



Yucaipa Valley Water District

Director Memorandum 19-058

Date: June 4, 2019

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Consideration of a Memorandum of Agreement for the Terms and Conditions of Employment for General Employees of the Yucaipa Valley Water District

Recommendation: That the Board approves the Memorandum of Agreement with the General Employee Bargaining Group.

The Yucaipa Valley Water District has recently completed the negotiation process with the General Employee Bargaining Group. The attached document represents the results of the negotiation process which was approved by the General Employees on May 14, 2019.

MEMORANDUM OF AGREEMENT

TERMS AND CONDITIONS OF EMPLOYMENT FOR GENERAL EMPLOYEES OF THE YUCAIPA VALLEY WATER DISTRICT

The following are the terms and conditions of employment for General Employees of the Yucaipa Valley Water District (“District” or “YVWD”) contract period **July 1, 2019 through June 30, 2024**.

1.0 Application. These Terms and Conditions of Employment (“Terms and Conditions”) apply to the IBEW Local Union 1436 - YVWD Unit (“General Employees”) of the District pursuant to Resolution No. 04-2007, adopted on January 17, 2007.

2.0 Term. This Memorandum of Agreement (“Agreement”) is entered into between the YVWD and the General Employees pursuant to the provisions of the Meyer-Milias-Brown Act, and thereafter shall continue in effect fiscal year by fiscal year unless either one of the parties appropriately notifies the other, in writing, of its request to modify, amend or terminate the Agreement. Requests to modify the MOA shall be submitted to the other party during the forty-five (45) calendar day period commencing January 1, 2024.

3.0 Personnel Manual Changes. The Yucaipa Valley Water District Personnel Manual shall be updated with the subject matter and text as provided in Attachment “B”.

4.0 Merit Salary System. The Merit Salary System shall utilize a scale of 0% to 6% for the contract term of this Tentative Agreement. In accordance with established negotiated practice, evaluations will be completed in March of each contract year and any merit increases based thereon shall be effective April 1 of each contract year.

5.0 Salary Schedule. The Salary Schedule shall be adjusted as provided in Exhibit “A”.

6.0 Implementation. All provisions within this Agreement, consistent with effective dates listed, will become effective based on the approval date by the Yucaipa Valley Water District Board of Directors.

IBEW Local Union 1436 - YVWD Unit:

/S/ Sean Trost

Authorized Representative

_____ Date

/S/ Kyle Westerlin

Authorized Representative

_____ Date

Yucaipa Valley Water District:

/S/ Joseph B. Zoba

Joseph B. Zoba, General Manager

_____ Date

Attachment "A"

Yucaipa Valley Water District - Salary Ranges and Job Titles

DRAFT Effective 7/1/2019

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
60	\$7,426	\$9,282	\$9,746			Integrated Operator IV
59	\$7,305	\$9,132	\$9,588			
58	\$7,186	\$8,982	\$9,431			
57	\$7,065	\$8,831	\$9,273			
56	\$6,944	\$8,681	\$9,115			
55	\$6,824	\$8,531	\$8,957	Administrative Assistant III	Senior Utility Service Worker	
54	\$6,704	\$8,380	\$8,799			Integrated Operator III
53	\$6,584	\$8,230	\$8,641			
52	\$6,463	\$8,079	\$8,483			
51	\$6,343	\$7,929	\$8,325			
50	\$6,223	\$7,779	\$8,167	Engineering Technician IV	Utility Service Worker IV	Operator IV
49	\$6,102	\$7,628	\$8,009			
48	\$5,982	\$7,478	\$7,852	Administrative Assistant II		
47	\$5,862	\$7,327	\$7,694			
46	\$5,741	\$7,177	\$7,536			
45	\$5,621	\$7,026	\$7,378	Purchasing Agent		Water Quality Chemist
44	\$5,501	\$6,876	\$7,220		Utility Service Worker III	Operator III
43	\$5,380	\$6,726	\$7,062	Engineering Technician III		
42	\$5,260	\$6,575	\$6,904			Integrated Operator II
41	\$5,140	\$6,425	\$6,746			
40	\$5,019	\$6,274	\$6,588			
39	\$4,899	\$6,124	\$6,430	Administrative Assistant I		
38	\$4,779	\$5,973	\$6,272			Plant Maintenance Technician II
37	\$4,658	\$5,823	\$6,114	Engineering Technician II		
36	\$4,538	\$5,673	\$5,956		Utility Service Worker II	Integrated Operator I
35	\$4,418	\$5,522	\$5,798	Administrative Clerk IV		Water Quality Technician
34	\$4,297	\$5,372	\$5,640			
33	\$4,177	\$5,221	\$5,482	Engineering Technician I		Plant Maintenance Technician I
32	\$4,057	\$5,071	\$5,324		Utility Service Worker I	Integrated Operator In Training
31	\$3,936	\$4,921	\$5,167	Administrative Clerk III		
30	\$3,816	\$4,770	\$5,009			
29	\$3,696	\$4,620	\$4,851			
28	\$3,575	\$4,469	\$4,693			
27	\$3,455	\$4,319	\$4,535	Administrative Clerk II / Stock Clerk II		
26	\$3,335	\$4,168	\$4,377			
25	\$3,214	\$4,018	\$4,219			
24	\$3,094	\$3,868	\$4,061			
23	\$2,974	\$3,717	\$3,903	Administrative Clerk I / Stock Clerk I		
22	\$2,853	\$3,567	\$3,745			
21	\$2,733	\$3,416	\$3,587	Intern		
20	\$2,613	\$3,266	\$3,429			

Attachment "A"

Yucaipa Valley Water District - Salary Ranges and Job Titles

DRAFT Effective 7/1/2020

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
60	\$7,611	\$9,514	\$9,990			Integrated Operator IV
59	\$7,488	\$9,360	\$9,828			
58	\$7,365	\$9,207	\$9,667			
57	\$7,242	\$9,052	\$9,505			
56	\$7,118	\$8,898	\$9,342			
55	\$6,995	\$8,744	\$9,181	Administrative Assistant III		
54	\$6,872	\$8,590	\$9,019		Senior Utility Service Worker	Integrated Operator III
53	\$6,748	\$8,436	\$8,857			
52	\$6,625	\$8,281	\$8,695			
51	\$6,502	\$8,127	\$8,534			
50	\$6,378	\$7,973	\$8,372	Engineering Technician IV	Utility Service Worker IV	Operator IV
49	\$6,255	\$7,819	\$8,210			
48	\$6,132	\$7,665	\$8,048			
47	\$6,008	\$7,510	\$7,886	Administrative Assistant II		
46	\$5,885	\$7,356	\$7,724			
45	\$5,762	\$7,202	\$7,562	Purchasing Agent		Water Quality Chemist
44	\$5,638	\$7,048	\$7,400		Utility Service Worker III	Operator III
43	\$5,515	\$6,894	\$7,238	Engineering Technician III		
42	\$5,392	\$6,740	\$7,077			Integrated Operator II
41	\$5,268	\$6,585	\$6,915			
40	\$5,145	\$6,431	\$6,753			
39	\$5,022	\$6,277	\$6,591	Administrative Assistant I		
38	\$4,898	\$6,123	\$6,429			Plant Maintenance Technician II
37	\$4,775	\$5,969	\$6,267	Engineering Technician II		
36	\$4,652	\$5,814	\$6,105		Utility Service Worker II	Integrated Operator I
35	\$4,528	\$5,660	\$5,943	Administrative Clerk IV		Water Quality Technician
34	\$4,405	\$5,506	\$5,781			
33	\$4,282	\$5,352	\$5,619	Engineering Technician I		Plant Maintenance Technician I
32	\$4,158	\$5,198	\$5,458		Utility Service Worker I	Integrated Operator In Training
31	\$4,035	\$5,044	\$5,296	Administrative Clerk III		
30	\$3,911	\$4,889	\$5,134			
29	\$3,788	\$4,735	\$4,972			
28	\$3,665	\$4,581	\$4,810			
27	\$3,541	\$4,427	\$4,648	Administrative Clerk II / Stock Clerk II		
26	\$3,418	\$4,273	\$4,486			
25	\$3,295	\$4,118	\$4,324			
24	\$3,171	\$3,964	\$4,162			
23	\$3,048	\$3,810	\$4,001	Administrative Clerk I / Stock Clerk I		
22	\$2,925	\$3,656	\$3,839			
21	\$2,801	\$3,502	\$3,677	Intern		
20	\$2,678	\$3,348	\$3,515			

Yucaipa Valley Water District - Salary Ranges and Job Titles

DRAFT Effective 7/1/2021

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
60	\$7,802	\$9,752	\$10,240			Integrated Operator IV
59	\$7,675	\$9,594	\$10,074			
58	\$7,549	\$9,437	\$9,909			
57	\$7,423	\$9,278	\$9,742			
56	\$7,296	\$9,120	\$9,576			
55	\$7,170	\$8,962	\$9,411	Administrative Assistant III	Senior Utility Service Worker	Integrated Operator III
54	\$7,044	\$8,804	\$9,245			
53	\$6,917	\$8,646	\$9,079			
52	\$6,791	\$8,488	\$8,913			
51	\$6,664	\$8,330	\$8,747			
50	\$6,538	\$8,172	\$8,581	Engineering Technician IV	Utility Service Worker IV	Operator IV
49	\$6,411	\$8,014	\$8,415			
48	\$6,285	\$7,856	\$8,249			
47	\$6,159	\$7,698	\$8,083	Administrative Assistant II		
46	\$6,032	\$7,540	\$7,917			
45	\$5,906	\$7,382	\$7,751	Purchasing Agent		Water Quality Chemist Operator III
44	\$5,779	\$7,224	\$7,585		Utility Service Worker III	
43	\$5,653	\$7,066	\$7,419	Engineering Technician III		
42	\$5,526	\$6,908	\$7,253			Integrated Operator II
41	\$5,400	\$6,750	\$7,087			
40	\$5,274	\$6,592	\$6,922			
39	\$5,147	\$6,434	\$6,756	Administrative Assistant I		
38	\$5,021	\$6,276	\$6,590			Plant Maintenance Technician II
37	\$4,894	\$6,118	\$6,424	Engineering Technician II		
36	\$4,768	\$5,960	\$6,258		Utility Service Worker II	Integrated Operator I
35	\$4,641	\$5,802	\$6,092	Administrative Clerk IV		Water Quality Technician
34	\$4,515	\$5,644	\$5,926			
33	\$4,389	\$5,486	\$5,760	Engineering Technician I		Plant Maintenance Technician I
32	\$4,262	\$5,328	\$5,594		Utility Service Worker I	Integrated Operator In Training
31	\$4,136	\$5,170	\$5,428	Administrative Clerk III		
30	\$4,009	\$5,012	\$5,262			
29	\$3,883	\$4,854	\$5,096			
28	\$3,756	\$4,696	\$4,930			
27	\$3,630	\$4,537	\$4,764	Administrative Clerk II / Stock Clerk II		
26	\$3,504	\$4,379	\$4,598			
25	\$3,377	\$4,221	\$4,432			
24	\$3,251	\$4,063	\$4,267			
23	\$3,124	\$3,905	\$4,101	Administrative Clerk I / Stock Clerk I		
22	\$2,998	\$3,747	\$3,935			
21	\$2,871	\$3,589	\$3,769	Intern		
20	\$2,745	\$3,431	\$3,603			

Yucaipa Valley Water District - Salary Ranges and Job Titles

DRAFT Effective 7/1/2022

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
60	\$7,997	\$9,996	\$10,496			Integrated Operator IV
59	\$7,867	\$9,834	\$10,325			
58	\$7,738	\$9,673	\$10,156			
57	\$7,608	\$9,510	\$9,986			
56	\$7,478	\$9,348	\$9,815			
55	\$7,349	\$9,187	\$9,646	Administrative Assistant III		
54	\$7,220	\$9,025	\$9,476		Senior Utility Service Worker	Integrated Operator III
53	\$7,090	\$8,863	\$9,306			
52	\$6,960	\$8,701	\$9,136			
51	\$6,831	\$8,539	\$8,966			
50	\$6,701	\$8,377	\$8,796	Engineering Technician IV		Operator IV
49	\$6,572	\$8,215	\$8,625		Utility Service Worker IV	
48	\$6,442	\$8,053	\$8,455			
47	\$6,313	\$7,891	\$8,285	Administrative Assistant II		
46	\$6,183	\$7,729	\$8,115			
45	\$6,053	\$7,567	\$7,945	Purchasing Agent		Water Quality Chemist Operator III
44	\$5,924	\$7,405	\$7,775		Utility Service Worker III	
43	\$5,794	\$7,243	\$7,605	Engineering Technician III		
42	\$5,665	\$7,081	\$7,435			Integrated Operator II
41	\$5,535	\$6,919	\$7,265			
40	\$5,405	\$6,757	\$7,095			
39	\$5,276	\$6,595	\$6,924	Administrative Assistant I		
38	\$5,146	\$6,433	\$6,754			Plant Maintenance Technician II
37	\$5,017	\$6,271	\$6,584	Engineering Technician II		
36	\$4,887	\$6,109	\$6,414		Utility Service Worker II	Integrated Operator I Water Quality Technician
35	\$4,757	\$5,947	\$6,244	Administrative Clerk IV		
34	\$4,628	\$5,785	\$6,074			
33	\$4,498	\$5,623	\$5,904	Engineering Technician I		Plant Maintenance Technician I
32	\$4,369	\$5,461	\$5,734			Integrated Operator In Training
31	\$4,239	\$5,299	\$5,564	Administrative Clerk III		
30	\$4,110	\$5,137	\$5,394			
29	\$3,980	\$4,975	\$5,224			
28	\$3,850	\$4,813	\$5,054			
27	\$3,721	\$4,651	\$4,883	Administrative Clerk II / Stock Clerk II		
26	\$3,591	\$4,489	\$4,713			
25	\$3,462	\$4,327	\$4,543			
24	\$3,332	\$4,165	\$4,373			
23	\$3,202	\$4,003	\$4,203	Administrative Clerk I / Stock Clerk I		
22	\$3,073	\$3,841	\$4,033			
21	\$2,943	\$3,679	\$3,863	Intern		
20	\$2,814	\$3,517	\$3,693			

Yucaipa Valley Water District - Salary Ranges and Job Titles

DRAFT Effective 7/1/2023

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
60	\$8,197	\$10,246	\$10,758			Integrated Operator IV
59	\$8,064	\$10,080	\$10,584			
58	\$7,932	\$9,914	\$10,410			
57	\$7,798	\$9,748	\$10,235			
56	\$7,665	\$9,582	\$10,061			
55	\$7,533	\$9,416	\$9,887	Administrative Assistant III		
54	\$7,400	\$9,250	\$9,713		Senior Utility Service Worker	
53	\$7,267	\$9,084	\$9,538			Integrated Operator III
52	\$7,134	\$8,918	\$9,364			
51	\$7,002	\$8,752	\$9,190			
50	\$6,869	\$8,586	\$9,015	Engineering Technician IV	Utility Service Worker IV	Operator IV
49	\$6,736	\$8,420	\$8,841			
48	\$6,603	\$8,254	\$8,667			
47	\$6,470	\$8,088	\$8,492	Administrative Assistant II		
46	\$6,338	\$7,922	\$8,318			
45	\$6,205	\$7,756	\$8,144	Purchasing Agent		Water Quality Chemist Operator III
44	\$6,072	\$7,590	\$7,969		Utility Service Worker III	
43	\$5,939	\$7,424	\$7,795	Engineering Technician III		
42	\$5,806	\$7,258	\$7,621			Integrated Operator II
41	\$5,673	\$7,092	\$7,446			
40	\$5,541	\$6,926	\$7,272			
39	\$5,408	\$6,760	\$7,098	Administrative Assistant I		
38	\$5,275	\$6,594	\$6,923			Plant Maintenance Technician II
37	\$5,142	\$6,428	\$6,749	Engineering Technician II		
36	\$5,009	\$6,262	\$6,575		Utility Service Worker II	Integrated Operator I Water Quality Technician
35	\$4,876	\$6,095	\$6,400	Administrative Clerk IV		
34	\$4,744	\$5,929	\$6,226			
33	\$4,611	\$5,763	\$6,052	Engineering Technician I		Plant Maintenance Technician I Integrated Operator In Training
32	\$4,478	\$5,597	\$5,877		Utility Service Worker I	
31	\$4,345	\$5,431	\$5,703	Administrative Clerk III		
30	\$4,212	\$5,265	\$5,529			
29	\$4,079	\$5,099	\$5,354			
28	\$3,947	\$4,933	\$5,180			
27	\$3,814	\$4,767	\$5,006	Administrative Clerk II / Stock Clerk II		
26	\$3,681	\$4,601	\$4,831			
25	\$3,548	\$4,435	\$4,657			
24	\$3,415	\$4,269	\$4,483			
23	\$3,282	\$4,103	\$4,308	Administrative Clerk I / Stock Clerk I		
22	\$3,150	\$3,937	\$4,134			
21	\$3,017	\$3,771	\$3,960	Intern		
20	\$2,884	\$3,605	\$3,785			

Attachment "B"

Revisions to the Personnel Manual



Yucaipa Valley Water District

12770 Second Street, Yucaipa, California 92399

Personnel Manual

~~November 20, 2018~~

June 4, 2019

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NOTICE

This Personnel Manual has been prepared to inform you of Yucaipa Valley Water District's employment practices and policies, as well as the benefits provided to you as a valued employee.

- The District, at its option, may change, delete, suspend or discontinue any part or all parts of the policies in this Personnel Manual at any time without prior notice as business, employment legislation, and economic conditions dictate. Copies of such changes shall be posted upon the District's regular bulletin boards and provided to employee unions and bargaining units within five (5) days of such change. Any such action shall apply to existing as well as to future employees.
- Employees shall not accrue eligibility for monetary or advanced leave benefits that they have not become eligible for through actual time worked.
- Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.
- No one other than the District's Board of Directors or General Manager may alter or modify any of the policies in this Personnel Manual. Any alteration or modification of the policies in this Personnel Manual must be in writing.
- No statement or promise by a supervisor, manager, or Board Member, past or present, may be interpreted as a change in policy nor will it constitute an agreement with an employee.
- Should any provision in this Personnel Manual be found to be unenforceable and invalid by a court or tribunal of competent jurisdiction, such finding does not invalidate the entire Personnel Manual, but only that particular provision.
- This Personnel Manual replaces (supersedes) any and all other or previous Personnel Manuals, or other policies whether written or oral.
- The most recent Memoranda of Understanding (MOU) for each bargaining units is attached as Appendices.

INTRODUCTION

This personnel manual summarizes the major employee wages, benefits, procedures, services, and employment policies of the District. You are responsible for becoming familiar with its contents so that you will have a basic understanding of the District's programs and policies. You are responsible for knowledge of this manual's contents and are encouraged to direct any questions you may have as to the interpretation, implementation or application to your immediate supervisor, utilizing the chain-of-command.

Some divisions or departments within the District have additional policies and procedures that are necessary for their internal operations. It is also your responsibility to become familiar with those policies, procedures and practices. Additionally, sometimes a program or benefit applies to only one division or department and therefore may not be discussed here.

This manual is based on federal and state law, District Board ordinances or resolutions, administrative policies, or agreements with employee organizations, unions, and bargaining units, all of which may change. It summarizes those source documents; it does not amend or replace them. Consequently, the District reserves the right to amend, supplement or rescind any provisions of this manual. Additional or replacement pages will be provided as they are published and shall serve to cancel or supersede prior subjects within their scope.

Please feel free to offer suggestions for improving this manual to your supervisor.

