



AGENDA
ADJOURNED MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY, NOVEMBER 20, 2024 - 9:00 AM
1391 Engineer Street, Vista, CA 92081
Phone: (760) 597-3100 www.vidwater.org

NOTICE FOR PARTICIPATION

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the Board meeting telephonically, please contact the Board Secretary during regular business hours at (760) 597-3128. Notification received 48 hours before the meeting will assist Vista Irrigation District in making reasonable accommodations.

The public may participate in this meeting in-person and by teleconference. To join this meeting via telephone, please dial (877) 873-8018; the Pass Code is 474698#.

Public Participation/Comment: Members of the public can also participate in the meeting by emailing your comments on an agenda item to the Board Secretary at BoardSecretary@vidwater.org; such email should include the agenda item number in the subject line and must be received before the time the meeting commences. Members of the public, whether participating in-person or telephonically, may address the Board of Directors in real-time during the public comment period and when specific agenda items are being considered. Please announce your attendance if participating telephonically or fill out a speaker slip if participating in-person if you would like to provide real-time public comment.

1. CALL TO ORDER

2. ROLL CALL – DETERMINATION OF QUORUM

3. PLEDGE OF ALLEGIANCE

4. CONSIDER APPROVAL OF AGENDA

In the case of an emergency, items may be added to the Agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage, a crippling disaster, or other activity that severely imperils public health, safety, or both. Also, items that arise after the posting of the Agenda may be added by a 2/3 vote of the Board. Items on the agenda may be taken out of sequential order as their priority is determined by the Board of Directors. The Board may take action on any item appearing on the agenda.

5. ORAL COMMUNICATIONS

Members of the public may address the Board on items not appearing on the posted agenda, which are within the subject matter jurisdiction of the Board. Speakers are asked to limit their comments to five (5) minutes; the total time allowable for all public comment on items not appearing on the agenda at any one meeting may be limited. Comments on items listed on the agenda will be taken before or during discussion of the agenda item. Members of the public desiring to address the Board are asked to complete a speaker's slip available on the table near the entrance of the Boardroom and present it to the Board Secretary prior to the meeting.

6. CONSENT CALENDAR

Any member of the Board, staff or public may request that items from the Consent Calendar be removed for discussion. Items so removed shall be acted upon separately immediately following approval of items remaining on the Consent Calendar.

- A. Grant of Right of Way**
Recommendation: Accept Grant of Right of Way (M134) for a specific easement over a single-family residential lot consisting of approximately 1.64 gross acres owned by Dustin and Carol Merkey, located at 2756 Ramona Drive, Oceanside, CA 92084 (APN 159-170-44; DIV NO 1).
- B. Minutes of the Public Affairs Committee Meeting on October 22, 2024**
For information only.
- C. Minutes of the Board of Directors meeting on November 6, 2024**
Recommendation: Approval of draft minutes.
- D. Ratification of check disbursements**
Recommendation: Adopt a resolution ratifying checks numbered 76009 through 76090 in the amount of \$3,392,253.58 pursuant to the cash disbursement report detailing expenditures.
- 7. RESOLUTION HONORING RICHARD L. VÁSQUEZ FOR HIS 24 YEARS OF BOARD SERVICE**
Recommendation: Adopt Resolution No. 2024-XX honoring Richard L. Vásquez for his 24 years of Board service.
- 8. LABOR AGREEMENTS AND EMPLOYEE PERSONNEL POLICIES MANUAL**
Recommendations: 1) Adopt Resolution No. 2024-XX covering wages, hours and terms and conditions of employment with California Teamsters Public, Professional and Medical Employees Union Local 911 for employees in the Non-Supervisory Unit for the calendar years 2025, 2026, and 2027; and 2) Adopt Resolution No. 2024-XX covering wages, hours and terms and conditions of employment with confidential employees and management employees for the calendar years 2025, 2026, and 2027; and 3) Adopt Resolution No. 2024-XX revising the Employee Personnel Policies Manual.
- 9. COMMUNICATION PLAN AND ENGAGEMENT PLAN**
Recommendation: Adopt the Communication and Engagement Plan.
- 10. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY**
Informational report by staff and Directors concerning the San Diego County Water Authority.
- 11. MEETINGS AND EVENTS**
 - A. Reports on meetings and events attended by Directors*
 - B. Schedule of upcoming meetings and events*
- 12. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES**
This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming Board meetings and/or identify press release opportunities.
- 13. COMMENTS BY DIRECTORS**
This item is placed on the agenda to enable individual Board members to convey information to the Board and the public not requiring discussion or action.
- 14. COMMENTS BY GENERAL COUNSEL**
Informational report by the General Counsel on items not requiring discussion or action.
- 15. COMMENTS BY GENERAL MANAGER**
Informational report by the General Manager on items not requiring discussion or action.

16. CLOSED SESSION TO CONDUCT PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GENERAL MANAGER

Performance evaluation of public employee pursuant to Government Code section 54957.

17. GENERAL MANAGER COMPENSATION

Recommendation: Review the compensation of the General Manager and take action as appropriate.

18. ADJOURNMENT

- *The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board are available for public review in the lobby of the District office during normal business hours.*
- *Agendas and minutes are available at www.vidwater.org.*
- *VID Board meetings are generally held on the first and third Wednesday of each month.*

AFFIDAVIT OF POSTING

I, Ranae Ogilvie, Board Secretary of the Vista Irrigation District, hereby certify that I posted a copy of the foregoing agenda outside the lobby of the District office at 1391 Engineer Street, Vista, California at least 72 hours prior to the meeting, in accordance with Govt. Code Sec. 54954.2(a).

