from destination to destination and submit to their supervisor.

Mileage for the normal commute from the employee's home to work is not reimbursable.

### ***E. Expense Reports***

All employee expense reports seeking reimbursement of business-related expenses must be turned in to Finance within two business days of incurring the work-related expense.

## **Section VIII — Around the Office & Field**

### ***A. Dress & Grooming Standards***

The District expects its employees to present a professional image to its customers, suppliers and the public. Accordingly, all employees must dress in a manner consistent with good hygiene, safety, and professionalism.

## **B. Telephone Calls**

The District understands that you may need to speak with your family or tend to non-business activities at times during the work day, but employees should limit any non-worked related calls to break time only, except in cases of emergency.

## **C. Electronic Communications Policy**

To support its business operations, the District uses various forms of electronic communications systems including, but not limited to computers, email, telephones, cell phones, text messages, internet, PDAs, etc. (collectively, the "District Systems"). All District Systems are the property of the District. The District reserves the right to access and disclose all messages, documents, and communications sent through, received by, created on, or maintained on, the District Systems for any purpose. Accordingly, District employees have no right of privacy with respect to any such messages, documents, or communications.

The District Systems should be used to accomplish business related tasks or any communication directly related to District business, administration, or practices. Incidental and occasional personal use of the District Systems may be permitted, provided any such use is confined to non-working hours, such as break time.

## **D. Security and Searches**

Security is important to everyone. Employees must not discuss the security measures taken to protect the District premises or services with any individual not employed by the District, unless that individual has an authorized "need to know."

As the District does not take any liability for an employee's personal belongings, employees should leave personal items of value at home.

The District retains the right to search its property and facilities (including employee-assigned lockers, desks, files and computer systems and including anything brought onto District parking lots) at any time. Moreover, the District reserves the right to search any item of a personal nature that is brought on District property, including briefcases, purses, or lunch bags. If you have anything of a private nature that you do not wish to be subjected to a search, you should leave these items at your home.

## **E. Break Room**

The District has a "kitchen" for your use during breaks and at lunch. It is important that you clean up after yourself. For example, clean up your dirty dishes, wipe off the counters, and clean the inside of the microwave if your food splatters during cooking.

## **F. Supplies**

The District provides employees with the supplies needed to do the job. Basic supplies are kept in the supply room. Any special orders should be made by completing the special order forms provided to each department. Special orders must have the approval of your manager and the Administration and Finance Manager before the order can be placed.

## Section IX — Leaving the District

### **A. Voluntary Termination**

The District will consider an employee to have voluntarily terminated their employment if the employee elects to resign or to retire from the District.

Employees who resign are asked to provide two weeks' advance notice of their intended resignation date. Employees who resign are expected to cooperate fully with the District in concluding any pending work and assisting with an orderly transfer of responsibilities to other District employees.

### **B. Involuntary Termination**

An employee may be terminated involuntarily for reasons including, but not limited to, poor performance, misconduct, or other violations of the District's rules of conduct.

An employee may be subject to involuntary termination if they fail to return from an approved leave of absence upon expiration of the leave. In addition, an employee may be terminated if they fail to report for work without notice to the District for three or more consecutive working dates.

In any event, the District reserves the right to discharge its "at will" employees for any reason or no reason, with or without cause, and with or without prior notice.

### **C. Termination due to Reorganizations, Economics, or Lack of Work**

From time to time, the District may need to terminate an employee as a consequence of a reorganization, job elimination, economic downturn in business, or lack of work. Should the District consider such an economic termination necessary, the District will attempt to provide all affected employees with advance notice when practical.

### **D. Resignation/Exit Interview**

If you decide to resign for any reason, your manager, the General Manager and/or the Administration and Finance Manager may meet with you to in an exit interview to get your feedback about your employment experience at the District.

### **E. Property Return Agreement**

Upon employment with the District, each employee completes a Property Return Agreement if they receive any District property. District property includes, but is not limited to, laptops, cell phones, PDAs, equipment, keys, any item with a logo (shirts, jackets, ID badges, etc.), reports, records, proprietary information, and any other job-related materials.

All District property must be returned prior to an employee's departure from the District for any reason.

### **F. Final Paycheck**

Employees who separate from employment with the District will be provided their final paycheck no later than the next payroll period following their separation. Employees will be paid out at that time for all accrued but unused unrestricted paid time off, including paid vacation, floating holidays, and CTO. Employees are not paid out for restricted paid time off, such as paid sick time.

**G. CalPERS**

Employees nearing retirement are urged to avail themselves of the retirement pre-counseling and planning available to them through CalPERS. CalPERS requires at least ninety (90) days' notice in advance of planned retirement date. However, the District recommends employees anticipating retirement to make their inquiries at least six (6) months to one (1) year in advance of their planned retirement date to allow sufficient time to address any unforeseen obstacles.

The Administration and Finance Manager can provide you with the contact information of personnel at CalPERS who can assist you in your retirement planning. It is the employees' responsibility to initiate, and fill out all required CalPERS retirement paperwork.

## Section X — Acknowledgment of Receipt of Handbook

Please review the below upon your receipt of the Valley of the Moon Water District Employee Handbook. Please sign and date the Acknowledgment of Receipt. Return the original to the District, and keep a copy for your records.

### Valley of the Moon Water District Employee Handbook Receipt

I have received my copy of the District's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with, and to comply with, the policies and procedures contained in the Handbook. I understand my employment is governed by the contents of this Handbook.

I understand that any and all policies contained herein, with the exception of the concept of at-will employment, can be changed at any time by the District, in its sole discretion, and with or without advance notice.

I understand and agree that, other than the General Manager of the District, no manager, supervisor or representative of the District has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the General Manager has the authority to make any such agreement and then only in a writing signed by the General Manager.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Name (Printed) \_\_\_\_\_