Management Rights

The California Water Code provides that the General Manager shall have the full power and authority to employ and discharge all employees and assistants at pleasure, prescribe duties of employees and assistants, and fix and alter the compensation of employees and assistants. (Section 30580.)

In order to ensure that the District is able to efficiently carry out its functions and responsibilities as prescribed by law, the District has the exclusive right to manage and direct the District services and the work force performing such services. Therefore, the following matters are not subject to the meet and confer process:

- Determine the mission of each of its operations;
- Establish the merits, necessity or organization of any service or activity provided by law;
- Direct the work of the District employees;
- Set standards of service;
- Determine the overall responsibilities of employees assigned to carry out the various operations of the District;
- Take disciplinary action;
- Take all necessary action to carry out the functions of the District in emergency situations;
- Determine the methods, means and personnel by which operations are to be conducted;
- Determine the budget and organization of the District;
- Lay off employees because of lack of work or for other legitimate reasons;
- Determine the content of job classifications;
- Expand or diminish services;

- Subcontract any work or operations that is not expressively contained in current job descriptions allocated to employee bargaining units;
- Determine the size and composition of the work force and determine work assignments;
- Establish and change work schedules and assignments;
- Establish the days and hours when employees shall work;
- Establish reasonable work and safety rules and regulations in order to maintain efficiency and economy desirable in the performance of District services;
- To hire, promote, demote, transfer, terminate, classify, and reasonably accommodate qualified employees within the District; and
- Take appropriate action it deems necessary in an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this manual and then only to the extent such specific and express terms are in conformance with law.

YVWD General Employee Bargaining Unit

The Board of Directors recognizes the International Brotherhood of Electrical Workers (IBEW), hereinafter referred to as the Union, as the exclusive bargaining body representing the general classification employees. The Union is the recognized group for exclusive rights to meet and confer on all matters pertaining to wages, benefits and working conditions for all regular employees of the District, exclusive of supervisory, management and confidential employees. Employees shall have the right to join or not to joint the Union.

YVWD Supervisory Bargaining Unit

The Board of Directors recognizes the Yucaipa Valley Water District Supervisory Bargaining Unit as the exclusive bargaining body representing the supervisory employees who are classified as supervisors.

YVWD Exempt Bargaining Unit

The Board of Directors recognizes the Yucaipa Valley Water District Exempt Bargaining Unit as the exclusive bargaining body representing the employees who are classified as exempt.

Confidential Employee Bargaining Unit

A "confidential employee" means an employee who is required to develop or present management positions with respect to meeting and conferring or whose duties normally require access to confidential information which contributes significantly to the development of such management position. Confidential employees shall be represented by the Supervisory Bargaining Unit.

END OF SECTION

YOU AND YOUR JOB

SELECTION PROCEDURES

The District is confident that as a result of the mutual selection process undertaken, your employment will prove to be beneficial to the Yucaipa Valley Water District as well as yourself and we look forward to having you join us.

We carefully select our employees through written applications, job related testing, personal interviews and reference checks. After all available information was considered and evaluated; you were selected to become a member of our team!

This selection process helps the District find and employ people who are concerned with their own personal success and the success of YVWD; people who want to do a job well; people who can carry on their work with skill and ability; and people who are comfortable with YVWD and who can work well with our team.

- A. **Employee Background Check** – The District conducts job-related background checks prior to hiring employees. A comprehensive background check may consist of prior employment verification, professional reference checks, criminal, education confirmation and/or driving record history. As appropriate, a credit check, may have also been obtained.
- B. **Credit Investigation** – Following the requirements imposed by the Federal-Truth-In-Lending and the Fair Credit Reporting Acts (a federal statute that regulates the activities of consumer reporting agencies and users of credit reports, and protects consumers from invasions of privacy by placing certain restrictions on persons who may use or disseminate credit information about consumers) the District may conduct a pre-employment credit check, generally for those applicants for positions that involve financial responsibility. Your employment with the District may be conditional upon our review of the information in the credit check. The District reserves the right to conduct this credit check at any time after you have been employed. Employees are entitled to certain legal rights to discover and to dispute or explain any information prepared by the credit checking company.
- C. **Criminal Records** – As part of the District's zero-tolerance Violence in the Workplace Policy, YVWD will conduct a pre-employment criminal check on all applicants. The criminal record is checked to protect the District's interest and that of its employees and customers.
- D. **Driver's License and Driving Record** – Employees whose work requires the operation of a motor vehicle (and employees who may drive District vehicles) must present and maintain a valid and appropriate driver's license and a driving record acceptable to our insurer. To be eligible to drive District vehicles, employees will be required to provide the District with an annual authorization for the release of driver record information consistent with the DMV Employee Pull Notice Program. The District will receive regular updates of your driving record directly from the California Department of Motor Vehicles. Any changes in your driving record must be reported to your supervisor immediately. Failure to do so may result in disciplinary action, up to and including termination.

- E. Health Examinations – Upon extension of a conditional offer of employment, the District reserves the right to require an employee's participation in a health examination to determine the employee's ability for performing his or her essential job functions. The District shall pay for all pre-employment health exams.

Physical Examinations and Fitness for Duty

The District retains the right to employ and retain persons who have physical and mental health consistent with the bona fide requirements of the position to be filled. It is further the policy of the District not to discriminate against applicants or candidates for employment because of physical or mental disabilities or medical conditions, when such disabilities can be reasonably accommodated.

- Successful candidates for initial employment, employees promoted, and employees rehired after a layoff will be required to successfully pass a physical examination prescribed by the District to ascertain if the physical or mental requirements of the position may be accomplished with or without reasonable accommodation.
- All physical examinations prescribed by the District shall be performed by a licensed physician approved and paid for by the District.
- In order to determine if job performance is impaired, the General Manager may require an employee to undergo a physical or behavioral examination at any time, with the examination paid for by the District. Upon reasonable suspicion, this examination may include drug and alcohol testing.

Fair and Equal Employment

It is the District's policy to employ, retain, promote, terminate and otherwise treat any and all employees and job applicants on the basis of merit, qualification and competence. This policy shall be applied without regard to an individual's race, religious creed, (including religious dress and grooming practices), color, national origin, ancestry, citizenship, U.S. veteran's status, ancestry, mental or physical disability, medical condition, genetic information, age, marital status ~~or,~~ sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual preference)-orientation, gender, gender identity, gender expression, or another other status protected by state or federal law. Consideration for such personnel transactions shall be based upon a bona fide occupational qualification, business necessity, and applicable security regulations.

Annual Evaluations

All employees (other than new employees serving their probationary period) shall receive annual evaluations during March of each calendar year completed by the employees' immediate supervisor and reviewed by the Department Manager prior to submittal to the General Manager.

New Employees

The first day of employment shall be considered the employee's "Hire Date" for calculations of employment seniority and benefit calculations. The "Anniversary Date" shall be the later of the "Hire Date" or the first day following a promotion for purposes of salary administration and benefit calculations. All new employees shall have their starting salary placed within the range assigned for their classification and shall be subject to a minimum one-year introductory period beginning

on the first day of employment. If necessary, the District may extend an employee's probation period for up to three more months (for a total of 15 months) for reasons of performance deficiency.

After completing the initial probationary period, an employee shall be promoted to permanent status and the employee shall be eligible for regular merit increases consistent with the other members of their bargaining group.

Promotions & Demotions

A promotion is defined as a regular change in an assigned position which encompasses a significant change in skill level, responsibility, authority and/or accountability. When an employee is promoted, he/she shall be placed upon the schedule in a new range in such a manner as to reflect a minimum 35% increase, independent of merit considerations. A promotion/demotion to a new range in the District's salary schedule shall be at the discretion and approval of the General Manager.

An existing employee being placed in a new classification as a result of a promotion shall be subject to a six-month (1040 hours of paid status) introductory period beginning at the first day of the pay period in the newly assigned classification. This date shall then be established as the employee's new Anniversary Date. In the event of an unsuccessful completion of the introductory period, as the result of a promotion, the employee shall then be returned to the range, salary, and classification previously occupied, and the "Anniversary Date" shall remain as it was prior to the promotion/demotion. In the event of an unsuccessful introductory period as a result of a demotion, additional disciplinary proceedings may be initiated.

Following the successful completion of the introductory period, the promoted/demoted employee shall receive notice stating the successful completion of the introductory period.

Reclassification of Employees

The General Manager shall make periodic studies of the classification of District staff and reclassify employees to a more appropriate classification. If an occupied position is reclassified the incumbent shall be affected as follows:

- A. To a Lower Classification. When a position is reallocated to a lower classification, the incumbent is transferred to a vacant position in the lower classification. If the incumbent's current salary is greater than the range maximum (not bonus maximum) of the lower classification, the employee will be Y-rated at his/her current salary until the salary of the lower classification is at or above the incumbent's current salary.
- B. To a Different Classification With the Same Salary Range. When a position is reallocated to a different classification with the same salary range, the incumbent shall be granted the same status in the new classification as was held in the other classification and shall be paid at the same within the range.
- C. To a Higher Classification. When a position is reclassified to a classification with a higher salary range, the incumbent is moved into the higher classification with the position, except in the circumstances prescribed below.

1. If the reclassification is based on duties and responsibilities that are substantially different in nature from the position's current classification or are not a natural progression or expansion of the current classification, then the position must be filled through a competitive selection process. If the incumbent is not successful in this recruitment process, she/he would be assigned to any vacant position in a comparable or lower class for which the employee meets the minimum qualifications or would be laid off per the provisions of District policy.
 2. In the situation described above, the incumbent may be granted temporary status in the higher-level classification until the selection process is completed.
- D. Introductory Period Following Reclassification. If an employee in the introductory period is reclassified, the employee must serve the remainder of the introductory period to attain permanent status. Employees of permanent status will not be placed in an introductory period following reclassification.

Classifications of Employment

A. Exempt and Non-Exempt Employees

All employee positions are defined as exempt or non-exempt in accordance with the provisions of the Fair Labor Standards Act (FLSA).

Non-exempt employees are covered by the overtime pay and other provisions as described in this manual and entitled to pay or compensatory time off calculated at the rate of 1-1/2 times for work performed over 40 hours within the defined workweek.

Exempt employees are ineligible for overtime pay and other employment conditions. Generally, those employees occupy executive, administrative or professional positions, and serve at the pleasure of the General Manager.

Exempt employees are not compensated on an hourly basis and leave usage is on a half-day basis. Based on the regulations provided by the Internal Revenue Service, the members of the Board of Directors shall be considered exempt employees and shall not be entitled to the overtime provisions contained herein.

B. Introductory Period and Evaluations for New Employees

All new employees shall have their starting salary placed within the range assigned for their classification and shall be subject to a minimum one-year introductory period beginning on the first day of employment. If necessary, the District may extend an employee's introductory period for up to three more months (for a total of 15 months) for reasons of performance deficiency. An introductory employee may be terminated by the District without advance notice and without cause. A written evaluation and confirmation of satisfactory completion of the introductory period must be completed by the supervisor and approved by the General Manager for the employee to gain regular status. Employees failing to successfully complete their one-year introductory period will be relieved of their duties.

Introductory employees shall be subject to a minimum of 4 evaluations during their one-year introductory period, generally provided on a quarterly basis.

Introductory employees are not eligible to use vacation (but may be eligible to use Family Leave if all guideline and requirements are achieved). During the introductory period, new employees may use regular sick leave or bereavement leave and will be paid for holidays in accordance with the provisions of this Manual and the laws of the State of California.

After completing their initial probationary period, new employees shall be promoted to permanent status and the new employees shall be eligible for merit increases.

C. Introductory Period for Promoted, Reassigned or Reclassified Employees

The assignment or reassignment of ranges and classifications within the applicable Salary Schedule resulting from appointments, reclassifications, promotions or demotions, will be at the discretion and approval of the General Manager.

An existing employee being placed in a new classification (promotions or demotions) shall be subject to a six-month introductory period beginning at the first day in the newly assigned classification. This date shall then be established as the employee's new Anniversary Date. In the event of an unsuccessful completion of the introductory period, as the result of a promotion, the employee shall then be, if feasible, returned to the position, range and salary previously occupied, and the Anniversary Date shall remain as it was prior to the promotion. In the event of an unsuccessful introductory period as a result of a demotion, additional disciplinary proceedings may be initiated.

Following the successful completion of the introductory period, the promoted, reclassified, or reassigned employee shall receive notice stating the successful completion of the introductory period.

D. Regular Full-Time Employee

A regular full-time employee is defined as an individual who has satisfactorily completed the introductory period and works a minimum of 40 hours per week on a continuous basis. An employee in this status is eligible for all employee benefits provided by the District.

E. Regular Part-Time Employee

A regular part-time employee is defined as an individual who regularly works less than 40 hours per week on a continuous basis, or less than 1,000 hours per year. An employee in this category is ineligible for employee benefits.

F. Intern Employee

An intern employee is defined as an individual who works on a periodic basis, within a limited scope or duration. An employee in this category is ineligible for employee benefits. However, per CalPERS Membership Eligibility, when a part-time employee works 1,000 hours in a fiscal year, membership into the PERS retirement system becomes effective no later than the first day of the next period after the completion of 1,000 hours or 125 days in a fiscal year. The intern employee will pay the employee portion of the retirement and the District will pay the employer share just as with full time, regular employees.

Safety equipment including work boots will be provided as listed in "Rules and Regulations/Work Boots."

G. Temporary Employee

A temporary employee is defined as an individual who works on a periodic basis, within a limited scope or duration. An employee in this category is ineligible for employee benefits. Safety equipment including work boots will be provided as listed in "Rules and Regulations/Work Boots."

Transfer and Promotion Policy

Any employee involved in a promotion, or movement, to another classification or transfer to another department shall serve a 6-month introductory period during which time a determination will be made regarding the employee's ability to perform the duties and assume the responsibilities of the new position. If it is determined at any time during the introductory period that the employee is not satisfactorily performing the duties of the new position, the employee may be returned to the position previously held, in keeping within business necessity.

Policy Against Harassment in the Workplace

The District is committed to a policy of equal employment opportunity for all applicants and employees and to providing a work environment that is free of unlawful discrimination. In keeping with this commitment, the District maintains a policy prohibiting unlawful harassment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. This policy applies to all employees, applicants, unpaid interns or volunteers, or any other person providing services pursuant to a contract with the District. Harassment includes, but is not limited to the following:

A. Verbal Harassment

Examples of verbal harassment include, but are not limited to, epithets, derogatory comments or slurs based upon race, religious creed, color, national origin, ancestry, physical condition, mental disability, medical condition, marital status, sex (including sexual preference), age, political opinion or affiliation.

B. Physical Harassment

Examples of physical harassment include, but are not limited to, assault, touching, impeding or blocking movement or any physical interference with normal work or movement when directed at an individual based upon race, religious creed, color, national origin, ancestry, physical condition, mental disability, medical condition, marital status, sex (including sexual preference), age, political opinion or affiliation.

C. Visual Forms of Harassment

Examples of visual forms of harassment include, but are not limited to, derogatory posters, cartoons or drawings (directed at an individual or present in the work area) based upon race,

religious creed, color, national origin, ancestry, physical condition, mental disability, medical condition, marital status, sex (including sexual preference), age, political opinion or affiliation.

D. Sexual Harassment

Examples of sexual harassment include, but are not limited to, any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for decisions affecting that individual, or (3) 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.

E. Resolution Procedure

An employee who believes he or she has been harassed by a co-worker, supervisor, Board member, or an agent of the District, should promptly report the facts of the incident or incidents to the General Manager or the President of the Board of Directors if the complaint is against the General Manager. An employee also has the right to file a complaint to the California Department of Fair Employment and Housing, or the Equal Employment Opportunity Commission. Upon receipt of a harassment complaint, the General Manager or the President of the Board of Directors, as appropriate, shall take prompt action to conduct a confidential and impartial and timely investigation to determine whether harassment has taken place and/or is presently taking place. The investigation will be kept confidential to the extent possible, consistent with the District's need to effectively investigate the complaint. Where found appropriate, actions shall be taken to effectively stop such behavior where it does exist. Any person who is found to condone, participate, or initiate such harassment will be disciplined, in the form of written warning, demotion, suspension or termination. No employee will be disciplined or otherwise retaliated against for initiating a good faith harassment complaint or participating in an investigation regarding a harassment complaint.

F. Disciplinary Procedure

The disciplinary action taken with respect to each violation of this policy will be determined in conjunction with the seriousness of the particular offense.

1. In the event that a thorough investigation of an alleged incident of harassment reveals that an employee has not engaged in any actions or conduct constituting harassment, management will inform both the employee and the complaining party that a thorough investigation has been conducted and that there exist no grounds or basis to substantiate the alleged harassment.
2. In the event that a thorough investigation of an alleged incident of harassment reveals that an employee has engaged in actions or conduct constituting harassment, progressive disciplinary action will be taken up to and including termination depending upon the seriousness of the violation. Disciplinary actions may range from written warnings, suspensions, demotion, discharge, etc., or a combination of actions.
3. In any case where an investigation has revealed that an employee has engaged in either egregious or repeated acts of harassment, the employee may be subject to immediate termination.

The General Manager will document all matters related to complaints of alleged harassment, including contents of meetings, interviews, results of investigations, and all other actions attendant to the allegation. ALL documentation must be maintained for all charges, substantiated or unsubstantiated, in CONFIDENTIAL, SEALED FILES, at the District office or in the offices of its investigative agent.

Following an investigation and the completion of appropriate corrective measures, management will advise the complaining party that a thorough investigation has been conducted and that appropriate corrective action has been taken by management.

Discrimination

Equitable access to programs, services and activities of the District shall be provided to qualified disabled persons, consistent with the concepts of reasonable accommodation and of business necessity.

There shall be no discrimination on the part of the District or the Employee's Association because of the race, ancestry, medical condition, genetic information, marital status, gender, gender identity, gender expression, creed, color, sex (including sexual preferenceorientation), age, national origin or political or religious belief, physical/mental condition, or military or veteran status of any employee or applicant. Sensitivity training is available for all departments and can be scheduled through Administration.