Date: November 14, 2024


Ranae Ogilvie, Board Secretary



STAFF REPORT

Agenda Item: 6

Board Meeting Date: November 20, 2024
Prepared By: Ranae Ogilvie

SUBJECT: CONSENT CALENDAR

- A. Grant of Right of Way
- B. Minutes of the Public Affairs Committee meeting on October 22, 2024
- C. Minutes of the Board of Directors meeting on November 6, 2024
- D. Ratification of check disbursements



STAFF REPORT

Agenda Item: 6.A

Board Meeting Date:	November 20, 2024
Prepared By:	Christina Olson
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: GRANT OF RIGHT OF WAY

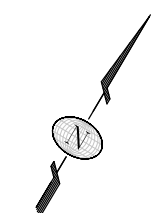
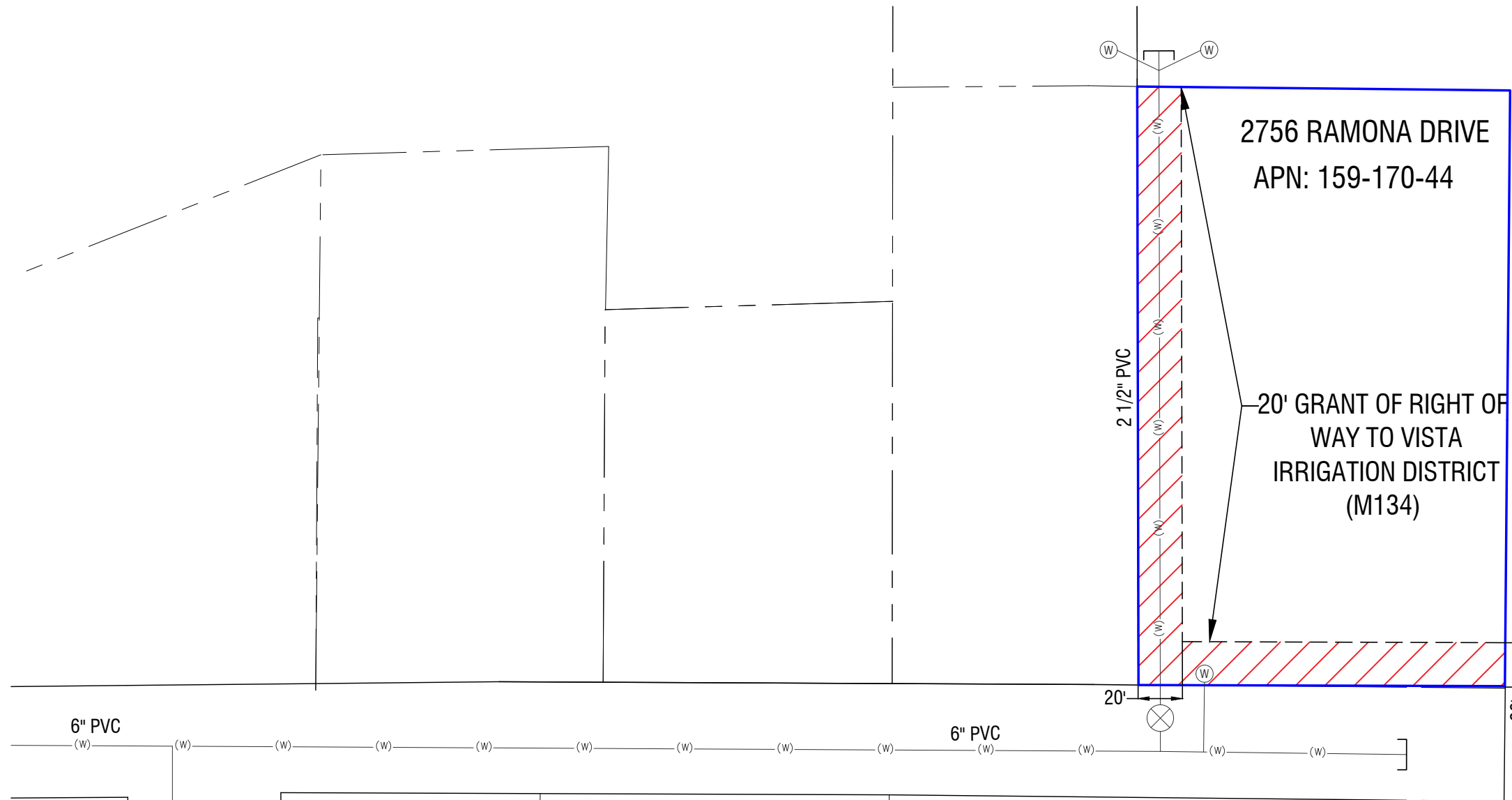
RECOMMENDATION: Accept Grant of Right of Way (M134) for a specific easement over a single-family residential lot consisting of approximately 1.64 gross acres owned by Dustin and Carol Merkey, located at 2756 Ramona Drive, Oceanside, CA 92084 (APN 159-170-44; DIV NO 1).

PRIOR BOARD ACTION: In 1925, the Board accepted Grant of Right of Way (N110).

FISCAL IMPACT: None.

SUMMARY: The owners, Dustin and Carol Merkey, are in the process of building an accessory dwelling unit for APN 159-170-44. The District has existing facilities within the property currently covered by Blanket Easement (N110). Acceptance of Grant of Right of Way (M134) via an easement document will allow the District to secure a dedicated 20-foot-wide specific easement over existing District facilities.

ATTACHMENT: Map



LEGEND

- EXISTING
- DOMESTIC SERVICE
 - WATER MAIN
- PROPOSED PUBLIC
- GRANT OF RIGHT OF WAY (M134)

OWNER:
 DUSTIN MERKEY AND CAROL MERKEY
 2756 RAMONA DRIVE
 OCEANSIDE, CA 92084



VISTA IRRIGATION DISTRICT		
GRANT OF RIGHT OF WAY (M134)		
2756 RAMONA DRIVE		
APN: 159-170-44		T.B.
SCALE: NONE		L.N.
APPD. BY: RW	DATE: 11/7/24	W.O.
DRAWN BY: NR	DATE: 11/7/24	
SHEET 1 of 1	MAP: E6	
REVISED: 11/7/24	NICK REARDON	
PATH:		

DRAFT COMMITTEE MINUTES FOR INFORMATION ONLY

Not part of the District's permanent record until signed.

MINUTES OF THE
PUBLIC AFFAIRS COMMITTEE OF
VISTA IRRIGATION DISTRICT

October 22, 2024

A meeting of the Public Affairs Committee of Vista Irrigation District was held on Tuesday, October 22, 2024, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

Chair Sanchez called the meeting to order at 11:00 a.m.

2. ROLL CALL

Committee Members present: Sanchez and Kuchinsky.

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ranae Ogilvie, Board Secretary; Shallako Goodrick, Director of Administration; and Brent Reyes, Management Analyst.

Other attendees: None.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

4. ORAL COMMUNICATIONS

No public comments were presented on items not appearing on the agenda.

5. COMMUNICATIONS AND ENGAGEMENT PLAN

See staff report attached hereto.

Management Analyst Brent Reyes stated that at its December 20, 2023 meeting the Public Affairs Committee (Committee) reviewed the communication related goals contained in the District's Strategic Plan and requested that staff develop a new stand-alone Communications and Engagement Plan (Plan) to bring back to the Committee for review. He said that staff has prepared a draft Plan for the Committee's review and feedback; it was noted that the Committee's input from December 20, 2023 meeting had been incorporated.

The Committee reviewed and discussed the various components and goals of the Plan. Director of Administration Shallako Goodrick highlighted the Communication Approaches in the Plan, noting that the communication approach selected will be based on a number of factors including the audience, message to be conveyed and/or project to be highlighted. The Committee suggested assigning one person as the point of contact to oversee the Plan.

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The Committee commended staff for incorporating all the elements previously discussed. It was suggested that staff include the type of communication approach(es) to be utilized to communicate key messaging about specific projects in future staff reports and/or division reports.

The Committee thanked staff for their hard work and recommended taking the Plan to the Board for its review and consideration.

6. PUBLIC RELATIONS SERVICES

See staff report attached hereto.

Ms. Goodrick stated that at its December 20, 2023 meeting the Committee discussed the need to engage a public relations (PR) firm to assist the District with its public communications related to implementation of its capital improvement program (CIP). She noted that the Fiscal Year 2025 Budget included \$100,000 for public relations services. Ms. Goodrick said that when staff prepared the draft scope of work for PR services, the need to have an accessible resource available to staff for messaging and communication efforts upon request was considered; in addition to the public outreach services related to the implementation of the CIP, the scope of work was structured to provide as-needed PR services for various tasks, providing more flexibility in the type of work to be performed.

The Committee concurred with structuring and content of the scope of work for public relations services and directed staff to move forward with finalizing a draft request for proposal for review by the Board.

7. COMMUNITY GRANT PROGRAM

See staff report attached hereto.

Committee member Kuchinsky said that providing a community grant program would support non-profit organizations' water education projects/programs and enhance District community outreach efforts. He suggested utilizing a portion (\$2,500) of the scholarship program budget to fund a community grant program. General Manager Brett Hodgkiss stated that the District has a Charitable Contributions Policy that sets very specific guidelines for funding community programs/projects, including that it must have a direct benefit to the District and it must be in the best interest of the District's ratepayers. Staff advised the Committee that the Hans and Margaret Doe Charitable Trust and Metropolitan Water District of Southern California's (Metropolitan) Community Partnering Program offer local water related grant programs for non-profit organizations. After further discussion, the Committee suggested that staff promote the Hans and Margaret Doe Charitable Trust and the Metropolitan Community Partnering Program in lieu of the District administrating its own community grant program.

8. SCHOLARSHIP CONTEST

See staff report attached hereto.

Mr. Reyes provided a brief overview of the scholarship contest stating that the essay question has been updated, and the application packages and brochure will be distributed to high school counselors in December. The Committee reviewed the essay question, providing feedback and suggesting minor changes. It was suggested that the required number of letters of recommendation be changed from two to one. Mr. Hodgkiss noted that changes to the application requirements would need to be reviewed by the Board and suggested having the Board consider changes to the following year's scholarship contest when they review

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the Committee's recommendations for winner(s) in spring 2025. The Committee requested that staff incorporate their suggested changes into the essay question for their review before distributing to application packages counselors.

9. 2024 ANNUAL REPORT AND 2025 NEWSLETTER

See staff report attached hereto.

The Committee discussed topics and provided ideas for content for both the 2024 Annual Report and 2025 Newsletter.

10. COMMENTS BY COMMITTEE MEMBERS

Committee member Kuchinsky commented on a rate-related exercise that he participated in during his attendance at the San Diego County Water Authority Citizen's Water Academy.

11. COMMENTS BY GENERAL MANAGER

None were presented.

12. ADJOURNMENT

There being no further business to come before the Committee, at 12:57 p.m. Chair Sanchez adjourned the meeting.

Patrick H. Sanchez, Chair

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

DRAFT MINUTES

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MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT

November 6, 2024

A Regular Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, November 6, 2024 at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

President Vásquez called the meeting to order at 9:00 a.m.

2. ROLL CALL

Directors present: Vásquez, Kuchinsky, Sanchez, and MacKenzie. Director Miller was present via teleconference.

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ramae Ogilvie, Secretary of the Board; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; Shallako Goodrick, Director of Administration; Christina Olson, Engineering Services Manager; and Elizabeth Xaverius, Administrative Assistant. General Counsel Elizabeth Mitchell of Burke, Williams & Sorensen was also present.

Other attendees: Stephanie Zehren of the San Luis Rey Indian Water Authority was present via teleconference.

3. PLEDGE OF ALLEGIANCE

President Vásquez led the Pledge of Allegiance.

4. APPROVAL OF AGENDA

24-11-116	<i>Upon motion by Director MacKenzie, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the agenda as presented.</i>
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5. ORAL COMMUNICATIONS

No public comments were presented on items not appearing on the agenda.

6. CONSENT CALENDAR

President Vásquez requested pulling Consent Calendar items 6.A – Cancellation of Private Water System Maintenance Agreement, 6.B – Emergency Paving Services, and 6.C – Treasurer's Report as of September 30, 2024 for further discussion.