END OF SECTION

MONEY MATTERS

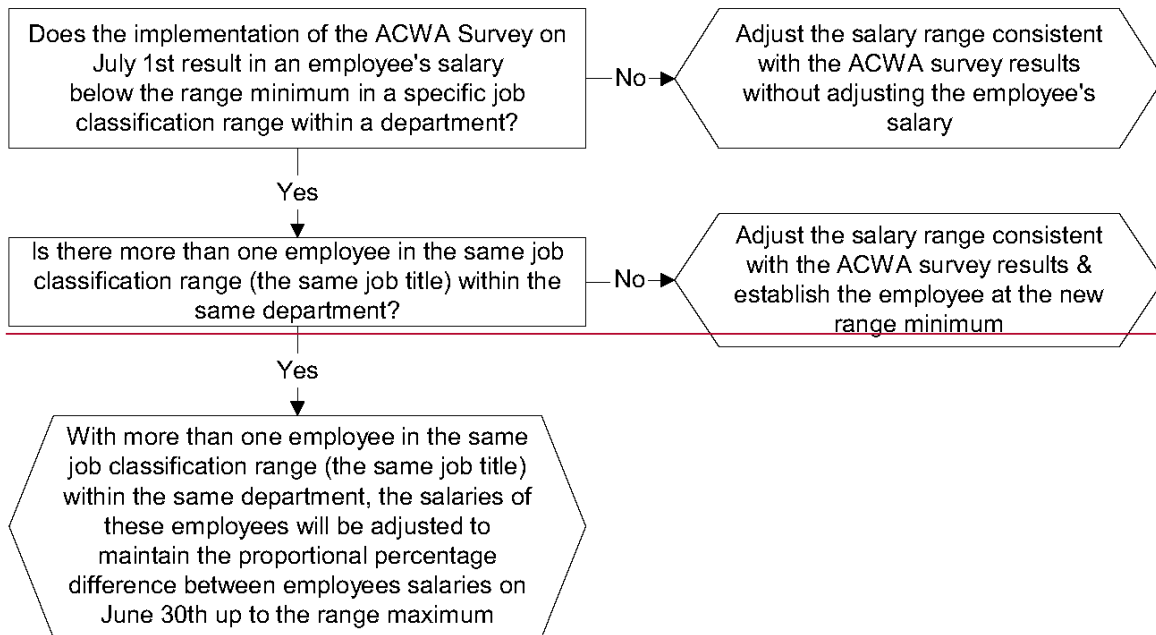
Pay Periods

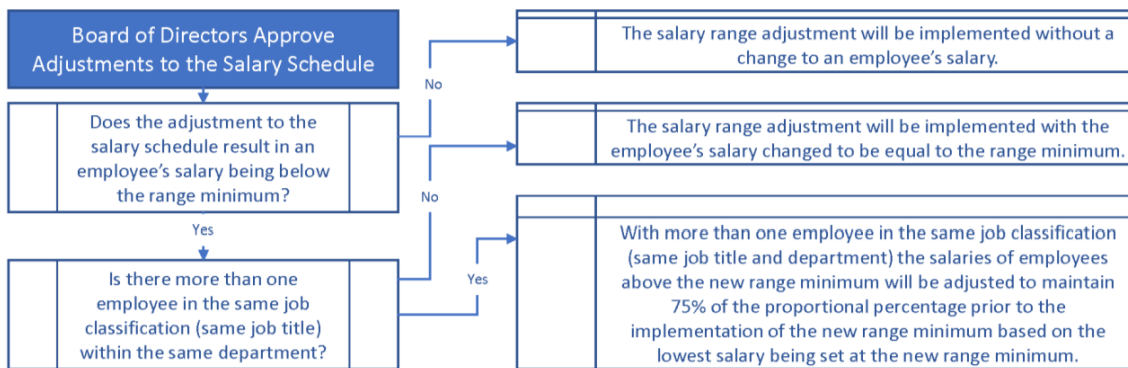
Pay periods in the District are 2 weeks in duration and end each alternate Sunday at 12 midnight. Payment for each pay period is made on the Friday following the end of each pay period. The amount payable is determined by multiplying the monthly salary times 12 and dividing by 26.

Hours worked in excess of 40 hours each week are compensated in accordance with the District's overtime policy for non-exempt employees.

Salaries

The salaries of all regular employees are established and approved by the Board of Directors. A copy of the most recently adopted salary schedule is included in this manual. ~~Implementation of the ACWA Salary Survey or an equivalent salary survey shall be conducted as follows:~~





Mandatory Deductions from Paycheck

The District is required by law to make certain deductions from your paycheck each time payroll is prepared. Among these are your federal, state income taxes, California State Disability Insurance (EDSDI), and your contribution to Social Security (FICA and Medicare) as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 form from the payroll representative immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be itemized on your check stub whenever the District is ordered to make such deductions.

Automatic Payroll Deposit

All new employees will be enrolled in the District’s automatic payroll deposit program. Automatic Payroll Deposit is the automatic deposit of your pay into the financial institution account(s) of your choice. Each employee can arrange to have up to three different automatic deposits debited from their payroll check. Contact the District’s payroll representative for details and the necessary authorization forms.

Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, notify the payroll representative immediately. Undue delay in notification may impede the making of an adjustment. The District’s payroll representative will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

Overtime

All overtime work must be authorized in advance of work by the employee's supervisor. All hours worked by a non-exempt employee in excess of 40 hours in the designated workweek shall be classified as overtime hours and will be compensated at one and one-half times the employee's regular rate of pay. Paid leave hours, with the exception of sick leave, will be included in the calculation for determination of a 40-hour workweek. Benefits are based upon a 40-hour work week, and overtime hours will not change or otherwise modify benefits or benefit accrual rates.

Unless indicated by the employee and approved by the supervisor at the time the overtime hours are worked, all overtime hours earned will be automatically paid in the next pay period. All overtime hours earned in excess of the 40 hours will be automatically paid in the next pay period. Hours physically worked in excess of 8 hours per day (or 10 hours per day) shall be paid at 1-1/2 times the employee's regular rate of pay.

Non-exempt employees accruing in excess hours of the standard workweek may, at the discretion of their supervisor, exchange such accrued excess hours in the form of compensatory time -- that is time off with pay. Employees shall log such excess hours with their supervisor. Such compensatory time may be used subject to the needs of the District at a 1-1/2 rate per one hour of overtime worked, not to exceed an accrual of ~~4080~~ hours of compensatory time without the permission of the General Manager.

Non-exempt employees can accrue up to a maximum of ~~4080~~ hours of compensatory time per year after which it shall be automatically paid as specified above. The calculation of the annual period shall begin on November 1st of each year and end on October 31st. Any unused accrued compensatory time on October 31st shall be paid on or before November 30th at the employees' current rate of pay.

An employee can use compensatory time off where: (1) the employee voluntarily requests the time off in writing; (2) such time is used during regular work hours; and (3) the employee's supervisor approves the request for time off;

Salary Review Policy

Job descriptions have been prepared which define typical duties (essential and marginal) that an employee is expected to perform in each classification. They are not intended to limit the work which may be performed as other tasks may be assigned that are similar to but not exactly as that task an employee is normally expected to do. Departmental duty statements may further define work requirements. Additionally, since the District work force is limited, extenuating circumstances may dictate an employee's performance on occasion in new endeavors, owing to emergencies, or efficient use of existing work force.

All positions in the service of the District are evaluated according to their relative worth. Positions that are similar in type of work, level of difficulty, and level of responsibility are grouped together in the same class. All positions in the same class are treated alike in such matters as salary and minimum qualifications.

The General Manager and supervisors will review job duties periodically to determine if a position has changed substantially. Should such a change occur, the position will be re-evaluated and may be reclassified accordingly.

Periodically the District may conduct a salary and classification study to assure comparability within the industry.

Performance Evaluations

All employees' work performance shall be subject to supervisory review at any time with a formal evaluation at least once each year, according to a schedule established by the General Manager. Currently, annual evaluations for all regular employees shall be completed during March of each year.

Merit Increases

Employees become eligible for merit salary increase consideration until they reach the top of their respective salary range (Control Point). Each employee is able to receive a merit increase within their individual classification range, which extends from 80% minimum to 100% (Control Point), with an additional 5% for exceptional performance.

The merit salary increases shall be established at 0% to 6%. In accordance with established negotiated practice, evaluations will be completed in March of each contract year and any merit increases based thereon shall be effective April 1st of each contract year.

Holiday Pay

For the purpose of this article, holidays are those days designated in the "Time Off" section of this manual. Any employee required to work on a recognized holiday shall receive payment for hours actually worked at a rate of 1-1/2 times the employees' regular rate of pay plus 8 or 10 hours (as determined by their regular schedule) holiday pay at straight time (as determined by their regular schedule). If a holiday occurs on the employee's scheduled day off, that day is still considered to be a day off, and the employee receives the accrued holiday leave as part of their leave balances.

Employees are not entitled to holiday pay if they extend a holiday by an unexcused absence on the last regular day before or the next regular workday after a holiday at your supervisor's discretion. All holiday leave accrued must be approved and utilized by December 31st of the same year.

An employee on a non-paid status the day before and/or after a holiday(s) shall not be entitled to holiday compensation.

Employees on an approved medical or temporary military training leave of absence or on leave for a job-related injury or occupational disease shall be paid holiday pay as provided above. Employees on jury duty shall be paid holiday pay as provided above for a holiday observed during the period of jury duty service. Employees on other types of leave shall not be eligible for holiday pay during the duration of their leave of absence.

Standby Duty

A. General Regulations

Standby duty is an assignment of responsibility that includes routine computerized monitoring and requires individuals to remain available by telephone or District communications equipment to respond rapidly (in keeping with departmental standards) to emergency calls after the regular workday, on holidays, and on weekends.

The assignment is of 24 hours duration, normally from 12 noon to 12 noon MondayTuesday through ThursdayFriday. The weekend assignment is from 12 noon Friday to 12 noon MondayTuesday. The supervisor will establish the work schedule for each employee assigned the duty and may grant exchanges or waiver of duty for documented justifiable reason. Employees so assigned are authorized to use the duty truck provided by the District only for District business.

Field employees subject to be assigned this duty are those ~~who have completed their introductory period~~ within their department who meet the following minimum certification requirements as listed below unless otherwise authorized by the General Manager.

- Public Works – Water Distribution Certification – D3 and Collection System Certification – Grade 1
- Water Treatment – Water Treatment Certification – T3
- Sewer Treatment – Wastewater Operator Certification – Grade III

In the event a standby duty truck is not available to be driven home, the personnel on standby will not be eligible for mileage reimbursement to and from the District. The costs associated with personal vehicle expenses and telephone expenses, as well as other related costs, are included in the standby rate of pay.

B. Pay Regulations

The base rate for standby duty shall be equal to the hourly rate of pay of the employee on call pursuant to the table below.

Description	Rate of Pay Information
Water and Sewer Operations Departments	Three regular hours daily, which includes 1 hour of computer monitoring and process adjustments. Additional computer monitoring will only be paid with prior approval from a Supervisor.
Public Works and Environmental Control Departments	Two hours daily, which includes 1 hour of computer monitoring and process adjustments. Additional monitoring will only be paid with prior approval from a Supervisor.
Employee Scheduled Non-Workday	Four hours daily, which includes 1-1/2 hours of computer monitoring and process adjustments. Additional monitoring will only be paid with prior approval from a Supervisor.
Emergency Call Response	Extra compensation in the event assigned employee responds to a call shall be 1-1/2 times the employee's regular hourly rate for time worked in response to a call, with a minimum of 1/2 hour.

Class A Driver's License Bonus

District employees that possess a commercial Class A driver's license shall receive an annual bonus payment of \$750 in January of each calendar year for maintaining their Class A driver's license endorsement for the remainder of the calendar year.

Backflow and Cross-Connection Certifications Bonus

District employees that possess the following four certifications shall receive an annual bonus payment of \$1,250 in January of each calendar year for maintaining the following four certifications:

- Cross-Connection Specialist Certification - AWWA
- Backflow Tester Certification - AWWA
- Backflow Tester Certification - Riverside County Department of Environmental Health
- Backflow Tester Certification - San Bernardino County Department of Environmental Health

10-Hour Workday

The 10-hour workday policy ~~has been designed to allow an alternative schedule for full-time employees to work a (40-hour work week (or, 80-hours eachhour pay period). The implementation of this schedule will necessitate)~~ applies to District employees based on achieving the following:

- All operational requirements of the District are met;
- Service to the customer must be maintained or ~~improved~~enhanced;
- Costs to the District will not be increased;
- Each department must be covered during the normal business hours during the five-day workweek; ~~(Monday-Friday)~~;
- The 10-hour workday schedule will not diminish the ability of the District to assign responsibility and accountability to individual employees for the provision of services and performance of their duties.

~~Upon approval by the District Manager and a departmental supervisor, a full-time employee under the provisions of this policy will have a basic work requirement of eight 10-hour days within an 80-hour biweekly work period consistent with District payroll cycle. Time off during an employee's basic work requirement must be charged to the appropriate leave category (such as vacation, sick leave, compensatory, etc.) according to the work schedule; 10 hours leave for a 10-hour workday.~~

For holidays, the following policies will be followed:

- A full-time employee who is relieved from working on a day designated as a holiday is entitled to basic pay for 10 hours.
- If a holiday occurs on the employee's regularly scheduled day off, ~~that day is still considered to be a day off, and~~ the employee receives ~~another day off on the next scheduled workday to observe the~~accrued holiday leave as part of their leave balances.

When an employee is required to work on the employee's ~~fixed~~scheduled day off or beyond the 10-hour workday, normal ~~compensatory time and~~ overtime provisions shall apply.

In training and/or travel instances, supervisors must ensure that employees complete their 80-hour workweek requirement. This may require employees to revert to a temporary workday schedule for that period of time – at ~~your~~the supervisor's discretion.

The District provisions related to earning sick, vacation leave, and other types of leaves have as a frame of reference the 8-hour day with the result that the provisions are stated in terms of "days". Such references to day or workday (or to multiples or parts thereof) shall be considered to be references to 8 hours. The implementation of a compressed work schedule is not intended to either decrease or increase any employees existing entitlement to leave or creditable service for retirement purposes.

8/6 Work Schedule

Upon approval by the General Manager, an employee may be required to work a basic schedule of eight, 10-hour days within an 80-hour biweekly work period consistent with District payroll cycle. Time off during an employee's basic work requirement must be charged to the appropriate leave category (such as vacation, sick leave, compensatory, etc.) according to the work schedule; 10 hours leave for a 10-hour workday.

Schedule/Schedule Change

The District Main Office is open Monday through Friday 8:00 a.m. – 5:00 p.m.

Administration/Office Employees:

Employees will be scheduled to work a 10-hour workday on either a Monday-Thursday schedule or a Tuesday-Friday schedule with a 30-minute lunch, ensuring there is sufficient coverage Monday-Friday at the discretion of the General Manager. Administration/Office employees have the option of an 8-hour workday schedule Monday-Friday with a 30-minute lunch.

Public Works Employees:

The majority of employees work a 10-hour workday, on a Monday-Thursday with a 30-minute lunch. There will be a portion of the Public Works staff scheduled to work a 10-hour workday on a Tuesday-Friday schedule with a 30-minute lunch to ensure sufficient coverage Monday-Friday at the discretion of the General Manager.

Integrated Operations Employees:

The District intends to maintain eight (8) Integrated Operators scheduled on the 8/6 schedule. This is a 10-hour workday with a 30-minute lunch period.

All other Operators work a 10-hour workday, on either a Monday – Thursday or Tuesday – Friday schedule with a 30-minute lunch, ensuring there is sufficient coverage Sunday-Saturday at the discretion of the General Manager.

Emergency Appointments

Generally, due to unforeseen circumstances, there may be times when employees are required to substantially fulfill the work responsibilities associated with individuals in higher classifications. The General Manager will make the determination of when such a condition exists.

When an emergency appointment is necessitated, the employee(s) who are involved will be appointed to a higher classification and may be compensated as follows:

- A. Their rate of pay may remain unchanged during the first 60 working days of such an assignment.
- B. After 60 continuous days of such temporary assignment, they shall be paid at the minimum wage level of the higher classification or at a rate 5 percent greater than their current rate, whichever is more.
- C. In no case shall employees be paid at a rate in excess of the Control Point of the salary range for the position to which they are temporarily assigned.
- D. There is no change in the employee's Anniversary Date as a result of the appointment.

Director Fees

The members of the Board of Directors shall be compensated at a rate specified by Resolution per meeting for a maximum of ten meetings per month. Each Director shall be responsible for submitting a summary of his or her monthly meetings on a District provided form by the fifth day of the following month. Once received by the District, the meeting form will be processed for payment. Directors are paid once per month, on the first regular payroll check processed each month.

END OF SECTION

BENEFITS AND RETIREMENT

Medical, Dental and Vision Insurance

The District contributes a fixed amount per employee per month per bargaining unit MOA. This amount is to be used toward employee premiums for medical, dental and vision insurance. All employees shall be required to maintain a minimum level of medical insurance for the employee through the District’s current medical plan. A spouse and other family members shall be covered under the District’s medical plan at the option of the employee with changes only made during open enrollment or at other times allowed by the District’s medical plan in effect at the time. Any excess of District fixed contribution shall be applied to individual deferred compensation. Premiums requiring payment of more than the fixed amount are the responsibility of the employee.

The medical, dental and vision benefits, including but not limited to eligibility, scope of coverage and limits of reimbursement, are subject to change in keeping with carrier policies, market conditions, negotiations and business necessity.

Medical Insurance Premiums

- A. General Employees: The District shall contribute a monthly amount equal to the average (except for Health Net Salud y Mas) of the single employee, employee plus spouse, employee plus family plans [DM 18-024]. Below are the premiums for the 2019 calendar year:

2019 Calendar Year Health Benefit Contribution – General Employees	
Single	\$ 675
Employee +1	\$ 1,350
Family	\$ 1,755

- B. Supervisory Employees: The District shall contribute an equal financial contribution utilizing a factor of 1.30 applied to the average premium of medical providers except for Health Net Salud y Mas [DM 18-025]. Below are the premiums for the 2019 calendar year:

2019 Calendar Year Health Benefit Contribution – Supervisory Employees	
Single	\$ 1,638
Employee +1	\$ 1,638
Family	\$ 1,638

- C. Exempt Employees: The District shall contribute a monthly amount equal to the average (except for Health Net Salud y Mas) of the single employee, employee plus spouse, employee plus family plans [DM 18-123]. Below are the premiums for the 2019 calendar year:

2019 Calendar Year Health Benefit Contribution – Exempt Employees	
Single	\$ 675
Employee +1	\$ 1,350
Family	\$ 1,755

Dental Insurance Premiums

A. General, Supervisory and Exempt Employees: The District shall contribute a monthly amount equal to the average of the single employee, two-party employee, family employee plans. Below are the premiums for the 2019 calendar year:

<u>2019 Calendar Year Dental Benefit Contribution – All Employees</u>	
<u>Single</u>	<u>\$ 35</u>
<u>Two-Party</u>	<u>\$ 71</u>
<u>Family</u>	<u>\$ 92</u>

Group Disability Plan

The District provides all regular full-time employees a fully paid disability insurance plan for extended illness or disability. The benefits provided under the group coverage purchased by the District include a short-term plan provided through the State of California's S.D.I. program (Employees should consult the California State Disability Insurance brochure for details and conditions of coverage), and a long term private insurance plan providing 66-2/3% of salary (maximum benefit \$3,333/month) beginning after one year of disability and continuing to age 65. As with all benefits, this is subject to change/modification.

Group Life Insurance

The District maintains in full force and effect term life insurance coverage on all active, regular full-time employees only; this plan does not cover retirees or inactive employees.

A District paid \$65,000 life insurance policy exists with Nippon Insurance Company for employees, \$10,000 for spouses and \$5,000 for dependents. The following rules apply for dependent coverage:

- A dependent child up to the age of 21;
- A dependent child up to the age of 23 who is a regular full-time student at an accredited education institution; and
- No coverage is provided if (1) the dependent child/spouse is a full-time member of the armed forces of any country; (2) the dependent child is married; and (3) the dependent spouse becomes divorced from you.

Group Vision Plan

The District makes available a vision care plan with the premium for such insurance due payable by each employee unless there is sufficient unused allowance available from the District's medical, dental and vision contribution.

Retirement Plan

The District has a Retirement Plan through the Public Employees' Retirement System (PERS) to provide eligible employees (those who have completed sufficient service) with a monthly pension

benefit upon retirement. All regular full-time employees are eligible to participate in the Retirement Plan. Participation in the Plan begins on your date of hire.

Classic PERS unit members shall be responsible for paying the employee portion of the PERS retirement contribution (currently 7%), effective February 26, 2018 [DM 18-024, DM 18-025 and DM 18-026].

Consistent with the Public Employees' Pension Reform Act of 2013, new members entering the Public Employees' Retirement System after January 1, 2013, shall contribute 8% of his/her gross salary to pay for the retirement benefits offered by PERS. A new member includes: (1) a new hire who is brought into PERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system; (2) a new hire who is brought into PERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system; or (3) a member who established PERS membership prior to January 1, 2013, and who is hired by a different PERS employer after January 1, 2013, after a break in service of greater than six months.