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24-11-117 *Upon motion by Director MacKenzie, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the Consent Calendar items 6.D - Minutes of the October 23, 2024 meeting of the Board of Directors and 6.E - Check Disbursements, including Resolution No. 2024-35 approving disbursements.*

President Vásquez stated that he pulled 6.A – Cancellation of Private Water System Maintenance Agreement in error and instead requested to pull 6.D – Minutes of the October 23, 2024 meeting of the Board of Directors, for further discussion.

24-11-118 *Upon motion by Director Kuchinsky, seconded by Director Sanchez and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors reconsidered the motion to approve Consent Calendar items 6.D and 6.E.*

24-11-119 *Upon motion by Director MacKenzie, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved Consent Calendar items 6.A and 6.E, including Resolution No. 2024-35 approving disbursements.*

A. Cancellation of Private Water System Maintenance Agreement

See staff report attached hereto. Staff recommended and the Board approved the cancellation of Private Water System Maintenance Agreement No. 88.001 for three, 6-inch asbestos cement pipelines serving the onsite fire protection system for a 10.87-acre commercial parcel owned by Brixton Pavilion LLC, located at 1950 Hacienda Drive (LN 2023-004; APN 166-054-44 and 166-054-25; DIV NO 4).

E. Resolution ratifying check disbursements

RESOLUTION NO. 2024-35

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 75951 through 76008 drawn on US Bank totaling \$407,199.82.

FURTHER RESOLVED that the Board of Directors does hereby authorize the execution of the checks by the appropriate officers of the District.

PASSED AND ADOPTED unanimously by a roll call vote of the Board of Directors of Vista Irrigation District this 6th day of November 2024.

B. Emergency Paving Services

See staff report attached hereto.

Director of Operations and Field Services Frank Wolinski provided additional information on the work schedule for the completion of the emergency paving repairs on Sycamore Avenue.

C. Treasurer's Report as of September 30, 2024

See staff report attached hereto.

DRAFT MINUTES

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Director of Administration Shallako Goodrick said that the Cash Flow graph would be updated once the water rate study is completed.

D. Minutes of Board of Directors meeting on October 23, 2024

President Vásquez requested a correction to Item 11 - Meetings and Event, paragraph 5 of the October 23, 2024 minutes. He said that the minutes should be amended to read as follows:

President Vásquez said that it was reported that more than 100 wells in the Orange County service area are impacted by the PFAS and it was reported by Sweetwater Authority that PFAS treatment costs have a direct impact on water rates; \$1 million in treatment costs equals two percent increase in water rates.

24-11-120	<i>Upon motion by Director Sanchez, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved Consent Calendar items 6.B, Emergency Paving Services, ratifying the contract with Joe's Paving, Inc. for emergency paving services; 6.C, Treasurer's Report as of September 30, 2024; and 6.D, Minutes of the Board of Directors meeting October 23, 2024, as amended.</i>
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7. REQUEST TO PRESENT A LATE CLAIM

See staff report attached hereto.

Ms. Goodrick presented an overview of Portillo Concrete, Inc.'s (Portillo) request to submit a late claim for an incident that occurred on November 29, 2023, noting that the claim was submitted eight months after the incident on August 2, 2024. She said that the District was not made aware that any damages had occurred from the incident and had not received any other communications from Portillo prior to receiving the claim. Staff responded on September 6, 2024 rejecting the claim due to it being submitted outside the six-month filing period set forth in California Government Code 911.2.

Ms. Goodrick informed the Board that the agenda and a copy of the staff report were emailed to Portillo and their attorney, Gregory Koehler, on October 31, 2024 notifying them that their request to submit a late claim was to be considered by the Board at its November 6, 2024 meeting. She said that Mr. Koehler submitted a response to the information presented in the staff report to the Board Secretary on November 5, 2024 and that a copy of Mr. Koehler's response had been provided to the Board.

The Board discussed the information submitted by Portillo and the subsequent comments submitted by Mr. Koehler. Director Miller commented that it seems inconceivable that Portillo waited eight months to submit a claim instead of notifying the District immediately following the incident.

24-11-121	<i>Upon motion by Director Kuchinsky, seconded by Director MacKenzie and carried (3 ayes: Miller, Kuchinsky, and MacKenzie; 2 noes: Sanchez and Vásquez), the Board of Directors denied the request to present a late claim submitted by Portillo Concrete, Inc.</i>
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DRAFT MINUTES

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8. DIVISION REPORTS

See staff report attached hereto.

General Manager Brett Hodgkiss informed the Board that the Fiscal Year 2025 Achievements, normally included as a part of Divisions Reports, was inadvertently left out and a copy of the list was provided to them separately at their places.

Mr. Wolinski provided a brief overview of the Risk and Resilience Assessment (RRA) update required by the Environmental Protection Agency's (EPA) America's Water Infrastructure Act. He said that the District prepared its RRA, which involved listing all District assets, analyzing them against potential threats and setting up counter measures to mitigate the threats, with assistance from a consultant. Mr. Wolinski stated that the RRA is required to be updated and self-certified with the EPA every five years, and the District has retained the same consultant to assist with the update; the RRA must be submitted by March 31, 2025.

Mr. Wolinski provided an update on the flume roof repairs on Borden Bench and responded to a question regarding the reduction in solar energy production at the District's headquarters.

The Board congratulated Christina Olson on her promotion to Engineering Services Manager.

Mr. Wolinski provided an update on the replacement of a section of mainline near Fairview Drive.

9. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BYLAWS AMENDMENT

See staff report attached hereto.

Mr. Hodgkiss introduced the item, and the Board took the following action:

24-11-122	<i>Upon motion by Director Sanchez, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors cast the District's vote to adopt the changes to the California Special Districts Association's Bylaws.</i>
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10. DESIGNATION OF VOTING PROXY FOR THE ASSOCIATION OF CALIFORNIA WATER AGENCIES BYLAW AMENDMENTS

See staff report attached hereto.

Mr. Hodgkiss said that the Association of California Water Agencies (ACWA) has requested that each member agency designate a proxy to cast its vote regarding bylaw amendments at the annual meeting to be held during the ACWA Fall Conference on December 4, 2024. The Board took the following action:

24-11-123	<i>Upon motion by Director Sanchez, seconded by Director Miller and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors designated Directors MacKenzie and Kuchinsky as the District's voting delegate and alternate, respectively, to vote on proposed amendments to the ACWA Bylaws.</i>
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DRAFT MINUTES

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11. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

See staff report attached hereto.

Director Miller reported that Nick Serrano was seated as the new Chair of the San Diego County Water Authority (Water Authority) Board of Directors (Board) at its October 24, 2024 meeting and that committee appointments would be announced in January 2025. He said that the Metropolitan Water District (MWD) delegates were approved and that Mel Katz of the City of Del Mar will replace Tim Smith of the Otay Water District as an MWD delegate in 2025. Director Miller said that the Water Authority Board received a presentation on the State Water Project and the Delta Conveyance Project by representatives of the California Department of Water Resources, the State Water Contractors and the Delta Conveyance Design and Construction Authority.

12. MEETINGS AND EVENTS

See staff report attached hereto.

Director Kuchinsky reported that he will be attending the ACWA Business Development Committee meeting on November 7, 2024.

Director Sanchez reported that the Public Affairs Committee met on October 22, 2024 and that the minutes from that meeting will be placed on the November 20, 2024 Board of Directors meeting agenda.

Director MacKenzie attended the California Special Districts Association's State Legislative Committee Strategic Planning Session where the Committee's work plan for 2025 was reviewed.

Director Miller reported that he attended a dinner meeting with Indian Tribes as a representative of the Water Authority and MWD.

13. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

Mr. Hodgkiss said that staff would provide the Board with an update on the District's Main Replacement Program in February 2025.

14. COMMENTS BY DIRECTORS

Director Miller congratulated Director MacKenzie on her re-election to the District's Board of Directors.

Director Sanchez also congratulated Director MacKenzie on her re-election to the Board and commented that he would like to reach out to Rachel Beld, Chief Executive Officer of the Vista Chamber of Commerce (Chamber) regarding the Chamber's 2025 State of the Community Luncheon to confirm the District's interest in speaking at the event.

Director MacKenzie commented on the upcoming water rate study and said that, in her experience, community involvement via committees has been an effective instrument for public education. Mr.

DRAFT MINUTES

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Hodgkiss said that staff intends to request the water rate consultant's input regarding the use of committees during the water rate study process.

15. COMMENTS BY GENERAL COUNSEL

Ms. Mitchell informed the Board of amendments to the Brown Act with respect to remote attendance at Board meetings. She said, due to technology limitations, the District does not have the ability to take advantage of the changes made to remote attendance at this time; therefore, members of the Board must continue to post their location address on the agenda, post the agenda at the remote location, and call into the teleconference line, as is currently done, to participate in a Board meeting remotely.

16. COMMENTS BY GENERAL MANAGER

Mr. Hodgkiss reviewed the memo and its attachments regarding the Water Authority's Pass Through of Wholesale Water Fees and Charges that were provided to the Board. He noted that the pass-through will increase the District's commodity rate by 77 cents per unit and the Water Authority's emergency storage fee (Infrastructure Access Charge) by 14 cents. A typical residential customer's water bill (3/4" meter using 24 units every two months) will increase by about 7.5 percent as a result of the pass-through increases. The District's cost per acre foot of raw water and treated water purchased from the Water Authority will increase by approximately 13.5 percent and 15 percent, respectively in calendar year 2025.

17. CLOSED SESSION – LABOR NEGOTIATIONS

At 10:10 a.m. President Vásquez announced that the Board would be going into closed session.

At 10:28 a.m. the Board reconvened in regular session and Ms. Mitchell stated that there was no reportable action.

18. ADJOURNMENT

There being no further business to come before the Board, at 10:28 a.m. President Vásquez adjourned the meeting to November 20, 2024 at 9:00 a.m.

Richard L. Vásquez, President

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

Cash Disbursement Report



Payment Dates 10/24/2024 - 11/6/2024

Payment Number	Payment Date	Vendor	Description	Amount
76009	11/06/2024	Refund Check 76009	Customer Refund	349.27
76010	10/30/2024	Refund Check 76010	Customer Refund	266.32
76011	11/06/2024	Refund Check 76011	Customer Refund	395.72
76012	10/30/2024	A-1 Irrigation, Inc	Parts to Repair Water Truck	116.35
	10/30/2024		Hose Clamps for Water Truck Repair (4)	23.53
76013	10/30/2024	Amazon Capital Services	Side Window Mirror - Truck 16	100.11
76014	10/30/2024	California Special Districts Association	2025 CSDA Membership Dues	9,785.00
76015	10/30/2024	Cecilia's Safety Service Inc	Traffic Control - Independence Way	7,267.50
	10/30/2024		Traffic Control - Alta Vista	1,662.00
	10/30/2024		Traffic Control - Grapevine Ln	1,045.00
	10/30/2024		Traffic Control - Woodland Dr	2,945.00
	10/30/2024		Traffic Control - Yettford Rd	1,615.00
	10/30/2024		Traffic Control - Via Santo Paulo	1,520.00
	10/30/2024		Traffic Control - N Citrus Ave	1,330.00
	10/30/2024		Traffic Control - Lado De Loma Dr	427.50
76016	10/30/2024	City of Vista	Permit Fees 07/2024 - 09/2024 (8)	14,658.64
76017	10/30/2024	Consor North America, Inc	Deodar Reservoir Rehab	4,399.24
76018	10/30/2024	Deere & Company	Mower- John Deere Z994R Diesel Commercial Ztrak	18,119.27
76019	10/30/2024	Diamond Environmental Services	Portable Restroom Service	131.51
	10/30/2024		Portable Restroom Service	82.12
76020	10/30/2024	Direct Energy	Electric 10/2024 - Henshaw Buildings & Ground	659.45
	10/30/2024		Electric 10/2024 - Henshaw Wellfield	284.72
76021	10/30/2024	DIRECTV	Direct TV Service	116.99
76022	10/30/2024	Electrical Sales Inc	Split Bolt A 2 #8 (300)	584.55
76023	10/30/2024	Elizabeth Xaverius	Reimburse - CSDA Board Secretary/Clerk Conference 10/24	111.30
76024	10/30/2024	Ferguson Waterworks	Bolt Kits (4) & Gaskets (6)	467.64
	10/30/2024		Aquaphalt (30)	2,279.75
	10/30/2024		Nipple / 1" x 2.5" / Brass (5)	27.93
	10/30/2024		Union / 2" / Brass (1)	45.47
	10/30/2024		Proselect Pipe Joint Lubricant / 32 oz (24)	116.91
	10/30/2024		Coupling / 0.75" PVC / Sch 40 / S x S (10)	3.79
	10/30/2024		5/8" Brass Nuts (100)	243.56
	10/30/2024		5/8" x 2.5" Brass Bolts (100)	649.50