Upon retirement or death, the District will pay up to 100% of the accrued sick leave to the employee or the employee's beneficiary depending on the years of service based on the following schedule:

Number of Years of Continuous Service to the District	Amount of Sick Leave Paid to Employee (or Beneficiary upon death of employee)
Up to Ten (10) Years	50%
Ten (10) to Fifteen (15) Years	60%
Fifteen (15) to Twenty (20) Years	70%
Twenty (20) to Twenty-Five (25) Years	80%
Twenty-Five (25) to Thirty (30) Years	90%
Thirty Years (30) or Greater	100%

Retirement shall be generally defined as a separation from District service, as governed by the contracts between the Board of Directors and the Board of Administration of the Public Employees Retirement System, by virtue of the employee's/retiree's actual or pending receipt of a regular retirement annuity.

Retirement Health Coverage

The District pays retired employee's medical premium until the age of 65 with the requirement that the employee is vested with 10 years of regular, uninterrupted service and is at least 55 years of age at retirement. Employees retiring to a location not honoring the District's current plan shall receive the equivalent dollar amount of the "Employee only" premium for use toward an employee selected health plan.

This retirement health coverage will not be available for employees hired after July 1, 1999 [DM 99-008].

Flexible Spending Accounts

The Yucaipa Valley Water District offers Flexible Spending Accounts (FSA) to set up through a cafeteria plan. An FSA allows an employee to set aside a portion of earnings to pay for qualified

expenses as established in the cafeteria plan, most commonly for medical expenses but often for dependent care or other expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in payroll tax savings. One significant disadvantage to using an FSA is that funds not used by the end of the plan year are lost to the employee, known as the "use it or lose it" rule.

AFLAC Supplemental Plans

The Yucaipa Valley Water District offers AFLAC Supplemental Plans which provide a full range of worksite services and payroll-deducted insurance policies offered on a voluntary basis. AFLAC offers policies that are pre-tax eligible and are portable and guaranteed-renewable.

COBRA Benefits

Under Federal law, known as the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), most employers sponsoring group health plans ("Plan") are required to offer employees and their eligible dependents the opportunity for temporary extension of health coverage (called "continuous coverage") at group rates in certain instances where coverage under the plan would otherwise end. This portion of the Personnel Manual is intended to inform you in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law. Both you and your dependents should take the time to read this portion of the Personnel Manual carefully.

If you are an employee covered by the District health insurance plan, you have the right to choose continuation coverage for yourself if you lose group health coverage for any of the following reasons:

- The hours of your employment were reduced; or
- Your employment with the District ends for any reason other than your gross misconduct.

If you are a spouse of an employee covered by the District health insurance plan, you have the right to choose continuation coverage for yourself if you lose group health coverage for any of the following reasons:

- The death of your spouse;
- A termination of your spouse's employment with the District for any reason other than gross misconduct;
- Spouse's reduction in hours of employment with the District;
- Spouse's change to a non-benefits eligible position;
- Divorce or legal separation from your spouse; or,
- Your spouse becomes entitled to Medicare.

If you are a dependent child of an employee covered by the District's health plan, you have the right to continuation coverage if group health coverage under the District plan is lost for any of the following reasons:

- The death of the parent;
- The termination of the parent's employment with the District for any reason other than gross misconduct;
- Parent's reduction in hours of employment with the District;
- Parent's change to a non-benefits eligible position;

- Parent's divorce or legal separation;
- The covered parent becomes entitled to Medicare; or
- You cease to be a "dependent child" under the Plan, due to age and/or student status change.

Under the law, the employee or a family member must inform the District of a divorce, legal separation, or a child losing dependent status under the District's medical plan within 60 days of such event. If the District's payroll representative does not receive notice within that 60-day period, the dependent will not be entitled to choose continuation coverage.

When the District's payroll representative is notified that one of these events has happened, you will in turn be notified of your right to choose continuation coverage. Under the law, you have 60 days from the later of the date you would lose coverage because of one of the events described above or the date you receive your COBRA Notice, to inform the District's payroll representative that you wish to elect continuation coverage.

If you do not choose continuation coverage, your group health insurance will end as of the date coverage would cease as a result of the qualifying event.

If you choose continuation coverage, the District is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or family members. If coverage under the Plan is changed for active employees, the same changes will be provided to individuals purchasing continuation coverage. You will be provided with notification of any plan changes. In the event that a child is born to you or placed in your home for adoption during your period of COBRA coverage, the child shall be a qualified beneficiary and may be covered immediately so long as you have informed the appropriate carrier(s) within 30 days.

The COBRA law lists specific times when continuation coverage may be terminated. The terminating events that follow are the only times when an employer may cancel COBRA coverage and be in compliance with the law. Coverage may be cancelled at the earliest of the following:

- Eighteen months from the event date for individuals whose coverage ended because of a termination or reduction of hours.
- Twenty-Nine months from the event date for individuals whose coverage ended because of a termination or reduction of hours, and the continuation coverage was extended due to a Qualified Beneficiary's Social Security disability determination.
- Thirty-Six months (for spouse and dependents only):
 - From the event date for individuals whose coverage ended because of the death of the employee, divorce/legal separation, a dependent child ceasing to be a dependent or the employee's Medicare entitlement.
 - From the date of the employee's Medicare entitlement (where insurance coverage is not lost) that precedes a termination or reduction of hours by 18 months or less.

The law also provides that your continuation coverage may be discontinued for any of the following reasons:

- The District no longer provides group health coverage to its employees;
- The premium for your continuation coverage is not paid in a timely fashion;
- You have been covered under another group health plan which either contains no pre-existing conditions limitations or contains such a limitation which you have satisfied with proof of credible coverage;

- You become entitled to Medicare; or,

In the case of the 11-month extended coverage due to disability, that coverage will be terminated as of the first month that starts at least 30 days after a final determination under the Social Security Act, that you are no longer disabled.

You do not have to prove evidence of insurability to choose continuation coverage. However, under the law, you will be required to pay the group rate premium (both employee and employer portion) plus a 2% administration fee for your continuation coverage. You will have a grace period of 45 days from the date of your election of COBRA coverage to pay any retroactive premium for the period from the date continuation coverage starts until the date you choose continuation coverage; and you will have a grace period of 30 days to pay any subsequent premiums.

Deferred Compensation

The District offers employees the ability to voluntarily participate in one of two 457(b) deferred compensation programs. The two programs are administered by VOYA Financial Services and the California Public Employees' System (CalPERS).

Based on the rules and regulations of the 457(b) programs, employees are eligible to contribute to deferred compensation in a number of different ways.

- A. Payroll Deduction – One opportunity for contributing to the deferred compensation program is through a payroll deduction. The District's payroll representative has additional information on the amount of contribution that is allowed under this provision.
- B. Allocation of Unused Medical, Dental and Vision Contribution – As discussed above, the District contributes a fixed monthly amount to employees and directors for medical, dental and vision benefits. An unused portion of this fixed contribution by the District can be applied to deferred compensation. If the unused portion of the medical, dental and vision benefit exceeds the maximum allowable contribution to the deferred compensation program made by the employee, or if the employee is equal to or greater than 65 years old, the employee may elect to receive the balance of the unused medical benefit in cash. In order for the employee to receive the remainder of the unused benefit in cash, the employee must make, or has attained, the maximum allowable monthly and/or annual contribution to the District's 457(b) deferred compensation program. The District's payroll representative has additional information on the amount of contribution that is allowed under this provision.
- C. Conversion of Accrued Sick Leave to Deferred Compensation – District employees with an excess of 400 hours of sick leave are also eligible to convert sick leave based on the maximum contribution amounts allowed by the 457(b) regulations. At no time can an employee contribute sick leave hours to deferred compensation with a balance of sick leave below 400 hours. The District's payroll representative has additional information on the amount of contribution that is allowed under this provision [DM 13-081, DM 13-083 and DM 13-084].
- D. Conversion of Accrued Sick Leave to Medical Premiums – District employees with an excess of 400 hours of sick leave are also eligible to convert sick leave up to 8 hours per month at the employee's current hourly rate of pay as a contribution to medical premiums.

The conversion of accrued sick leave shall not exceed the dollar difference between the total family medical premium and the amount of medical premium contributed by the District. At no time can an employee contribute sick leave hours for additional medical premiums with a balance of sick leave below 400 hours. The District’s payroll representative has additional information on the amount of contribution that is allowed under this provision [DM 13-081, DM 13-083 and DM 13-084].

E. Employer Contributions and Matching Funds to Deferred Compensation – The District shall contribute per the Bargaining Unit MOA per pay period on behalf of covered employees. This employee deferred compensation contribution shall be applied to the employee’s deferred compensation account first, thereby allowing employees to receive any remaining unused medical, dental or vision benefits in the form of cash as provided in Paragraph B above ~~[DM 12-082, DM 12-083 and DM 09-060].~~

1. General Employees: The District currently contributes a matched amount per payroll period up to \$125. The District will increase that matched contribution in future years as listed below.

<u>General Employee Group</u>	<u>Employer Contribution</u>	<u>Match Required</u>
<u>General Employees Effective 7/1/2019</u>	<u>\$125150 per pay period</u>	<u>Yes</u>
<u>Supervisory Employees Effective 7/1/2021</u>	<u>See below \$175 per pay period</u>	<u>Yes</u>
<u>Exempt Employees Effective 7/1/2023</u>	<u>See below \$200 per pay period</u>	<u>NoYes</u>

1.2. Supervisory Employees: The District will contribute a matched amount per payroll period based on the annual Internal Revenue Code 457(b) Contribution Limit multiplied by a factor of 0.014. The annual Internal Revenue Code 457(b) shall not include catch up provisions. At no time shall the calculated dollar amount per pay period increase by more than \$15 per employee after January 1, 2013.

1.3. Exempt Employees: The District shall adjust the deferred compensation contribution to non-overtime eligible Exempt Employees as follows: 67% of the maximum contribution amount for individuals under 49 years not to exceed and annual adjustment of more than \$20.00 per payroll period each year.

The method of deferred compensation contribution in Section B discussed above also applies to the Board of Directors.

Workers' Compensation

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you from an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness which is directly related to performing your assigned job duties. The District pays for this job-injury insurance. If you cannot

work due to a job-related injury or illness, Workers' Compensation insurance pays your injury related medical bills and provides a portion of your income until you can return to work.

Consistent with District practice, the difference between the daily amount of salary supplemented by Workers' Compensation benefits and your regular full salary may be assessed against your accrued sick leave, at the appropriate hourly rate to make your salary whole. You may elect to pro-rate other available leaves (i.e. compensatory time, vacation leave, et cetera) in the event that your personal sick leave has become exhausted.

All injuries or illnesses arising out of the scope of your employment must be reported to your supervisor immediately. Prompt reporting is the key to prompt benefits. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight.

Although the District will pay for the time lost because of a work-related accident during the remainder of the normal workday in which the accident occurs, Workers' Compensation payments for lost wages aren't made for the first 3 calendar days. However, if you're hospitalized or off work more than 14 calendar days, payments will be made even for the first 3 days.

Employees returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must bring a doctor's clearance for returning to work.

Unemployment Compensation

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with the District. Eligibility for Unemployment Compensation is determined by the Division of Unemployment Insurance of the State Department of Labor. The District pays the entire cost of this insurance program.

Unemployment compensation is designed to provide you with a temporary income when you are out of work through no fault of your own. For your claim to be valid, you must have a minimum amount of earnings determined by the State, and you must be willing and able to work. You should apply for benefits through the local State Unemployment Office as soon as you become unemployed.

Social Security

The United States Government operates a system of mandated insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your wages to the trust fund from which benefits are paid. As your employer, the District is required to deduct this amount from each paycheck you receive. In addition, the District matches your contribution as mandated, thereby paying approximately half of the cost of your Social Security benefits. Your Social Security number is used to record your earnings. Employees are encouraged to protect your Social Security record by ensuring your name, address, and Social Security number on your W-2 Form are correct. You may also want to make sure your earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by calling 1-800-772-1213 or you may even access them on-line at www.ssa.gov.

END OF SECTION

SAFETY ISSUES

General Safety

Employee safety is of utmost concern and each employee is expected to exercise safe work practices for his/her own benefit and the benefit and welfare of his/her co-workers. Responsibility for each employee's safety rests with each individual, and where unsafe work practices or work conditions exist, employees shall notify their supervisor immediately. Each department will hold safety meetings among employees regularly and records kept of the subject matter discussed and those in attendance. Employees injured on the job in the course of their duties shall notify their supervisor immediately or within 24 hours so that proper documentation can be provided.

The District strongly encourages you to communicate with your supervisor regarding safety issues.

What to Do If You Are Injured at Work

District employees are covered under the Workers' Compensation Laws of the State of California. These laws are intended to provide employees with medical care and treatment for injuries sustained in the course of their work. The Workers' Compensation Fund will also provide weekly benefits to those employees who are unable to work due to job-related illness or injury.

In order to be eligible for and receive benefits, the Workers' Compensation fund requires that certain steps be taken, and certain documents be filed. In conjunction with their requirements, the District also has certain requirements that must be met in order for the employee to receive benefits.

The following steps must be followed in order for injured employees to be covered in a timely and efficient manner. The establishment of these steps constitutes the written policy of the District, and failure on the part of an injured employee to follow these steps may be cause for disciplinary action up to and including termination. Moreover, pursuant to law, an injured employee who fails to properly notify his/her employer of a work-related injury may forfeit benefit entitlement.

- A. Every work-related injury/illness, no matter how minor must be reported **immediately** to your supervisor. If unable to locate your supervisor, report to the payroll representative.
- B. If the injury/illness is not an emergency, the supervisor will send the employee to the payroll representative. The payroll representative will give the employee a U.S. Healthworks Medical Group – San Bernardino Treatment Authorization Form located at 599 Inland Center Drive, Suite 105, San Bernardino, California. All injured employees, unless it's an emergency, should report to this facility regardless if it's after hours or weekends. The clinic is open 24 hours, 7 days a week, including holidays. If the injury/illness is an "emergency", please call 911 immediately or report to the nearest emergency facility.
- C. The payroll representative will also give the employee the following forms for completion:
 1. Employee's Claim for Worker's Compensation Benefits (SCIF 3301/DWC Form)
 2. Your Guide to Worker's Compensation (pamphlet #13710)

3. Incident Notification Form (in-house form to be completed by the injured employee)
- D. If the injury occurs after hours or on a weekend, the employee must report the incident immediately to his/her supervisor and the payroll representative on the first business day following the injury. Do not hesitate to contact your supervisor at home after normal business hours.
- E. The payroll representative is responsible for the processing of the required documents to the District's Workers' Compensation carrier.

Different injury situations will require different actions by the injured employee, and the following situations are presented separately so that you, as an injured employee, know what to do.

Work Place Violence

Violence in the workplace will not be tolerated. The following definitions are an important part of this policy:

- A. Act of Violence - The deliberate exertion of force against the person or property of an individual or group of individuals so as to cause physical injury or emotional harm to the targeted individual(s) or to third parties or result in damage to property.
- B. Threat of Violence – The threat by speech or overt action, to engage in an act of violence as defined above. An expression of intent to cause physical harm.
- C. Physical Attack – An aggression resulting in physical harm.
- D. Harassment – The act of someone creating a hostile environment through unwelcome words, actions, or physical contact not resulting in physical harm. Examples include, but are not limited to, physical abuse, sexual assault whether completed or attempted, battery, vandalism, arson, menacing and stalking.

The District encourages employees to report all incidents of violence in the work place. Incidents of threats, harassment, and other aggressive behavior should be immediately reported to a District supervisor.

Reporting Safety Issues

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor. If you or another employee is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, a Supervisor and Employee Report of Accident Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. See the prior section of this manual on "What to Do If You Are Injured At Work".

Entering and Leaving the Premises

At the time you are hired, you will be advised about the proper entrances and exits for employees, as well as unauthorized areas, if any. Employees should not be in District work areas except for their regularly scheduled or overtime shifts or attendance at a District authorized meeting. For insurance purposes, unescorted or unauthorized visitors in our facilities are prohibited. If you are expecting visitors, such as clients, customers or friends, please notify your supervisor. Certain employees are authorized to arm and disarm the building alarms. If so, you will be given instruction on the alarms and codes. You are expected to abide by these rules at all times. Failure to do so will lead to disciplinary action.

Security Checks – Packages/Parcels

The District may exercise its right to inspect all packages and parcels entering and leaving our premises.

Parking Lot

You are encouraged to use the parking areas designated for our employees. Please keep in mind that the parking spaces adjacent to or in front of our building(s) are for customers and visitors only. Remember to lock your car every day and park within the specified areas.

Courtesy and common sense in the parking lot will help eliminate accidents, personal injuries, damage to your vehicle and to the vehicles of other employees. Remember that the area around all buildings, especially the District's administration building, has a great deal of pedestrian walking activity – please maintain a safe driving speed at all times. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your supervisor.

The District cannot be and is not responsible for any loss, theft or damage to your vehicle or any of its contents.

Safety Rules

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all District activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production.

Below are some general safety rules to assist you in making safety a regular part of your work. Your supervisor may post other safety procedures in your department or work area.

- A. Working Safely - Safety is everyone's responsibility. Remind your co-workers about safe work methods. Start work on any machine only after safety procedures and requirements have been explained. Immediately report any suspected hazards and all accidents to your supervisor.

- B. Lifting - Ask for assistance when lifting heavy objects or moving heavy furniture. Bend your knees, get a firm grip on the object, hold it close to your body and space your feet for good balance. Lift using your stronger leg muscles, not your weaker back muscles.
- C. Materials Handling - Do not throw objects. Always carry or pass them. Use flammable items, such as cleaning fluids, with caution. Also, stack materials only to safe heights.
- D. Trash Disposal - Keep sharp objects and dangerous substances out of the trash can. Items that require special handling should be disposed of in approved containers.
- E. Cleaning Up - To prevent slips and tripping, clean up spills and pick up debris immediately.
- F. Preventing Falls - Keep aisles, work places and stairways clean, clear and well lighted. Walk, do not run. Watch your step.
- G. Handling Tools - Exercise caution when handling objects and tools. Do not use broken, defective or greasy tools. Use tools for their intended purpose only. Wear safety glasses or goggles whenever using a power tool.
- H. Falling Objects - Store objects and tools where they won't fall. Do not store heavy objects or glass on high shelves.
- I. Work Areas - Keep cabinet doors, file cabinets, and desk drawers closed when not in use. Remove or pad torn, sharp corners and edges. Open only one drawer at a time.
- J. Using Ladders - Place ladders securely. Do not stand on boxes, chairs or other devices not intended to be used as ladders.
- K. Machine Guards - Keep guards in place at all times. Do not clean machinery while it is running. Lock all disconnect switches while making repairs or cleaning.
- L. Personal Protective Equipment - Always wear or use appropriate safety equipment as required in your work. Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, spats and hearing protectors in designated areas or when working on an operation which is potentially hazardous. Also, wear gloves whenever handling castings, scrap, or barrels.
- M. Electrical Hazards - Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Don't make unauthorized connections or repairs. Do not overload outlets.
- N. Fire Extinguishers - Know where fire extinguishers are and how to use them.
- O. Report Injuries - Immediately report all injuries, no matter how slight, to your supervisor.
- P. Ask Questions - If you are ever in doubt regarding the safe way to perform a task, please do not proceed until you have consulted with a colleague or supervisor. Employees will not be asked to perform any task which may be dangerous to their health, safety or security. If you feel a task may be dangerous, inform your supervisor at once.

Employee Participation in Making Safety a High Priority

We strongly encourage employee participation and your input on health and safety matters. Employees may report potential hazards and make suggestions about safety without fear of retaliation. We appreciate, encourage and expect this type of involvement! The success of the safety program relies on the participation of all employees. Though it is the District's responsibility to provide for the safety, health and security of its workers during working hours, it is the responsibility of each employee to abide by the rules, regulations and guidelines set forth.