Payment Number	Payment Date	Vendor	Description	Amount
	10/30/2024		Ell / 0.75" Street / 90° / Black (2)	8.03
	10/30/2024		Ell / 1" Street / 90° / Black (2)	11.54
	10/30/2024		Adfapter / 0.75" PVC / Sch 40 Male (20)	11.69
	10/30/2024		Nipple / 0.75" x CL / Brass (5)	13.37
	10/30/2024		Nipple / 1" x 2" / Brass (5)	24.63
	10/30/2024		Tee / 0.75" / / Brass (5)	29.77
76025	10/30/2024	D-Tek Enterprises, Inc	Live Bee Removal (1) - Orange Grove	110.00
	10/30/2024		Live Bee Removal (1) - Hillside	110.00
	10/30/2024		Live Bee Removal (1) - Park Ave	110.00
	10/30/2024		Live Bee Removal (1) - Naomi	110.00
	10/30/2024		Live Bee Removal (1) - Steeple Chase	110.00
76026	10/30/2024	Hoch Consulting	Hardell Ln Water Improvements	11,052.50
76028	10/30/2024	Ken Grody Ford Carlsbad	Installed Eccentric & Aligned - Truck 20	571.03
	10/30/2024		Oil/Air Separator (1)	219.81
76029	10/30/2024	Liebert Cassidy Whitmore	Legal 09/2024	810.00
76030	10/30/2024	Mallory Safety and Supply, LLC	Rain Pant XL (1)	126.65
	10/30/2024		Vest Lime Hi-Viz MED (2)	44.71
	10/30/2024		Boots 12 Knee-high Steel Toe (1)	21.60
	10/30/2024		Boots 11 Knee-high Steel Toe (1)	21.59
	10/30/2024		Rain Pant LG (1)	126.65
76031	10/30/2024	Toyota of Escondido	Transmission Mounts (2)	210.35
	10/30/2024		Motor Mounts (2)	159.13
76032	10/30/2024	NAPA Auto Parts	Filters (5)	48.78
	10/30/2024		Filter - Truck 75	29.86
	10/30/2024		Aux Battery Post Terminals (2) - Truck 65	19.84
76033	10/30/2024	North County Auto Parts	Nitrous Oxide Sensor - Truck 75	455.62
	10/30/2024		Crankcase Filter - Truck 65	417.43
	10/30/2024		Shop Chemicals, Wiper Blades	83.56
76034	10/30/2024	North County Tool & Abrasive, Inc	Cutter Bit	156.24
76035	10/30/2024	O'Reilly Auto Parts	Trailer Light Cord Plug	22.99
76036	10/30/2024	Pacific Pipeline Supply	Service Saddle 8x1 PVC (16)	3,290.80
	10/30/2024		Pipe 8" PVC DR-14 C900 (60)	1,883.55
76037	10/30/2024	Parkhouse Tire Inc	Spare Wheel - Trailer T-23	125.57
76038	10/30/2024	RS Americas Inc	Base Radio Antenna (1)	496.56
	10/30/2024		SCADA Fan Filters (4)	74.69
76039	10/30/2024	S & R Towing	Towing Service - Truck 56	225.00
76040	10/30/2024	San Diego Gas & Electric	Electric 10/2024	12.47
76041	10/30/2024	The Centre for Organization Effectiveness	Supervisor Academy (2)	1,898.00