A. Safety Officer:

- Implement and maintain administrative procedures and activities necessary for the operation of a meaningful safety program;
- Advise and coordinate with safety representatives on those matters pertaining to committee meetings, safety inspections, CAL-OSHA inspections, and safety training and related programs;
- Prepare periodic accident summaries, committee meeting minutes, agendas and reports as necessary, and summaries of inspections; research and provide information to safety representations and others concerning safety regulations, publications and other information as necessary;
- Maintain required records and make determinations of recordable/non-recordable, as defined by CAL-OSHA, or avoidable/non-avoidable accidents;
- Assist supervisors and department managers to investigate and report on every incident of a serious job injury to an employee;
- Report serious injuries involving hospitalization or death of an employee to the State Department of Industrial Relations within 24 hours of occurrence.

B. Department Managers

- Prepare or ensure the preparation and maintenance of specific safety rules and practices to be followed by all employees within the department and its various divisions and units.
- Such rules and practices shall be included in the departmental orientation of all new employees; they shall be the subject of periodic review (i.e. tailgate meetings) with affected employees; and they shall be posted on bulletin boards for reference.
- Assist in the implementation and maintenance of the safety program whenever practical or necessary;
- Consider and act upon appropriate recommendations from the safety committee concerning the abatement of unsafe or unhealthy work conditions or practices within a reasonable period of time.

C. Supervisors:

- Be responsible for the enforcement of safety rules among employees under their supervision;
- Be responsible for familiarizing employees with the hazards of the job to which they are assigned and shall instruct their personnel in the safe methods of performing the job;
- Periodically review the work practices of subordinate employees who work under their charge to ascertain that they continue to work in a safe manner, and in accordance with the safe practices covering the specific work;
- At the end of each workday/shift, inspect work areas for proper housekeeping and for fire, or other hazards and see that they are left in a safe condition;

- Report all injuries promptly to the safety officer and department manager pursuant to applicable administrative regulations of the District.
- D. Safety Representatives:
- Attend and take an active role in safety committee meetings;
 - Periodically evaluate and forward to the safety officer the department's safety and training needs for committee action;
 - With the approval of the respective department manager, submit work orders to appropriate departments for the immediate correction of safety hazards;
 - Participate as necessary in safety inspections, workshops or other training as may be necessary;
 - Observe and recommend correction as appropriate of any departmental working conditions or practice which can be deemed unsafe or unhealthy;
 - Periodically inspect and ensure that departmental safety supplies are replenished (first aid kits, fire extinguishers, etc.) by the department;
 - Consult with the safety officer on departmental safety matters requiring research and/or technical advice.
- E. The Safety Committee:
- Elect a committee chairperson and vice chairperson annually to conduct the business and tasks related to committee activities;
 - Participate as needed in the conducting of safety inspections;
 - Investigate, develop, and participate in the implementation of safety training programs;
 - Review, evaluate and make recommendations as appropriate on reports submitted by the safety officer;
 - Make recommendations to department managers and/or the General Manager on the Committee's findings concerning safety issues.
- F. All Employees:
- Notify their immediate supervisor of the need for correction of unsafe or unhealthy working conditions or practices, including potential workplace violence;
 - Adhere to all rules and regulations pertaining to the District's and departmental safety rules and program;
 - Apply a common-sense approach to safe working practices and conditions;
 - Report all injuries, regardless of severity, to the immediate supervisor.

Failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary action.

Weapons

~~The District believes it is important to establish a clear policy that addresses weapons in the workplace. Specifically, the~~The District prohibits all persons who enter District property from carrying a handgun, firearm, taser, knife, or other prohibited weapon of any kind ~~regardless of whether the person is licensed to carry the weapon or not.~~ Any object used in a threatening manner shall be considered use of a weapon.

Knives are allowed on District property as long as they comply with California law.

The only exception to this policy will be police officers, security guards or other persons who ~~have been given written consent by the District~~ are licensed to carry a weapon on in the state of California. California Penal Code sections 26150 and 26155 provide that a sheriff of a county or the property- chief or other head of a municipal police department of any city or city and county may issue a license to carry a pistol, revolver, or other firearm capable of being concealed upon the person (CCW license). Employees with a CA conceal carry permit (CCW) must notify the Chief Financial Officer of their permit if they will be carrying a weapon on District property. Any employee disregarding this policy will be subject to immediate termination.

Fire Prevention

Know the location of the fire extinguisher(s) in your area and make sure they are **kept clear at all times**. Notify your supervisor if an extinguisher is used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood, or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source.

In Case of Fire

If you are aware of a fire, you should:

- Dial 911 or the local fire department.
- If possible, immediately contact your supervisor. Evacuate all employees and other persons from the area.
- If the fire is small and contained, locate the nearest fire extinguisher. This should only be attempted by employees who are knowledgeable in the correct use of fire extinguishers.
- If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.
- When the fire department arrives, direct the crew to the fire. Do not re-enter the building until directed to do so by the fire department.

Emergency Evacuation

If you are advised to evacuate the building, you should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.
- Walk to the nearest exit, including emergency exit doors.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to a parking lot near the building. Be present and accounted for during roll call.
- Be alert to any person that may need assistance in the evacuation process.

Do not re-enter the building until instructed to do so by the appropriate safety designee.

In the event of a disaster, the Incident Commander and the County Emergency Operations Center (EOC) Representative are authorized to take such actions as may be necessary to facilitate recovery operations, including, but not limited to, deploying staff for damage assessment and emergency repair purposes; procuring materials, labor, and services required for damage control and emergency repairs; suspending water service pending determination of public health and safety requirements; and restoring water service when safe and appropriate.

Property and Equipment Care

It is your responsibility to understand the machines needed to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and the District. If you find that a machine is not working properly or in any way appears unsafe, please notify your supervisor immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

Do not attempt to use any machine or equipment you do not know how to operate, or if you have not completed training on the proper use of the machine or equipment. Machines/equipment should only be used for their intended purpose and within their manufacturer's specified tolerances.

Safety Rules When Operating Machines and Equipment

When operating machines and equipment, please be sure to follow these procedures:

- Machines shall be used for their appropriate purposes and tolerances.
- Make sure machine guards are in place while machines are in operation.
- Remove loose clothing, jewelry or rings before operating machinery.
- Wear steel toe shoes and prescription eye protection to start the job, if required.

Required personal protective equipment, except for prescription glasses, will be issued to you by your supervisor.

We will continue to provide a clean, safe and healthy place to work and we will provide the best equipment possible. You are expected to work safely, to observe all safety rules and to keep the premises clean and neat. Remember that carelessly endangering yourself or others may lead to disciplinary action, including possible termination.

Security

Maintaining the security of YVWD buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them, should the need arise.
- When you leave the District's, premises make sure that all entrances are properly locked and secured.
- Note and promptly report suspicious circumstances or persons about the premises.

END OF SECTION

MODIFIED DUTY FOR WORK RELATED INJURIES

Modified Duty Policy

This policy is distinguished and separate from the reasonable accommodation policy established to implement the Americans with Disabilities Act. The Yucaipa Valley Water District's Modified Duty Program provides the District with temporary working services of employees who have been injured on the job and have not been released by the District's physician for regular duty. The purpose of the Modified Duty Program is to emphasize the District's goal of facilitating the healing process and recovery of the transitional employee who has been injured by a work-related incident and have the employee return to full work status as quickly as possible.

This policy, applied on a case-by-case basis at Management's sole discretion, only covers employees who have sustained an accidental injury or occupational illness while performing duties within the course and scope of their employment or appointment. Modified duty for non-work-related injuries will be handled on a case-by-case basis.

Definitions

- A. Modified Duty – Duties or tasks which on an individual basis are intended to encourage the healing process and meet or accommodate specific medical work restrictions imposed by treating physicians upon employees temporarily disabled by an injury occurring on the job.

Procedure for Modified Duty

The following procedure shall be implemented for short-term modified duty.

- A. The injured worker is referred to the district's authorized medical physician for treatment and evaluation.
- B. The District's authorized physician notifies the General Manager, or designee, of any specific work restrictions placed upon the employee.
- C. The General Manager, or designee, contacts the departmental supervisor to assist in the determination of whether the imposed work restrictions can be accommodated in the current job description, including job analysis summary and/or duty statement.
- D. If the restrictions can be accommodated in the current job, the employee will report daily to modified duty until released by the designated physician to return to the pre-injury position.
- E. If restrictions cannot be accommodated in the current job, the District management will determine if the department or other departments have other work that can be conducted within the employee's restrictions.

- F. If restrictions cannot be accommodated, the employee will be sent home until fully recovered.
- G. No employee will be assigned to modified duty tasks which exceed medically imposed work restrictions.
- H. It will be the responsibility of the person supervising the injured worker while on modified duty to assure that the injured worker does not exceed medically imposed work restrictions, but performs duties required by assignment.
- I. Work restrictions and modified duty assignments will be evaluated at least every two weeks to verify that restrictions are still required.
- J. The modified duty days will not exceed 90 calendar days unless expressly authorized by the General Manager on a case by case basis. After 90 days on the modified duty program, the employee will return to his/her original job, take permanent/partial disability, or have the opportunity to apply for other open positions.
- K. By consensus, the supervisor, District physician, and Worker's Compensation insurer may approve a second 90-day Worker's Compensation modified duty period under exceptional circumstances.
- L. No modified duty after the second 90-day period without approval from the Board of Directors.
- M. An evaluative medical exam shall be conducted by the District physician on the employee who is on modified duty as frequently as indicated by the District physician or District Management.
- N. All allowable employee benefits will continue while the employee is on modified duty.

Procedures for Employees on Modified Duty

A detailed summary of procedures to be used when an employee is injured is found in the "Safety Issues" section of this manual. The following procedures are to be used by employees on modified duty.

- A. The modified-duty employee will report daily to the modified position until the District physician releases the employee to regular work duty.
- B. The modified-duty supervisor gives the employee a daily work location and work assignment.
- C. The employee completes his/her daily time card.
- D. At the end of the work period, the employee submits the daily time card to his/her supervisor.

The supervisor submits the time card to the payroll representative for processing.

END OF SECTION

REASONABLE ACCOMMODATION POLICY

Reasonable Accommodation Policy

The American with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of Yucaipa Valley Water District to comply with all federal and state laws concerning the employment of persons with disabilities.

It is our District's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. Yucaipa Valley Water District will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job. An individual who can be reasonably accommodated for a job without undue hardship will be given the same consideration for that position as any other applicant.

Definitions

As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.

"Disability" means a physical or mental impairment or medical condition that substantially limits one or more major life activities of the individual; a record of such an impairment; or being regarded as having such an impairment. Major life activities include the following:

- A. In general, major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- B. Major bodily functions - A major life activity also includes the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

"Direct threat" means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

"Qualified individual" means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

"Reasonable accommodation" may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

"Undue hardship" means an action requiring significant difficulty or expense by the employer.

In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include, but are not limited to:

- A. The nature and cost of the accommodation.
- B. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources or the impact of such accommodation upon the operation of the facility.
- C. The overall financial resources of the employer; the number, type and location of facilities.
- D. The type of operations of the company, including the composition, structure and functions of the workforce; relationship of the particular facility to the employer.

“Essential functions of the job” refer to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

END OF SECTION

TIME OFF

Recognized Holidays

Approved holidays for which employees shall receive their normal 8 hours or 10 hours of pay are recognized as follows:

January 1 st	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4 th	Independence Day
1 st Monday in September	Labor Day
November 11 th	Veteran's Day
4th Thursday in November	Thanksgiving Day
Friday following Thanksgiving	Thanksgiving Friday
December 25 th	Christmas Day
Floating Holidays - Three	To be taken within the calendar year as a complete day

Saturday or Sunday Holiday

A holiday falling on a Saturday shall be observed on the preceding Friday, and a holiday falling on a Sunday shall be observed on the following Monday.

Floating Holidays

All floating holidays must be approved and utilized by December 31st of the same year. New employees hired in the month of January shall receive 3 floating holidays for that calendar year. New employees hired between February 1st and June 30th shall receive 2 floating holidays for that calendar year. New employees hired on or after July 1st shall receive 1 floating holiday for that calendar year. Full time regular employees shall each receive floating holidays for each calendar year thereafter, as stated above.

Vacation Leave

It is the District's policy to provide reasonable vacation credits to all regular employees of the District who have completed their introductory period. Regular full-time employees shall accrue vacation credit at varying rates depending on length of service and vary per Bargaining Unit Memorandum of Agreement (MOA). General, supervisory and exempt employees shall accrue vacation credit as outlined below:

Amount of Vacation Leave Provided by District		
Period of Continuous Employment	Hours Per Month	Working Days Per Year
1 through 5 years	6-2/3	10
6 through 10 years	10	15

11 years & more 13-1/3 20

Upon satisfactory completion of the initial one-year introductory period, a new employee will be credited with 10 days (80 hours) of vacation for the one-year period that the employee was on introductory status, after which and up to the completion of 5 years of continuous service, an employee shall accrue vacation time at a rate of 3.08 hours per pay period (10 days per year).

Upon completion of 5 years of continuous service and continuing through completion of 10 years of service, an employee shall accrue vacation time at a rate of 4.62 hours per pay period (15 days per year).

Upon completion of 10 years of service, an employee shall receive as a one-time bonus for longevity, 40 hours of vacation. In addition to this one-time bonus, upon completion of 10 years of service, an employee shall accrue vacation time at a rate of 6.15 hours per pay period (20 days per year).

Individual vacation accrual rates in excess of 20 days per year shall be frozen effective April 21, 1994 and shall not increase beyond this amount based on action by the Board of Directors on April 20, 1994, except as may have been subsequently negotiated in a Bargaining Unit MOA.

- Supervisory and confidential employees: On the 15th year of continuous service, and each year thereafter, employees shall be provided an additional 5 days per year of vacation leave which will increase the current 6.153 hours per pay period to 7.692 hours per pay period [DM 11-010].

The vacation time shall be used in a manner consistent with the following:

- A. Vacation time when taken shall not exceed the number of whole days of vacation credit accrued by the employee as of the day their vacation commences.
- B. The scheduling of vacation time is subject to approval by the employee's supervisor.
- C. Vacation time shall be taken by employees in such a fashion to ensure adequate staffing of both office and field personnel as determined by the supervisor.
- D. The minimum charge to an employee's vacation time off (with the exception of exempt employees) shall be one-half hour. Vacation time of more than one-half hour shall be charged to the nearest one-quarter hour. Exempt employees vacation time off is not to be for a period of less than ½ day (4 hours).
- E. Employees may accumulate vacation credits up to a maximum of 240 hours. They shall receive no further vacation credits when this accumulated total of unused credits reaches 30 full working days and for so long as such credits stand at that figure. Employees shall not be paid compensation in lieu of vacation time off.
- F. A District holiday occurring during an employee's vacation shall not be considered as a day of vacation.
- G. An employee who becomes ill while on vacation may use accumulated sick leave in lieu of vacation time for the period of such illness, provided, however, that the District is not obligated to extend the vacation beyond the scheduled expiration date.

- H. An employee who is receiving California Workers' Disability Insurance payments may use accrued vacation to supplement said payment provided the total amount received shall not exceed the employee's regular salary.
- I. Upon termination from employment of a regular full-time employee, all unused accrued vacation hours will be paid at the employee's current rate of pay.
- J. No accrual shall occur, or vacation be paid for new employees until the employee satisfactorily completes the initial one-year introductory period and has been classified a permanent full-time employee.

Sick Leave

Sick leave accrues at the rate of 3.7 hours per pay period, or 1 day (8 hours) per month. If an employee remains in a non-pay status for more than 50% of the total normal work hours in the pay period, sick leave credit will not be earned for the entire pay period.

Authorized vacation, paid sick leave, holidays, or other compensated time off shall be considered as time worked for the purpose of computing accrued sick leave. Employees shall not accrue sick leave during the period of an authorized leave of absence without pay, or the duration of compensated disability leave resulting from a work-related injury. The accrual of sick leave will be unlimited with no maximum allowance.

Sick leave usage means the absence from duty because of illness or injury, exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill or medical appointments. Immediate family members in the case of illness or injury shall include an employee's spouse/partner, parent, child, sibling or grandchild.

During any calendar year, not more than 6 days of sick leave may be granted to an employee for the purpose of attending ill family members.

Sick leave shall be allowed only in case of actual necessity resulting from personal sickness, disability, and attendance to an immediate family member or as otherwise provided in this article.

All employees who are compelled to be absent from work due to illness or injury shall be entitled to receive full compensation for each day of accrued sick leave used. A day, as referred to herein, shall mean a normal 8-hour work period (or 10-hour workday under certain cases).

In order to receive sick leave compensation, the employee must notify his/her immediate supervisor prior to or within 30 minutes after the time set for beginning of a workday and have a valid reason for use of sick leave accrual. In case of an accident or emergency, the employee or a representative of the employee should contact the immediate supervisor at the earliest possible time and explain the circumstances necessitating the absence.

The District may require the employee to submit a doctor's certificate, affidavit, or other documentation, on forms prescribed by the District, as verification and substantiation of the absence- consistent with applicable law. A failure to provide the required documentation will result in the deduction of salary for the days of absence and may result in disciplinary action.

The minimum charge to an employee's sick leave allowance shall be one-half ($\frac{1}{2}$) hour. Absences of more than one-half ($\frac{1}{2}$) hour shall be charged to the nearest one-quarter ($\frac{1}{4}$) hour. Despite prior approvals of sick leave, employees whose sick leave use indicates a pattern of abuse may have their sick leave records reviewed and face possible disciplinary action for such abuse. Exempt employees sick leave allowance shall not be less than $\frac{1}{2}$ day (4 hours).

Catastrophic Sick Leave

Catastrophic illness/injury shall be defined as those categories (exclusive of stress) generally accepted by medical insurance carriers. Employees of the District who suffer a catastrophic injury/illness in which the employee is expected to be incapacitated for an extended period of time, the time to be determined on a case by case basis by the Catastrophic Sick Leave Plan Committee as specified below, shall become eligible to use this Catastrophic Sick Leave Plan ("Plan") subject to the restrictions and conditions outlined below:

- A. An employee may elect to enroll in the plan at any time. To enroll as a member of the Plan, the employee must donate a minimum of 24 hours at the time the employee elects to join the Plan.
- B. An employee may elect to join the Plan upon the first day of employment with the District. At that time, as the employee will not currently have any accrued sick leave, 2.78 hours per pay period (equal to 75% of the total pay period accrual) will be donated into the Plan and the employee will accrue the remaining sick leave of 0.92 hours per pay period (equal to 25% of the total pay period accrual) until 24 hours are contributed to the Plan. This mechanism is also available to existing employees for all or a portion of the 24 hours required to contribute to the Plan.
- C. The employee must be an active participating member of this Plan in order to receive any form of benefit as described below.
- D. In the event of a catastrophic illness as described above, the following options shall be utilized in the following order: (a) employee's accumulated sick leave; and (b) authorized catastrophic leave.
- E. The employee to receive donated sick leave from the Plan must have exhausted all but 10 hours of sick leave and must be in a true catastrophic condition.
- F. In order for members to remain as participants, each person must maintain continued participation as defined below.

The donation of sick leave time to the Plan shall be irrevocable. The member shall file an irrevocable "Catastrophic Sick Leave Plan Deposit Form" with Payroll. A donation to the Plan shall be a general donation and from prior years' accumulations, or future accrued sick leave as provided above, and shall not be donated to a specific employee for his or her exclusive use.

There is no limit to the number of sick leave days a member may donate to the Plan, so long as after the initial 24 hours of donation: (1) the minimum number of accumulated sick leave days available in the employee's account does not fall below 80 hours.

A contribution of 8 hours will be required of all participants if the number of hours in the Plan falls below 400 hours. This assessment will occur automatically with notification sent to all participating members that an additional contribution was made from your sick leave. Members who are drawing from the Plan at the time of the assessment will not be required to contribute to remain eligible to draw from the Plan. If a participant has 10 or less days (80 hours) of remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Plan.

In the event, the accrued catastrophic leave fund balance exceeds the amount of \$250,000, each active member in the Plan will receive 8 hours of sick leave returned to their personal sick leave accruals and the fund balance of catastrophic leave will be reduced proportionately. Employees will receive written notification of this disbursement from the Plan.

Leave from the Plan may not be used for illness or disability which qualifies the employee for Worker's Compensation benefits; however, this plan may augment other benefits. When the employee may reasonably be presumed to be eligible for disability retirement or, if applicable, Social Security, he/she may be requested to apply for such retirement. Failure of the employee to submit a complete application, including medical information provided by the applicant's physician, within 20 working days will disqualify the member from further Catastrophic Sick Leave Plan payments.

Cancellation of membership in the Plan occurs automatically whenever a member fails to make his or her contribution as defined above. The employee shall not be eligible to draw from the Plan as of the effective date of cancellation. Sick leave previously authorized for contribution to the Plan shall not be returned if the member elects or causes cancellation.

A member wishing to use this Catastrophic Sick Leave Plan shall submit a "Catastrophic Sick Leave Plan Request for Withdrawal Form". This form shall be submitted to the General Manager. The request shall clearly state the details of the catastrophe and the amount of sick leave requested.

Appropriate written verification of the catastrophic illness or injury must be included with the request. The member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.

The Catastrophic Sick Leave Plan Committee ("Committee") shall consider each disbursement request by members of the Plan. The committee shall consist of the following:

- One active employee assigned by a majority of the Exempt Employee Bargaining Group
- One active employee assigned by a majority of the Supervisory Employee Bargaining Group
- One active employee assigned by IBEW from the General Employee Bargaining Group

The Committee may grant, reject or partially grant a request based on a number of factors, including but not limited to the degree of illness, other forms of leave available, and other factors deemed by the Committee to be relevant to the particular situation. The members of the Committee shall not disclose the medical conditions of the employee requesting Catastrophic Sick Leave under the Plan. The action by the Catastrophic Sick Leave Plan Committee is final.

In the event that an employee does not qualify for Catastrophic Sick Leave they may request approval from the General Manager to obtain individual donations of sick time from District employees.

The maximum number of duty days allowed to be utilized by one member for a single catastrophic injury/illness shall not exceed thirty days (240 hours) per request. A member may request a specific number of days on one "Catastrophic Sick Leave Plan Request for Withdrawal Form". The member may request additional days after the use of 20 duty days (or 160 hours) by filing an additional request for consideration to the Committee.

Any days approved that are unused by the member shall be returned to the Catastrophic Sick Leave Plan for future withdrawals by a Plan participant upon approval.

If an employee receives hours from the Plan, the member will receive those Plan hours at the same rate of pay currently received by the employee. No distinction shall be made as to the differing pay rates of the donors or recipients.

Leave of Absence (Medical and Non-Medical)

Under certain conditions, an employee may be granted leave of absence without pay. In order to receive consideration, a written request, stating the specific reasons for the leave of absence and the proposed duration thereof, must be submitted to the Board. If the Board determines that the leave of absence is justified, the employee may remain absent from work in a non-pay status for an approved period of time. The employee may have the option of using accumulated sick leave (if appropriate) and vacation leave in its entirety prior to a leave of absence without pay. A request for an extension of leave of absence must be submitted no later than 2 weeks prior to the expiration of the current leave of absence.

During an authorized leave of absence, vacation, sick leave, seniority, and retirement credits shall not accrue. Upon the employee's return to service, the accrual of vacation, sick leave and retirement credits shall resume. It will be the employee's responsibility to assume payment of the premiums for all applicable health, medical and life insurance policies during the period of the leave of absence.

Military Leave

Any employee who enters the Armed Forces of the United States during war or national emergency, as declared by the President or Congress of the United States shall be entitled to a leave of absence without pay for the duration of such service and for a period of 90 days thereafter. Any employee returning to the District within the specified time under federal law, and who has been discharged, other than dishonorably, from military service, shall be reinstated to their former classification without loss of status or seniority, provided they are not physically or mentally impaired to the extent that successful performance in the position cannot be accomplished with reasonable accommodation. Any person selected to fill a position vacated by an employee called to military service will be considered a temporary appointee only.

All employees who are members of reserve corps of the United States or the State of California shall be entitled to a leave of absence as provided in Section 395.01 of the Military and Veterans Code. (See also MVC 142, 143, and 146)

Employees who participate in the active military reserve (e.g. summer or special training) will be allowed 17 paid days per year to fulfill their obligation in the United States Armed Services as required by the Veterans Code 39405, upon reasonable advanced submittal of orders.

Maternity Leave

~~As determined by medical necessity, supported by valid documentation, female employees may request leave for maternity purposes for a maximum period of 4 months duration. Female employees anticipating a maternity leave should notify their supervisor in advance of their intention. The District may extend maternity leave beyond 4 months, upon request, with medical or other justification submitted at the earliest time. At the female employee's option, all or part of accumulated sick, vacation or compensating time off may be used to provide continuing income and benefits to the female employee and shall be considered to be in paid status during the time such leave credits are being used. Upon the expiration of accumulated sick leave, compensating time off, or vacation credits, the female employee shall be placed on non-pay status for the balance of the 4-month period. If the employee is on a non-pay status during the leave, District fringe benefits will not accrue. Medical insurance coverage for the employee will continue under the same conditions as if the employee were continuing to work. Life insurance and dental premiums for the employee are not continued unless paid by the employee.~~

Family Care and Medical Leave (CFRA Leave) and Pregnancy Disability Leave

Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to family care or medical leave (CFRA leave). CFRA leave is for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse. While the law provides only unpaid leave, employees may choose, or employers may require use of accrued paid leave while taking CFRA leave under certain circumstances.

Even if you are not eligible for CFRA leave, if you are disabled by pregnancy, childbirth or a related medical condition, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement for pregnancy disability to the same position and for CFRA it is to the same or a comparable position at the end of the leave, subject to any defense allowed under the law.

If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you a leave for pregnancy disability or for your own serious health condition. We also may require certification from the health care provider of your child, parent or spouse, who has a serious health condition, before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

If you are taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact Payroll.

Disability Leave

An employee who is compelled to remain off of active work duty while under the care of a licensed physician for an extended period of time due to work or non-work-related injury or illness shall be entitled to disability leave.

If an employee is eligible to receive California Worker's Compensation benefits as a result of a work related injury or illness, he/she may request of the General Manager's authorization to have his/her benefits supplemented with sick leave or vacation credits to provide full salary during the period of absence, and be considered to be on paid status for the purposes of accruing fringe benefits provided by the District. Workers' Compensation benefits paid to the District will be paid to the employee without tax deduction. However, deductions will be made from any applied vacation or sick leave credits used. An employee may not use unearned sick leave or vacation credits, except with the approval of the General Manager.

Family Medical Leave

~~In accordance with the Family and Medical Leave Act of 1993, all employees who have been employed at the District for at least one year and have worked at least 1,250 hours in the 12-month period immediately preceding the commencement of a requested leave under this Family Leave provision are eligible for up to 12 weeks of unpaid leave each year¹ in order to care for a newborn, adopted or foster child, a seriously ill child, parent or spouse, or because of the employee's own serious illness. Under such conditions, the District will continue to provide health insurance premiums for employees on such leave under the same conditions as if the employee were continuing to work.~~

~~Under circumstances where the provisions of the California Family Rights Act of 1991 differ from the provisions of the Federal Laws, the State or Federal provision which provides the greater benefit to the employee shall govern.~~

Paid Family Leave

California is the first state in the country to extend disability compensation to employees who take time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child. Starting on July 1, 2004, an employee may file a claim with the State Employment Development Department's (EDD) Disability Insurance Branch to care for a seriously ill child, spouse, parent or domestic partner, to bond with a new child, or to bond with a minor child in connection with the adoption or foster care placement of that child.

This Paid Family Leave policy does not create reinstatement rights of the employee.

¹~~The period of one year for the time of leave has been established by the District as being a consecutive twelve-month period that is distinct for each employee on Family Leave. An employee is eligible for leave under this provision based on a twelve-month period that begins when an employee takes the first day of District approved eligible Family Leave under the policies set forth in the section and by the Board of Directors.~~

No more than 6 weeks of Paid Family Leave benefits may be paid within any 12-month period. The District requires written notice to be provided to the General Manager and ten days of vacation time to be applied to the time off immediately following the day the written notice for Paid Family Leave is received by the General Manager. This time is in addition to the 6 days of sick leave that may be applied to the illness of a family member as discussed in the preceding sections.

Paid Family Leave does not extend the amount of time the employee is eligible to take leave under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Paid Family Leave is a benefit payment, not a leave. If the employer is covered and the employee is eligible, he or she could take FMLA/CFRA to care for a parent, spouse or dependent child up to 12 weeks in a 12-month period. The employee may be eligible for Paid Family Leave benefits for up to 6 weeks in the 12-month period.

For leave and benefits relating to a pregnant employee, Paid Family Leave and FMLA will run concurrently for the length of the disability due to pregnancy. After giving birth, an employee may receive Paid Family Leave benefits for the time period permitted to bond with the child. For paid family leave relating to bonding with a child, Paid Family Leave is limited to the first year after birth, adoption or foster care placement and a separate certification is required when the leave is required for baby bonding.

An employee cannot receive Paid Family Leave while receiving State Disability Insurance, unemployment insurance or worker's compensation benefits. However, an individual who is entitled to leave under FMLA and CFRA must take paid family leave concurrent with leave taken under those Acts.

Bereavement Leave

Employees are eligible to receive up to 5 days of paid leave for the death of a spouse/partner, parent, child, sibling, grandparent, grandchild, or spouse/partner's parent to attend services or assist in arrangements relative to the event in accordance with the applicable rules and regulations pertaining hereto.

Management Leave

In recognition of the additional time required (evening meetings, occasional weekends, etc.) to do their jobs properly, exempt employees will receive 5 days of paid time off each calendar year in the form of Management Leave. The employee will be credited with 5 days on January 1st of each year, all of which must be approved and utilized by December 31st of the same year. Management leave shall be taken in 4 or 8-2-hour increments only. Management Leave not used in a given calendar year will not be accrued to future years.

The District allows exempt employees to convert their annual management leave to deferred compensation at their regular daily rate of pay. Please see the District payroll representative for details.

Jury Duty

Every employee of the District who is officially called to serve as a court trial juror shall be entitled to be absent from his or her duties for the period of such jury duty as provided below. If an employee serves on jury duty during a time when the employee is not expected to be at work, such as for a swing shift employee or an employee on a 10-hour workday with a normal day off during the time of jury duty, the District will not be responsible for compensating the employee. This shall be considered the civic responsibility of the employee to serve on jury duty.

If an employee who is assigned to a regular daytime work period is called to serve jury duty, and such jury duty does not exceed 4 hours duration, it shall be the responsibility of the employee to report to work within a reasonable time after being released from jury duty on that day. Should jury duty exceed 4 hours duration on any regularly scheduled work day, the employee shall contact his/her supervisor at the end of their jury duty day to determine if it is necessary to report for work on that same day following the release from jury duty.

When called for jury duty, the employee shall promptly notify his/her immediate supervisor of any intended absence from work resulting from such duty. If an employee fails to promptly report notification of jury duty, or is absent without proper notification, the employee shall be considered absent without leave on a non-pay status.

While serving on official jury duty, an employee shall be compensated at the regular rate of pay for a maximum of 160 hours per calendar year, provided that all fees paid to the employee for jury duty are surrendered to the District. In the event jury duty extends beyond the 160 hours in a calendar year, the employee may utilize sick leave or vacation leave for the additional time away from work. It is the responsibility of the employee to submit to the employee's immediate supervisor a time card furnished from the County every day the employee serves jury duty. This time card must indicate the day(s) jury duty was served, and the hours of service performed each day.

Automobile related expenses for jury duty shall not be reimbursed by the District.

END OF SECTION

RULES AND REGULATIONS

Attendance

Punctuality and regular attendance are expected. In case of absence, the immediate supervisor should be notified prior to or at the latest, within the first 30 minutes of the employee's starting time. If an employee must leave early during work hours, the supervisor should be notified as far in advance as possible. Tardiness, unexcused absence or failure to report, which renders an employee insufficiently available for work, will be evaluated and disciplinary measures or termination may result.

Hours of Work

The standard workweek consists of ~~5 eight~~ ^{4 ten}-hour work periods, totaling 40 hours. Varying work schedules may be established in order to meet the business needs of the department, section, or District. Daily starting and ending times shall be as set by the General Manager in the best interest of the District's operation.

Lunch Periods

Lunch periods will be as scheduled by the supervisors in the interests of the District and may vary from time to time as emergencies direct. Lunch periods are not counted as time worked and should begin within 5 hours of the start of the work shift and shall be no longer than 30 minutes in duration.

Rest Periods

Under normal circumstances, a rest period not to exceed 15 minutes is provided employees working 4 consecutive hours. Rest periods are directed by the departmental supervisor in the interest of District operations and are considered time worked.

Smoking

The District prohibits the use of any tobacco, vaping and the use of e-cigarettes while on duty or in facilities, buildings, vehicles or other enclosed areas. This would include smoking as well as vaping or any other form of electronic cigarette or vapor inhalant. Smoking and vaping is permitted only beyond 30 feet from all entranceways, passageways, operable windows or ventilation systems of buildings, facilities vehicles or other enclosed areas.

Disaster Relief and Emergency Preparedness

As a District employee, you are registered as an emergency service worker. If a disaster occurs in the District, you may be assigned to any emergency duty for disaster relief. If such an emergency occurs during non-working hours, it is your responsibility to see if you are needed. Normally, you would respond to your regular supervisor or District administrator; however, there may be additional

District or Regional sites where your assistance will be required. Your family may be sheltered in designated District facilities during emergencies.

In certain circumstances, employees may request the General Manger to consider emergency pay status consideration to allow employees to receive full regular time pay for responding to emergencies in the region instead of alternative forms of leave. This policy allows an employee to retain leave, such as vacation leave, for assisting other communities in responding to disasters.

Employment of Relatives, Spouses and Co-Habitants

It is the policy of the District not to discriminate in its employment practices. Notwithstanding these provisions, the District retains the right to refuse to place a relative, spouse or living partner under the direct supervision of another employee or to place them in the same department, division or facility where such has the potential for creating a conflict of interest or an adverse effect on supervision, safety, security or morale.

Drug Free Workplace

Under the guidelines of the Drug Free Workplace Act of 1988, the District is committed to providing for a drug free workplace, including all places where District business is conducted, whether at the main offices of the District or any other site.

All employees are absolutely prohibited from manufacturing, distributing, dispensing, possessing or using any controlled substance, marijuana, or alcohol in the workplace without indication that the use was under medical supervision. An employee under the influence of alcohol, marijuana, controlled substances or prescribed medicine that may impair the employee's ability to safely operate District equipment shall advise their supervisor of their medical restrictions immediately and shall not operate District equipment until released by an authorized medical physician.

Any employee violating the above policy is subject to disciplinary action, up to and including termination, for the first offense.

As an employer resolving to maintain a drug free workplace, employees will be provided educational information on the dangers of drug abuse and drugs in the workplace. Supervisors will receive training in identifying and addressing drug use by employees. The District will work cooperatively with employees afflicted with drug or alcohol abuse in seeking a rehabilitation program to help the employee overcome dependency on drugs or alcohol. Any employee failing to pursue rehabilitative measures by satisfactory participation in an accepted counseling program will be subject to termination. Certain classifications are designated as DOT employees and must meet DOT drug free requirements.

Drug and Alcohol Policy

Purpose

Yucaipa Valley Water District ("YVWD" or the "District") has a significant interest in ensuring the health and safety of its employees. It has an obligation to ensure that its employees do not present a safety risk to the general public. Drug or alcohol use may

pose a serious threat to job performance, employee health and safety, and public safety.

YVWD will be firm in identifying and disciplining those employees who do not voluntarily seek assistance and who continue to abuse alcohol or use controlled substances in violation of the following:

No employee who is on duty or on standby for duty will:

1. Use, possess, or be under the influence of illegal or unauthorized drugs or other illegal mind-altering substances; or
2. Use or be under the influence of alcohol to any extent that would impede the employee's ability to perform his or her duties safely and effectively.

No employee will perform duties that, because of drugs taken under a legal prescription, cannot be performed without posing a threat to the health or safety of the employee or others. This includes medications that may impair the employee's ability to operate machinery or motor vehicles.

Employees will be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed herein. Moreover, applicants and employees may be subject to pre-employment testing, pre-placement testing, post-accident testing, and random testing as described in this policy. In addition, when such an employee has already been found in violation through the adverse action or medical examination process under this policy, as a result of substance testing under this policy, or by the employee's own admission, the employee will be required to submit to testing as a condition of remaining in or returning to District employment.

I. SCOPE

The purpose of this policy is to protect District employees and the public from risks associated with alcohol abuse and controlled substances use. This policy is also intended to comply with all applicable Federal and State regulations governing workplace anti-drug programs in the transportation industry. The Department of Transportation (DOT) has implemented "Procedures for Transportation Workplace Drug Testing Programs" (49 CFR, Part 40) and "Controlled Substances and Alcohol Use and Testing" (49 CFR, Part 382). The regulations mandate urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevent performance of such functions when there is a positive test result.

II. APPLICABILITY

This policy applies to all employees when they are on District property or when performing any District-related business. It also applies to employees operating District vehicles or equipment. It applies to off-site lunch periods and breaks when an employee is scheduled to return to work.

Visitors, vendors, and contracted employees violating this policy will not be permitted to conduct business on District property or projects and will be ordered off District property.

A. General (Non-Safety/Security Sensitive)

Positions not addressed as "safety-sensitive". This employment category is subject to pre-employment, reasonable suspicion, return-to-duty and follow-up controlled substance and/or alcohol testing.

B. Safety-Sensitive (DOT)

Job positions requiring the use of a commercial driver's license (CDL). A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive function. Safety-sensitive employees are subject to pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up controlled substance and/or alcohol testing as covered under Title 49 Code of Federal Regulations (CFR), Part 382.

III. PROPER APPLICATION OF THE POLICY

The District is dedicated to assuring fair and equitable application of this policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to their subordinates may be subject to disciplinary action, up to and including termination.

IV. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

A. Controlled Substances

Controlled substances are drugs that include, but are not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine.

B. Marijuana Use and the Compassionate Use Act of 1996

The Compassionate Use Act of 1996, Health & Safety Code section 11362.5, and the Adult Use of Marijuana Act, do not exempt or otherwise immunize an employee or job applicant from compliance with the YWVD Drug & Alcohol Policy and the consequences of positive detection of marijuana in accordance with this policy, even in cases where the marijuana use is for medical purposes on a physician's recommendation.

C. Alcohol

Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.

V. PROHIBITED CONDUCT

No employee will report to any work site or will work impaired by any drug or alcohol, lawful or unlawful.

No employee at any work site will use or possess any quantity of any drug or alcohol, lawful or unlawful, that would interfere with the performance of their duties. (Exception: The approved possession and use of certain drugs in the course of an employee's job, i.e. lab work).