Payment Number	Payment Date	Vendor	Description	Amount
76042	10/30/2024	Verizon Wireless	Cell Phones 09/16/24 - 10/15/24	2,165.87
76043	10/30/2024	Volt Workforce Solutions	SDRWW Intern	775.32
76044	10/30/2024	TS Industrial Supply	Duct Tape #398 / 2" x 60 Yd (5)	71.72
	10/30/2024		Electrical Tape / 3/4" x 60' / 7 Mil (30)	52.95
	10/30/2024		Construction Marking Paint Blue #750 (12)	68.46
	10/30/2024		Striping Paint Asphalt Black #770 (12)	99.37
	10/30/2024		Sqwincher Grape / 4 boxes of 50 paks / 6 oz (1)	103.92
	10/30/2024		Striping Paint Blue #750 (12)	106.00
	10/30/2024		Goliath Safety Glasses / Blk Frm - Gry Lens (12)	116.91
	10/30/2024		Gatorade Lemon Lime / 2.12 oz./ 144 per carton (1)	176.45
	10/30/2024		Striping Paint White #710 (24)	198.75
	10/30/2024		2" Black Pipe Wrap Tape / 10 Mil x 100' (24)	227.33
	10/30/2024		Gauge 160lb Pressure Oil (1)	25.11
	10/30/2024		Gauge 200lb Pressure Oil (1)	25.11
	10/30/2024		Pump Utility 36" with hose (10)	789.90
	10/30/2024		Wrench 12" Pipe (2)	89.63
	10/30/2024		Gloves Welding LG (5)	156.46
	10/30/2024		Abrasive Mesh Roll 120G (7)	174.60
	10/30/2024		Cutter 1/8" to 1 5/8" Ridgid #RC-1625 PVC (2)	174.93
	10/30/2024		Wrench Crescent 15" Adjustable (1)	103.24
	10/30/2024		Head Lights (8)	421.15
	10/30/2024		Blade 14" Diamond Concrete (2)	467.64
	10/30/2024		Locks 2029 Master (30)	540.06
	10/30/2024		Gloves Thickster Nitrile XL 100 per box (10)	281.45
	10/30/2024		Gauge 100lb Pressure Oil (2)	50.23
	10/30/2024		Air Hose, Clamps	371.26
	10/30/2024		High Pressure Spray Nozzles (2)	54.68
76045	10/30/2024	Xerox Corporation	Xerox Supplies & Maintenance	247.94
76046	10/30/2024	Refund Check 76046	Customer Refund	3,536.22
76047	11/06/2024	Refund Check 76047	Customer Refund	1,089.55
76048	11/06/2024	ACWA/JPIA	Medical & Dental Insurance 12/2024 - Cobra	822.46
	11/06/2024		Medical & Dental Insurance 12/2024 - Cobra	69.09
	11/06/2024		Medical & Dental Insurance 12/2024 - Cobra	69.09
	11/06/2024		Medical & Dental Insurance 12/2024 - Cobra	69.09
	11/06/2024		Medical & Dental Insurance 12/2024 - Cobra	69.09
	11/06/2024		Medical & Dental Insurance 12/2024 - Cobra	69.09
	11/06/2024		Medical & Dental Insurance 12/2024 - Cobra	69.09
	11/06/2024		Medical & Dental Insurance 12/2024 - Cobra	69.09

Payment Number	Payment Date	Vendor	Description	Amount
	11/06/2024		Medical & Dental Insurance 12/2024 - Cobra	69.09
	11/06/2024		Medical & Dental Insurance 12/2024 - Cobra	33.72
	11/06/2024		Medical & Dental Insurance 12/2024 - Cobra	69.09
	11/06/2024		Medical & Dental Insurance 12/2024 - Employees	173,843.10
	11/06/2024		Medical & Dental Insurance 12/2024 - Retirees	37,057.64
	11/06/2024		Medical & Dental Insurance 12/2024 - J MacKenzie	1,714.01
	11/06/2024		Medical & Dental Insurance 12/2024 - M Miller	1,714.01
	11/06/2024		Medical & Dental Insurance 12/2024 - P Sanchez	1,714.01
	11/06/2024		Medical & Dental Insurance 12/2024 - R Vasquez	2,128.59
	11/06/2024		Medical & Dental Insurance 12/2024 - P Kuchinsky	1,714.01
76049	11/06/2024	Amazon Capital Services	All Weather Floor Mats - Truck 17	105.49
	11/06/2024		Office Supplies	59.39
	11/06/2024		Phone Mount - Truck 79	35.70
	11/06/2024		Warehouse Supplies	148.28
	11/06/2024		Dump Bed Safety Support Stands (2)	1,374.97
	11/06/2024		Head lamps - #36	537.99
	11/06/2024		Tool Totes (13)	341.38
	11/06/2024		Footwear Program (1)	123.92
76050	11/06/2024	AquaTechnex, LLC	Phycomycin (72,000 lbs) - HABs July 2024	90,768.60
76051	11/06/2024	Best Best & Krieger LLP	Legal Service 09/2024	1,691.00
76052	11/06/2024	Cecilia's Safety Service Inc	Traffic Control - Independence Way	2,280.00
	11/06/2024		Traffic Control - N. Santa Fe Ave.	1,140.00
	11/06/2024		Traffic Control - Foothill Dr.	950.00
	11/06/2024		Traffic Control - Paseo Del Lago	783.75
76053	11/06/2024	Citi Cards	Kitchen & Restroom Supplies	925.31
	11/06/2024		Cloud Based Phone System	27.59
	11/06/2024		GFI Faxmaker	15.50
	11/06/2024		Microsoft Azure	830.09
	11/06/2024		Refreshments for Training	214.65
	11/06/2024		Health Fair Refreshments	183.07
	11/06/2024		Coffee for Boardroom	29.58
76054	11/06/2024	City Of Escondido	Escondido Canal FY 2025 Q1	104,326.49
	11/06/2024		EVWTP/SPUP FY24 Reconciliation	2,740,049.00
76055	11/06/2024	Coastal Chlorination & Backflow	Chlorination of Main - Elm & Warmlands Ph. 4	645.00
76056	11/06/2024	Complete Office of California, Inc	Office supplies	1,134.11
76057	11/06/2024	Conсор North America, Inc	Deodar Reservoir Rehabilitation Design 09/2024	7,016.40
76058	11/06/2024	Core & Main	Pipe 8" CMLC #10 Steel (40')	1,775.29
	11/06/2024		Service Saddle 6x1 Brass AC	140.73