No employee at any work site shall manufacture, dispense, distribute, or sell any drug or alcohol, lawful or unlawful.

No employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

VI. NOTIFICATION OF CRIMINAL DRUG CONVICTION

All employees must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of conviction must be made to the human resources contact within five days after conviction, as mandated by the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990. Failure to report such convictions may subject the employee to disciplinary action, up to and including dismissal.

VII. PRESCRIPTION AND NON-PRESCRIPTION SUBSTANCES

Using or being under the influence of any legally obtained drug by an employee while performing District business, while on District property, or while on standby is prohibited if such use or influence may affect the safety of the employee, co-workers, members of the public, the employee's job performance, or the safe or efficient operation of the District's business.

An employee may continue to work, even though under the influence of a legal substance, if District management has determined that the employee does not pose a threat to their own safety or their co-workers and that the employee's job performance is not significantly affected by the legal drug.

VIII. VOLUNTARY ADMITTANCE

Employees who believe they may have a substance abuse problem are encouraged to seek assistance for resolving that problem. An employee voluntarily seeking help can make a confidential request for assistance to their supervisor. Employees who admit to alcohol misuse or controlled substances use are not subject to disciplinary measures provided that the employee does not self-identify in order to avoid testing under the requirements of this program. A decision to seek assistance after the District has detected unsatisfactory performance or a violation of this policy will not avoid disciplinary action, including discharge.

IX. TESTING FOR PROHIBITED SUBSTANCES

Testing will be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities approved by the Department of Health and Human Services. Controlled substance testing includes marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen

will be conducted on each specimen. For specimens that test above initial screening thresholds, a confirmatory test will be performed. The test will be considered positive if the controlled substance levels are above the minimum thresholds established in the DOT guidelines (49 CFR, Part 40). If an initial test for alcohol indicates an alcohol concentration of 0.04 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from their position for at least 24 hours. A breath alcohol concentration of 0.04 or greater will be considered a positive alcohol test.

A. ALL EMPLOYEES

1. Pre-Placement/Post-Offer Controlled Substance (Drug) Testing

An applicant with the District will be required to undergo a drug screening analysis prior to employment. Any offer of employment will be conditioned upon compliance with this policy. The applicant will be requested to execute a consent form which includes a waiver and release. The consent form will be completed by the applicant and collection center at the time of collection. A positive test indicating the presence of controlled substances as defined in this policy will constitute disqualification of the applicant for the position.

2. Reasonable Suspicion Testing

A drug and/or alcohol test shall be conducted when a manager or supervisor has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse.

The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor, or other company official, who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations.

A written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test, and signed by the supervisor or company official who made the observations, within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

- a. Reasonable suspicion testing may be based upon, among other things:
 - 1) Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug.
 - 2) A pattern of abnormal conduct or erratic behavior.
 - 3) Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking.

- 4) Adequate documentation of unsatisfactory work performance or on-the-job behavior.
 - 5) Physical signs and symptoms consistent with prohibited substance use.
 - 6) Occurrence of a serious or potentially serious accident that may have been caused by human error.
 - 7) Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.
- b. Employees reasonably believed to be under the influence of drugs or alcohol will not be permitted to engage in further work. In addition, such employees will not be permitted to drive themselves from the worksite. A supervisor, Human Resources Representative or Safety Representative will see that the employee is transported to the designated collection center.
- c. A controlled substance test is considered positive when a verified test indicates specimens have concentrations of a particular class of drug above the DOT-specified concentration levels.
- d. An alcohol test is considered positive when a verified test indicates a breath alcohol content greater than 0.04.

3. Post-Accident Testing

All employees are required to immediately report any accident to his/her immediate supervisor.

Any accident that results in damage to private property and involves a District vehicle or heavy equipment requires drug and alcohol testing of that employee and any other safety-sensitive employees involved in the accident directly or indirectly. In some cases, this could include mechanics or office personnel.

Following an accident, the District will test the operator of the vehicle and each employee on duty in the vehicle at the time of the accident if it is believed that an employee could have contributed to that accident. Testing is also required if one or more vehicles has disabling damage and has to be towed or any time an individual requires transportation to a medical facility following an accident.

Refusal of a request to take a drug or alcohol test may result in disciplinary action, up to and including termination of employment.

B. SAFETY-SENSITIVE / DOT-COVERED EMPLOYEES

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Motor Carrier Safety Administration (FMCSA) has issued regulations which may require YVWD to implement a controlled substance testing program. YVWD will comply with these regulations and is committed to maintaining a drug-free workplace. All drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with YVWD.

1. Covered Employees

This policy applies to every employee whose position requires the possession of a commercial driver's license (CDL); every employee performing a "safety-sensitive function", and any person applying for such positions.

Under YWVD, an employee is performing a safety sensitive function if they are:

- a. Driving a commercial motor vehicle which requires the driver to have a commercial driver's license (CDL)
- b. Inspecting, servicing, or repairing any commercial motor vehicle
- c. Waiting to be dispatched to operate a commercial motor vehicle
- d. Performing all other functions in or upon a commercial motor vehicle
- e. Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments being loaded or unloaded
- f. Performing driver requirements associated with an accident.
- g. Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.
- h. Performing duties in which job performance could result in a direct threat to the employee's safety and/or the safety of others.

2. Testing Procedure

All testing will be conducted as required in 49 CFR Parts 40 and 382, as amended.

3. Pre-Placement/Post Offer Controlled Substance (Drug) Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive duties. A positive test indicating the presence of controlled substances as defined in this policy may constitute disqualification of the applicant for the position.

Pre-placement controlled substances tests will also be required for:

- a. Existing District employees who newly obtain a Commercial Driver's License or a Hazardous Materials Endorsement to haul hazardous materials (e.g., gaseous chlorine, propane) and will be using these licenses to perform safety sensitive functions within their job description;
- b. Existing District employees who are promoted to positions that require a Commercial Driver's License or a Hazardous Materials Endorsement to haul hazardous materials (e.g., gaseous chlorine, propane) and will be using these licenses to perform safety sensitive functions within their job description;
- c. Applicant's whose job descriptions include safety sensitive functions that are subject to DOT guidelines; and
- d. Existing District employees who are newly subject to a recently

implemented District program and have not been tested for controlled substances in the previous six months or have not participated in a random drug and/or alcohol testing program for the previous 12 months.

4. Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing must be conducted at all times of day when safety- sensitive functions are performed.

The selection of employees for random drug and alcohol testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made.

Each employee selected for testing shall be tested during the selection period. A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing shall proceed to the test site immediately. In the event an employee, who is selected for a random test, is on vacation, laid off, or on an extended medical absence during the quarter of selection, an alternate employee will be randomly selected, and the unavailable employee will be put back into the pool for the next quarter. When this occurs, the District will keep documentation that the driver was ill, injured, laid off, or on vacation and that the employee was in the random selection pool for that cycle.

X. REFUSAL TO SUBMIT

Any employee who refuses to submit to a drug or alcohol test immediately when requested by a supervisor or law enforcement personnel, or an employee who fails to appear for testing, will be treated in the same manner as an employee who has failed an alcohol or controlled substance test, as defined in this policy. No applicant who refuses to be tested will be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the drug test when required.

XI. VIOLATION OF POLICY AND DISCIPLINARY CONSEQUENCES

An employee may be found to use illegal drugs or alcohol on the basis of any appropriate

evidence including, but not limited to:

- Direct observation;
- Evidence obtained from an arrest or criminal conviction;
- A verified positive test result; or
- An employee's voluntary admission.

A confirmed positive test will subject the employee to disciplinary action up to and including termination of employment.

XII. EMPLOYEE RIGHTS

Upon request, the employee will receive a full copy of any test results and related documentation of the testing process.

If an initial test is positive, the laboratory will be instructed to retest the specimen for the substance indicated before reporting the result to the District. In all cases of confirmed positive test results, employees will have the opportunity to explain the result, and to substantiate the explanation with medical evidence, which could include an additional confirmation of the same specimen.

District Property

All employees in possession of keys/access codes to District premises shall not permit them to be used by unauthorized persons.

Every job in the District requires the use of District supplies, materials and equipment. It is the employees' responsibility to maintain District property in the best possible condition, make the most economical use of supplies, and to see that all tools, equipment and unused materials are returned to the District after use. It shall be unacceptable conduct for any employee to engage in the use of District equipment for personal benefit or gain.

All work areas, including but not limited to desks, lockers, computers, tool boxes and vehicles used for District work on District property/worksites should not be considered as "private" by any employee. The District reserves the right to enter any and all areas for legitimate business purposes at any time.

Gifts and Gratuities

Employees are not to accept any gift or gratuity from an individual, company or organization doing business with the District because gifts can be viewed as unethical attempts to influence District operations. Although some offers are made in good faith and intent, all employees are expected to remain free from any potential conflict of interest. Any gift offered by an outside party should be politely, but firmly, declined. Persistent attempts by individuals to provide gifts and/or gratuities to employees should be reported to the General Manager.

Exceptions to this policy include perishable treats during the holiday season and nominal merchandise provided by vendors with corporate logos such as mugs, hats, pens and calendars.

Expense Reimbursement

District staff shall be reimbursed for expenses incurred in the performance of their duties required based on the requirements and limitations below. All expense reimbursement forms (outlining anticipated expenses and work attendance issues) must be completed and approved by your supervisor prior to incurring any District related expenses. This pre-approval ensures that the employee is fully aware of all expenses anticipated to be reimbursed by the District.

A. Mileage Reimbursement:

Prior to providing a reimbursement, the employee must submit a request for reimbursement with the necessary supporting documentation stating dates of travel and the details of District approved function.

Any other miscellaneous expense submitted for reimbursement must have a clearly legible and legitimate receipt in order to be approved for reimbursement.

When traveling to District approved seminars and meetings, there may be the need to use a District vehicle. When a District vehicle is approved for use as transportation, the employee shall not transport non-business-related guests such as family members or friends at any time. If the employee uses a personal vehicle as transportation to a District approved function, then the District will reimburse the employee in the form of a mileage allowance based on Federal standards adopted by the Internal Revenue Service. When calculating mileage traveled by an employee to attend an event, the District will use the lesser of (1) the distance from the employee's place of work to the event, and (2) the actual distance traveled. Mileage reimbursements shall not exceed the cost of the lowest available airfare.

B. Meals and Incidental Expenses (M & IE):

When an employee is required to travel more than 50 miles one-way, or more than one-day duration to attend District approved functions, the District will reimburse the employee for meals based on the following maximum amounts: applicable GSA per diem rate as set forth at GSA.gov/per diem.

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00

~~Prior to providing a reimbursement, the employee must submit receipts for each meal attached to a request for reimbursement.~~

~~Any other miscellaneous expense submitted for reimbursement must have a clearly legible and legitimate receipt in order to be approved for reimbursement.~~

1. Determine the location where you will be working while on official travel.
2. Look up the location-specific information at www.gsa.gov/perdiem.
3. On the results page, click "View Rates" to jump to the Meals & Incidental Expenses (M&IE) rates table.

4. Note the amount listed for M&IE total, breakfast, lunch, dinner, incidentals, and first and last day of travel.
 - a. The table lists the full daily amount employees receive for a single calendar day of travel when that day is neither the first nor last day of travel.
 - b. The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip. For example, if your trip includes meals that are already paid for through a registration fee for a conference, you will need to deduct those meals.
 - c. The "First & Last Day of Travel" column lists the amount employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.
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Internet and E-Mail

All employees are responsible for the material read, sent, received or delivered via the Internet or e-mail services. Access to the Internet and e-mail services from District computers and phone lines are for business purposes only. The District does not allow employees to use personal Internet or e-mail access accounts on District computers, phone lines, or equipment without the prior written approval of the General Manager.

The e-mail and Internet access from District computers may not be used for transmitting, retrieving or storage of any communications of a derogatory, defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. No abusive, profane or offensive language is to be transmitted through the District's e-mail or Internet system. Electronic media may also not be used for any other purpose which is illegal or against District policy or contrary to the District's best interest or is otherwise inappropriate or unrelated to District business. Solicitation of non-District business or any use of the District's e-mail or Internet for personal use or gain is prohibited.

Any employee who violates this policy will be subject to disciplinary action up to and including termination. If necessary, the District reserves the right to advise appropriate legal officials of any violations.

Social Media

Social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your 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. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects staff members, 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.

Always be fair and courteous to customers, staff members, suppliers or people who work on behalf of the District. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched.

- Post only appropriate and respectful content
- Maintain the confidentiality of the District's trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.
- Do not create a link from your blog, website, or other social networking site to a District website without identifying yourself as a staff member.
- Express only your personal opinions. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you 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 Yucaipa Valley Water District."

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the equipment use policy. Do not use District email addresses to register on social networks, blogs or other online tools utilized for personal use.

Electronic Communications

Each employee is responsible for the content of all text, audio or images that he or she places or sends over the District's e-mail or Internet system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else or someone from another agency, district or company. All messages communicated on the District's e-mail and Internet system shall contain the sending employee's name.

All employees are hereby warned that deletion of a message or file may not fully eliminate the message from the system. No such deletion should be made without the express permission of the employee's supervisor.

All messages or information sent by an employee to another individual outside of the District via an electronic network (e.g. bulletin board, online service or Internet) are statements that reflect on the District. While some users include personal "disclaimers" in electronic messages, there is still a connection to the District, and the statements may be tied to the District.

All communications sent by employees via the District's e-mail or Internet system must comply with this and other District policies.

The District reserves the right to monitor, audit and disclose usage patterns for its e-mail and Internet communications for any reason, including cost analysis/allocation and the management of the District's gateway to the Internet. All messages created, sent, or retrieved using District resources are the property of the District and although proprietary should be considered accessible by the public during transmission. The District reserves the right to access and monitor all messages and files on the District's wireless, e-mail and Internet systems. Employees must be

aware that electronic communications are not private. Under some circumstances communications may be subject to disclosure under the Public Records Act of litigation.

Any employee who violates this policy will be subject to disciplinary action up to and including termination. If necessary, the District reserves the right to advise appropriate legal officials of any violations.

Software

To prevent computer viruses from being transmitted through the District's computer system, there will be no unauthorized downloading or installation of any unauthorized software. All software downloaded must be registered to the District and obtained through District approved sources. Supervisors will be responsible for providing written authorization prior to downloading or installing any software, upgrades, drivers, browsers, and other business-related software.

Any employee who violates this policy will be subject to disciplinary action up to and including termination. If necessary, the District reserves the right to advise appropriate legal officials of any violations.

Mileage Allowance

Employees who are required to drive their personal vehicle in the performance of work duties will receive a mileage allowance. The district will base the mileage allowance on federal standards adopted by the Internal Revenue Service.

Dress Code

Although there is no official District-wide dress code, most departments have standardized uniforms that must be worn during the regular workday. All employees are expected to wear clothing appropriate to your job and work site, even during afterhours (over time) work-related activities. Your clothing and appearance should be neat, clean, in good business taste, and not constitute a safety hazard or otherwise reflect adversely upon the District.

Uniforms

You may be required to wear uniforms in the performance of your duties. The District furnishes uniforms to most employees in the water and wastewater divisions. All employees who are provided with uniforms or are provided with partial District uniforms are required to wear them on the job at all times. These uniforms are to be worn during regular working hours and may include wear to and from work, but they are not to be worn at other venues/times. The uniform identifies you as a District employee. Proper care of the uniform, both on and off the job will reflect favorably upon you and the District.

Work Boots

It is the responsibility of each employee (administrative and non-administrative) to purchase and have available at work steel toe work boots ("Work Boots"). Work boots are worn on a regular basis by all non-administrative employees including but not limited to employees in the water, sewer and recycled divisions. All other employees may be required to wear Work Boots in the event of emergency or hazardous conditions.

All Work Boots shall meet the following minimum criteria:

- A. made of leather construction;
- B. required to have steel toe protection with an American National Standard Institute (ANSI) rating of no less than C-75;
- C. have a height of no less than six (6) inches in order to cover the ankle and provide support; and
- D. may be a style which is either a slip-on or have laces depending on the job requirement.

The District will provide an allowance of \$300.00 per employee for safety steel toe work boots in July of each fiscal year (July 1 to June 30). Any purchase or series of purchases, within a one-year period that exceeds this amount will be the responsibility of the employee [DM 18-024, DM 18-025, DM 18-026].

Distribution of Literature

No employee shall participate in the distribution of any literature, printed or electronic, during work hours, or on District property which may be construed as being political, religious, obscene or otherwise offensive or invasive to an individual's privacy.

Use of Bulletin Boards

The use of bulletin boards supplied by the District are for the benefit of all employees for the purpose of displaying information related to employee notices and other related business matters. All postings are subject to the approval of the General Manager.

The Union may utilize the existing bulletin boards to post information to effectively communicate the business of the District with all employees.

Outside Employment

The work of the Yucaipa Valley Water District shall take precedence over any other occupational interests of its employees. All outside employment for salary, wages or commission services and all self-employment must be reported in writing to the appropriate departmental supervisor and approved in advance. Each change in outside employment shall require separate approval.

No outside employment shall (1) involve the use for private gain or advantage of District time, facilities, equipment and supplies; or the uniform, prestige, or influence of the District office or employment; or (2) receive or accept any money or other consideration from anyone for the performance of an act which the officer or employee would be required or expected to render in the course of employment with the District; (3) occur if the act which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by the District; (4) involve such time demands as would render performance of his or her duties as to the District less efficiently; or (5) lower the efficiency of the employee.

Personal Phone Calls (Regular & Cellular Phones)

While it is understood that the use of District telephones is for District related business, it is understood that on occasion personal calls are necessary. Employees may use phones for personal calls when necessary, understanding that the use of telephones for such use is a privilege and is not to be abused. Personal outgoing as well as incoming personal calls should be kept to a minimum. Personal toll calls are not to be charged to the District.

The District has an Optional Cellular Device Usage Program in which employees may complete a reimbursement form annually in January for approval by the General Manager. This allows employees to receive reimbursement in the amount of \$40 per month at the first payroll cycle of each month for the use of their personal cellular device for District and work-related tasks [DM 17-023].

Mail and Correspondence

Due to the size of the District and the wide range of services provided, it is common for the District to receive large volumes of mail on a regular basis. The intent of the District is to provide an efficient method of performing routine tasks such as opening and sorting the incoming mail. In order for the District to conduct business in a professional manner, there will be times when mail addressed to an individual employee is opened and sorted with the rest of the mail. When mail is directed to a specific individual and the words "PERSONAL AND CONFIDENTIAL" are clearly legible on the outside envelope, then the mail will be held for the employee or forwarded to the employee's most recent home address. Items marked "CONFIDENTIAL" may be opened by the General Manager (or designee). To allow the District to operate effectively, all employees are required to receive non-business-related mail at their home address and are not to give or use the District address for personal use.

Political Activities by District Employees

Although District employees are encouraged to support the governments in our political system in an appropriate fashion, there are limits on employee political activity. District employees may join civic, partisan or political organizations, may attend political meetings and advocate the principles or policies of civic or political organizations in accordance with the Constitution and laws of the state and nation. However, as public employees we are obligated to keep the workplace politically neutral.

Therefore, political activities should be limited to an employee's off duty hours, should not unduly reflect upon the District, and an employees' political activities must be clearly separated from activities related to their employment.

- A. No District employee shall be required to contribute any money or anything of value to any candidate for nomination or election to any office, or to any campaign or political committee, or take part in any political campaign.
- B. Prohibited activities by District employees include:
 - 1. Engaging in any type of political activities as set forth herein, during normal working hours or while pursuing regular duties in the course of employment. District employees may not take part in any political activity while in uniform.
 - 2. Receiving expenses, gifts, remuneration of any type or monetary reward in exchange for political activities.
 - 3. Using one's public or official position or knowingly allowing it to be used to further a political party, political candidacy, political issue or position, or influence a political outcome.
 - 4. Use of District facilities, equipment or resources (including email and Internet resources) for political campaigns or campaign related activities.
 - 5. Improper use of the District name or District logo indicating support/opposition for political candidates, forums or related political activities.
- C. Any District employee violating this section shall be guilty of improper conduct and shall be subject to disciplinary action, up to and including termination.

Certification and Licensing

Upon submittal of evidence of obtaining bona fide certification in Water Treatment, Backflow Device Tester, Water Distribution, Wastewater Treatment, CWPCA Industrial Waste, Laboratory Technologist, Mechanical Assistant and/or Collection System Maintenance or other required certifications or operating licenses, employees shall be reimbursed by the District for classes of mandatory applicable testing and renewal fees, provided said certifications are appropriate to their day-to-day employment responsibilities and the employees have obtained prior approval for reimbursement on forms provided by the District.

Seminar & Tuition Assistance Expenses

For employees to receive financial assistance in continuing education they must:

- A. Have ~~been continuously employed at least 6 months;~~
- ~~B. Have~~ prior approval of their supervisor and/or the General Manager; and
- ~~C.B.~~ Have selected credit or non-credit ~~C.B.~~ courses given by an accredited or approved college or school which:
 - ~~1. Relate~~ relate directly to their present or future job assignments;
 - ~~2. Do and do~~ not conflict with their assigned hours of work.

NOTE: Upon approval of the General Manager, employees may attend seminars or special education as may be beneficial to the District during working hours. The District may provide transportation and will pay for all registration fees and materials needed. The employee is responsible for receiving prior approval for District related reimbursable expenses prior to incurring any expenses related to seminars and/or tuition and coordinating their time away from work with their immediate supervisor.

Employees who qualify and continue in the District as an employee and achieve a final grade of "C" or better will be reimbursed in full on a semester or course basis, whichever is applicable for the cost of their tuition, registration fees, and required text books. If the books are reimbursed, they become the property of the District.

Layoff Procedure

The District may initiate layoffs for lack of work, lack of funds, reorganization or other legitimate business reasons:

- A. Non-Discrimination in Workforce Reduction – Demotions which result from a reduction in force shall be made without regard to an employee's race, color, creed, national origin, religion, sex, age, physical/mental disability, medical condition, or U.S. Veterans' status.
- B. Layoff Plan – In the interest of Employees who may be adversely affected by a general layoff arising from the need to reduce the work force, the District may first solicit volunteers for alternative measures, such as early retirement, demotion, job sharing, reduced work hours, and the like, in order to reduce the impact upon employees, so long as the District determines that is in its best interest to take such measures.
- C. Abolition of Position – Consistent with its Reserved Rights, the Board of Directors may abolish any position in District service when, in the Board's judgment, such action becomes necessary. Employees transferred, demoted, or laid off because of abolition of positions shall receive written notice of such fact but shall not have the right of appeal in such cases. When a position is abolished, every effort will be made to transfer the affected employee to a comparable class and to follow the layoff procedures.
- D. Layoff Area and Priority – The General Manager in consultation with the Board of Directors, shall determine the area(s) and positions in which layoffs may occur, including the identity of the department, division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, a copy shall be submitted to all affected and recognized employee organizations, and these rules shall prevail as to the method and manner for implementing such layoffs:
 - Generally, employees holding temporary, seasonal, part-time, probationary, or provisional appointments shall be laid off first. Employees serving in permanent modified schedule (part-time) positions shall be laid off second. Employees in classified service who have completed probations should be laid off last.
 - For purposes of layoff and displacement, seniority for classified employees shall be determined first by service credit within an identified classification and by higher classification in the affected department. Seniority shall be determined thereafter on a District-wide basis. A seniority list will be developed and posted.
 - Service credit shall be weighed against the incumbents' efficiency and effectiveness:

- Ability to perform work, as determined by assessment of qualifications and past work experience;
- An assessment of the last 3 performance appraisals; and,
- Discipline received during the last 12 months.

E. Service Credit – A service credit shall be determined and defined as follows:

- Continuous service in the classification, including successful completion of the probationary period, shall be the basis for receiving one point for each year of service in the current classification, or fraction thereof for each full month of service in the current classification.
- Continuous District service, including successfully completed probationary periods, shall be the basis for receiving additional service credits as follows:
 - One point for each year of service, or fractions thereof, for each full month of service, in lower classes of work within the same department; or
 - One-half point for each year of service, or fractions thereof, for each full month of service, in another classes of work within the different department than the one in which currently employed;
- Performance evaluation based upon the employee’s last 3 annual ratings shall be the basis of receiving additional service credits; each rating shall be valued as follows:

Superior	2 points
Satisfactory	1 point
Below Satisfactory	0 points

- Disciplinary record evaluation for previous 12 months:

Two (2) or more conference memorandums	-1 points
Reprimand	-2 points
Suspension or other	-3 points

F. Layoff Notifications – The General Manager, or designee, shall send written notice to the last known address of each employee affected by a layoff at least 15 calendar days prior to the effective date of such action. The notice shall include:

- The reason(s) for layoff;
- Classes or positions to which the employee may transfer or demote within the department, or other departments, if any;
- Effective date of the action;
- Service credit of the employee based on the formula rating specified herein;
- Rules regarding waiver of reinstatement and voluntary withdrawal from the reinstatement list; and
- Limited appeal right of the employee, excluding layoff resulting from abolition of position.

G. Bumping – An employee designated to be laid off may bump into any vacant position in the same class elsewhere in the District, or into any position of the same class held by an employee with lesser service credit elsewhere in the District. If no such position exists, the employee may bump into the next lower classification within the same department, provided that the employee has previously held permanent status in such classification with the District and possesses greater service credit than another employee in the lower class. Thereafter, an employee may bump into any previously held permanent position in the District, provided that the occupant of such position has lesser credit than the employee

being laid off. Except as otherwise provided herein, an employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

- H. Layoff of Bumped Employee – A bumped employee, or an employee laid off as a result of a displaced employee’s reversion to a lower classification, shall receive written notice of layoff not less than 10 calendar days prior to the effective date of the layoff.
- I. Reinstatement Lists – The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate reinstatement list according to the date of separation on the following basis – the last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter. This list shall be used by the appointing authority when a vacancy for that class is to be filled.

The eligibility of individuals on reinstatement lists shall extend for a period 1 year from the date of layoff. Persons who do not respond to written notification of an opening within 10 working days shall have their names removed from the reinstatement list.

- J. Notice of Recall from Layoff – Notice of recall from layoff shall be given by return receipt requested mail. The notice shall specify the date for reporting to work, which shall be not less than 5 calendar days nor more than 2 weeks from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the District, and attempted delivery or actual delivery is certified by the Postal Service.

Upon receiving notice, the person on layoff shall have 3 calendar days to accept or decline the recall opportunity. An employee who fails to respond affirmatively in writing within 3 calendar days, refuses recall, or fails to report on the prescribed date waives all further right to recall and reinstatement as an employee.

When recall is declined or waived, the District will proceed to the next person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met or until the list is exhausted.

Reinstated persons shall receive the following upon return to service:

1. Retention of permanent full-time service credit accrued as the date of layoff.
2. The salary for the classification in effect as of the date of return, at the same step level as the date of layoff, not to exceed the top step;
3. The accrual rate of vacation and sick leave in effect for the employee’s service credit length and class at the time of rehire, but insurance contributions and qualifying period shall be at the level of a new employee serving the obligatory probation period of at least 6 months if on layoff for more than 1 year;
4. All other benefits or programs in effect at the time of layoff shall be forfeited unless they are still applied to the classification or salary range at the time of rehire or provided to new hires as of that date.

Resignations

An employee who fails to report to scheduled work hours or does not have a valid leave for 3 consecutive business days shall have been deemed to have constructively resigned. The resignation of an employee is considered a voluntary termination and is initiated by the employee.

Generally, a 2-week notification is requested as a matter of courtesy to the District as the employer. The District shall retain the option of dismissing the employee upon receipt of notice with full payment of remaining wages and due benefits as provided for in District benefit package.

Disciplinary Action

The following disciplinary action may be taken against any employee either by the General Manager or his/her designee.

- A. Oral or Written Warnings - Oral or written warnings may be filed in the employee's personnel record file following personal consultation between the employee and his/her supervisor.
- B. Suspension - Absence without pay directed as a disciplinary action.
- C. Demotion - Reduction from a position in one class to a position in another class having a lower salary range affected for disciplinary purposes. A demotion for disciplinary reasons places the employee on probation in accordance with the Wage and Benefit Manual. (Demotions resulting from employee inability to perform required duties, organizational changes, and layoff, are not disciplinary.)
- D. Dismissal - Discharge from the Water District service.
- E. The District is not precluded from taking other corrective measures intended to modify and/or sustain its norms.

In order to establish standards of conduct and work performance for Employees that are consistent with the efficient and effective delivery of public services, and to maintain the integrity of employment where public interest is vital, the District hereby sets forth those circumstances under which disciplinary action may be required and the procedures under which such actions may occur, which will afford employees fair treatment and due process.

To ensure equitable processing of disciplinary actions, the General Manager, or designee, shall be responsible for the proper handling of such matters, including the assurance that Employee rights are protected, and that appropriate action is taken when circumstances warrant. Officials of the District who are responsible for recommending or implementing disciplinary action shall do so based on the procedures prescribed herein and /or as dictated by external law.

Management Employees

No discipline will be proposed or implemented upon an exempt employee which would violate FLSA Regulations, i.e., there will be no disciplinary suspensions for increments of less than 1 week, except for major safety violations. (29 CFR Sections 541, 118(2) (5).)

Causes of Action

It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance and events of misconduct. The following is a non-exclusive list of the more common causes for disciplinary action:

A. Abuse or misuse of leave.

1. Improper or unauthorized use of abuse of sick leave;
2. Excessive or patterned absenteeism regardless of reason;
3. Being absent without authorized leave, repeated tardiness to assigned workstation, or leaving assigned workstation without authorization.
4. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.
5. Failure to report an absence or late arrival; falsely recording timesheet.

B. Behavior.

1. Excessive use of District telephone for personal calls.
2. Violation of any District rule; or any action that is detrimental to the operation of the District.
3. Immoral conduct or indecency on District property.
4. Conducting a lottery or gambling on District premises.
5. Violation of security or safety rules or failure to observe safety rules or safety practices; failure to wear required safety equipment; tampering with YVWD equipment or safety equipment.
6. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
7. Negligence or any careless action that endangers the life or safety of one's self or another person.
8. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on District premises or when representing YVWD; fighting, or provoking a fight on District property, or negligent damage of property.
9. Any act of unlawful harassment, sexual, racial or other; telling sexist or racist jokes; making racial or ethnic slurs.
10. Smoking in restricted areas as specified by department rules. (All YVWD facilities are designated as non-smoking facilities. Smoking is allowed on YVWD property, outside of the buildings in accordance with State law.)
11. Willful or negligent violation of the personnel rules and regulations, resolutions, and other related ordinances including departmental rules, regulations, manual and other policies.
12. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on District property or while on duty.
13. Use of District vehicles or equipment for personal gain. The purchase of equipment, supplies, or other items intended for personal use using District funds.
14. Failure to follow safe working practices or failure to report promptly an injury.
15. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work for the District.
16. Responding defiantly to a supervisor's directive. Engaging in an act of sabotage; negligently causing the destruction or damage of District property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
17. Participation in an unsanctioned strike, work stoppage, work slowdown, or other detrimental concerted activity.
18. Sleeping or loitering during working hours.

19. Acceptance or solicitation of gifts or gratuities in connection with or relating to the Employee's duties.
20. Conduct that is unbecoming a District Official or Employee which tends to discredit the District or District service, including off-duty misconduct or willful misrepresentation of the District.
21. Conviction of a crime, the nature of which reflects adversely upon the District or serves as an indication of possible serious consequences related to the continued assignment or employment of the Employee.
22. Dishonesty; falsification or misrepresentation on your application for employment or other work-related records or reports; lying about sick or personal leave; falsifying reasons for a leave of absence or other data requested by YVWD; alteration of District records or other District documents.
23. Discourteous treatment or harassment of the public or District employees. Threatening, intimidating or coercing fellow employees, or the public, on or off the premises at any time, for any purpose.
24. Conduct interfering with the reasonable management and discipline of the District or any of its departments or divisions.
25. Engaging in political activities while on duty.
26. Any act or conduct that is discriminator or harassing in nature towards another person's race, creed, color, national origin, sex (including sexual harassment), sexual preference, physical/mental disability, medical condition, age, religious, beliefs, U.S. Veterans status or political affiliations.
27. Obscene or abusive language toward any manager, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on District premises.
28. Unauthorized release of confidential information or official record; failure to treat pending business matters as confidential.
29. Creating or contributing to unsanitary conditions.
30. Theft or unauthorized possession of District property or the property of fellow employees; unauthorized possession or removal of any District property, including documents, from the premises without prior permission from management; unauthorized use of District equipment or property for personal reasons; using District equipment for profit.
31. Speeding or careless driving of District vehicles.
32. Neglect of duty.

C. Work Performance

1. Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your supervisor.
2. Inefficiency, incompetence, or negligence in the performance of duties, or failure to discharge duties in a prompt, competent, and reasonable manner.
3. Refusal or inability to improve job performance in accordance with written or verbal direction after reasonable trial period.
4. Refusal to accept reasonable and proper assignment from an authorized supervisor.

D. Substance Abuse

1. Being intoxicated or under the influence of a controlled substance while at work; use, possession or sale of a controlled substance in any quantity while on District

- premises, except medications prescribed by a physician which do not impair work performance.
2. Inappropriate use of prescription drugs, possession of drug paraphernalia or open container of alcoholic beverage while on duty.
 3. Driving under the influence of alcohol or drugs, including prescription drugs which are unauthorized/misused while on duty; or Suspension of driver's license where job duties require driving.
 4. Selling or providing another party, either directly or through an intermediary, drugs or alcohol to any person, including, but not limited to another employee, while either party is on duty or subject to call.
 5. Other reasons subject to a test of just cause.

Notice of Proposed Disciplinary Action (Suspension or other action equivalent to more than 5 days)

An affected employee shall be given prior notification of a proposed disciplinary action. Notification shall include a statement of proposed action and reasons therefore. A copy of the notice shall be sent to the General Manager.

A. Skelly Hearing - Administrative Review

Any regular employee, excepting introductory or part-time employees, shall have the right to an Administrative Review of a disciplinary action, demotion, or dismissal. Such review will be conducted by the General Manager or his/her designee prior to the effective date of the disciplinary action unless unusual circumstances justify an effective date which makes prior review unfeasible. In this event the review will be conducted within a reasonable period of time after the effective date of the disciplinary action. The employee shall be provided with written notice of materials supportive of the disciplinary action and permitted to appeal personally before the reviewing officer. An Administrative Review shall not affect any rights the employee may have to a hearing under provisions of the Grievance Procedure.

B. Administrative Review

The General Manager must approve recommendations for disciplinary action against an employee. Disciplinary action is taken primarily for corrective purposes to address deficiencies in work performance, misconduct or deviation from established policies. Types of disciplinary action may include verbal or written warnings, suspension without pay, demotion to a lower pay range or dismissal (termination). All proposed disciplinary actions shall be subject to administrative review prior to the effective date of the proposed disciplinary action, where such actions include suspension, demotion or dismissal.

Grievance Procedure

A grievance procedure has been established for the following purposes:

- A. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances; that is, claims by an employee that the District has violated, misrepresented or misapplied an obligation to the employee as such obligation is expressed and written in the Personnel Policies of the District.

- B. Providing a method of resolving such claims as closely as possible to the point of origin and as informally as possible.
- C. Encouraging free communications between supervisors and employees.
- D. Providing due process for actions taken against regular employees.

Grievance Procedure Steps

- A. Step One: Supervisor - An employee who has a grievance shall first take it up informally with their immediate supervisor within 10 business days after they know or reasonably should have known of the occurrence of the cause for grievance.
- B. Step Two: Department Head - If the grievance is not resolved within 5 business days after its submission in Step One, an employee may submit their grievance in writing to their department head within 7 business days after the grievance was discussed with their Supervisor in Step One. No formal format is required for the written grievance claim. The Department Head shall meet with the employee within 5 business days after receiving the grievance and shall deliver his/her answer in writing to the employee within 5 business days after such meeting. At this, and all subsequent steps in the grievance procedure, the employee has the right to present their grievance with or without a representative, at their option. This grievance procedure does not waive the right to meet and confer on issues within the scope of bargaining in accordance with and to the extent permitted by a Memorandum of Understanding.
- C. Step Three: General Manager - If the grievance is not resolved in the Second Step, the employee may submit it in writing to the General Manager within 5 business days after the Department Head's answer is received in writing. The General Manager shall meet with the employee within 5 business days after having received the grievance and shall deliver his/her response to them in writing within 7 business days after such meeting.
- D. Step Four: Board of Director's Hearing - If the grievance is not resolved in Step Three, the employee may submit a request in writing to the Board of Directors through the General Manager asking for a hearing. The request for a hearing will be forwarded to the Board of Directors and a hearing officer will be appointed by the District to conduct a hearing and report findings and recommendations to the Board of Directors. Upon receipt of the hearing officer's report, the Board may (1) adopt the report in its entirety; (2) adopt the findings of fact but modify the recommended action; (3) find all or part of the report insufficient and elect to make further findings through an investigation or hearing. The decision of the Board as to the sufficiency of the cause for disciplinary action shall be conclusive administratively.

Whether the hearing or review of hearing findings is conducted in public or executive session, the Board may deliberate its decision in executive session as permitted by law. The Board of Directors shall respond to the grievance in a timely fashion at their next regular Board Meeting following the meeting at which the grievance was heard or as soon as mutually convenient.

General Provisions

Upon receiving an employee request, the General Manager may approve the use of regular working hours which the employee may meet with his/her representative to prepare and present the grievance; otherwise such meeting must be held outside of working hours.

If appeal is not made within the time limits indicated, the grievance will be considered to have been settled on the basis of the last decision rendered. Any grievance not responded to within the prescribed time limits as described in this section will be automatically advanced to the next higher step unless the time limit is extended by mutual agreement.

Employees are assured freedom from reprisal for using the grievance procedure.

Observance of Policy

All employees are expected to observe the policies contained herein. Any questions or misunderstandings of the above shall be directed to the General Manager. Failure to observe the Personnel Policies of the District may result in disciplinary action, up to and including termination.

Effectiveness of Provisions

If any term, covenant, condition, or provision of this Document is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

END OF SECTION

Receipt and Acknowledgment of Yucaipa Valley Water District Personnel Manual

Please read, sign and return to your supervisor.

Understanding and Acknowledging Receipt of Yucaipa Valley Water District Personnel Manual.

- I have received a copy, read and understand the Drug and Alcohol Testing Program policy. I consent to submit to the drug and alcohol testing program as required by the Drug and Alcohol Program policy and the law.

ANY EMPLOYEE WHO REFUSES TO COMPLY WITH THE REQUIREMENTS OF THE DRUG & ALCOHOL TESTING POLICY MAY BE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.

DO NOT SIGN THIS ACKNOWLEDGEMENT FORM UNTIL YOU HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THE POLICY PROVISIONS LISTED ABOVE.

- I have received and read a copy of the District's Personnel Manual. I understand that the policies and benefits described in it are subject to change at the sole discretion of Yucaipa Valley Water District at any time.

Employee's Printed Name
Employee's Signature
Date