Payment Number	Payment Date	Vendor	Description	Amount
	11/06/2024		Coupling 1" CTSxCTS	112.58
	11/06/2024		Nipple 2x4 Brass (4)	75.43
	11/06/2024		Fire Hydrant Spool 6x12 DI	167.79
	11/06/2024		Corp Stop 1" MIP X Flare (16)	1,316.31
	11/06/2024		Pipe 4" PVC DR-14 C900 (300')	2,474.59
	11/06/2024		Service Saddle 4x1 PVC (7)	985.08
76059	11/06/2024	Direct Energy	Electric 10/2024 - T&D / Cathodic Protection	31.67
	11/06/2024		Electric 10/2024 - Reservoirs	185.21
76060	11/06/2024	Dudek	RWS Consulting 8/24/24 - 9/27/24	4,635.00
76061	11/06/2024	EDCO Waste & Recycling Services Inc	Trash Service	484.57
76062	11/06/2024	Electrical Sales Inc	Underground Electrical Supplies	194.10
76063	11/06/2024	Ferguson Waterworks	Tracer Lids 4" Cast Iron (4)	55.25
76064	11/06/2024	Fidelity Security Life Insurance Co (EyeMed)	Vision Insurance 11/2024 - Cobra	14.24
	11/06/2024		Vision Insurance 11/2024 - Cobra	8.78
	11/06/2024		Vision Insurance 11/2024 - Cobra	8.78
	11/06/2024		Vision Insurance 11/2024 - Cobra	14.24
	11/06/2024		Vision Insurance 11/2024 - Cobra	14.24
	11/06/2024		Vision Insurance 11/2024 - Cobra	14.24
	11/06/2024		Vision Insurance 11/2024 - Cobra	14.24
	11/06/2024		Vision Insurance 11/2024 - Cobra	14.24
	11/06/2024		Vision Insurance 11/2024 - Employees	1,529.70
	11/06/2024		Vision Insurance 11/2024 - P Kuchinsky	14.24
	11/06/2024		Vision Insurance 11/2024 - P Sanchez	14.24
	11/06/2024		Vision Insurance 11/2024 - M Miller	14.24
	11/06/2024		Vision Insurance 11/2024 - J MacKenzie	14.24
	11/06/2024		Vision Insurance 11/2024 - R Vasquez	14.24
76065	11/06/2024	Fleet Pride	Tool Box, Brackets	408.15
76066	11/06/2024	Garda CL West, Inc	Armored deposit Transport 11/2024	581.41
76067	11/06/2024	Hach Company	C17 Buffer Kit	679.81
76068	11/06/2024	Hardy Diagnostics	Sterilized Water	179.56
76069	11/06/2024	Hawthorne Machinery Co	Part Book - B9 Broom Attachment	63.85
76070	11/06/2024	D-Tek Enterprises, Inc	Live Bee Removal (1) - Pruett	110.00
	11/06/2024		Live Bee Removal (1) - Ahmu Terrace	110.00
76071	11/06/2024	Home Depot Credit Services	Tool Batteries	269.55
	11/06/2024		Wood Beam for End Caps	81.45
	11/06/2024		Splash Pad Form Materials	40.89
	11/06/2024		Extension Ladder	356.14
	11/06/2024		Cable Ferrels & Stops - Garage	25.72

Payment Number	Payment Date	Vendor	Description	Amount
	11/06/2024		Lumber for A Res Repair	40.92
	11/06/2024		Paint Gun Spray Tip	38.43
	11/06/2024		Bolt Lock for Dam Shed Doors	16.53
	11/06/2024		Building Supplies - Dam Shed Doors	215.36
	11/06/2024		Paint Supplies - Well Field	333.69
	11/06/2024		Paint - Well Field	710.93
	11/06/2024		Lab Cleaning Suppies	49.65
	11/06/2024		Concrete 60lb bag (112)	631.92
	11/06/2024		Concrete Rapid Set 60lb bag (50)	774.10
76072	11/06/2024	IDEXX Distribution Corporation	Lab Media - Colilert	290.41
76073	11/06/2024	Kelly Spicers Stores	Door Hangers	131.08
76074	11/06/2024	Moodys	Yard Spoils Disposal/ Dump Fee (1)	600.00
	11/06/2024		Yard Spoils Disposal/ Dump Fee (2)	1,200.00
76075	11/06/2024	Pacific Pipeline Supply	Adapter 8" DI POxFL (5)	1,163.68
	11/06/2024		Adapter 6" DI POxFL (5)	866.00
	11/06/2024		EII 6" DI POxFL 45 Degree (2)	465.48
	11/06/2024		Tee 8x6 DI Flange	310.68
	11/06/2024		Cap 1.5" Brass (5)	46.01
	11/06/2024		Flange 18" SOW	329.09
	11/06/2024		Flange 8" SOW (5)	288.27
	11/06/2024		Adapter 1.5" Copper Male (5)	44.11
	11/06/2024		Fire Hydrant LB400 Check Valve (4)	7,794.00
	11/06/2024		Nut Bolt Gasket Kit 4" (4" gasket) (5)	39.24
	11/06/2024		Pipe 8" PVC DR-14 C900 (60')	1,818.60
	11/06/2024		Tubing 1.5" Copper Soft 20' (3)	1,234.05
	11/06/2024		Gate Valve 4" FL R/W	755.59
	11/06/2024		Fire Hydrant 6x4x2.5 (2)	7,793.99
	11/06/2024		Fire Hydrant Spool 6x24 DI (2)	539.09
	11/06/2024		Fire Hydrant Spool 6x18 DI (2)	454.65
	11/06/2024		Nut Bolt Gasket Kit 6"-8" (6" gasket) 3/4 x 3 1/4 (36)	438.41
	11/06/2024		Adapter 2" Copper x MIP (12)	181.86
	11/06/2024		Tubing 2" Copper Soft 20'	638.68
	11/06/2024		Fire Hydrant Spool 6x12 DI (2)	363.72
	11/06/2024		Adapter FH Brass 2.5"x2" (2)	37.89
	11/06/2024		Adapter FH Brass 2.5"x.75" FHTxIPT (2)	37.89
	11/06/2024		Adapter 2.5" MNST X 2" MIPT Hose (2)	61.27
	11/06/2024		Clamp 1.5x6 Repair Full Circle Copper SS Romac SCC	113.66
	11/06/2024		Clamp 2x6 Repair Full Circle Copper SS Romac SCC	116.91

Payment Number	Payment Date	Vendor	Description	Amount
	11/06/2024		Service Saddle 6x1 PVC (4)	617.24
	11/06/2024		Hose Adapter - Const. Meter (1)	111.07
	11/06/2024		Flange 6" SOW 6-hole (6)	305.27
	11/06/2024		Pipe Support	100.78
	11/06/2024		Compression Angle Stops (8)	1,846.06
76076	11/06/2024	Pool & Electrical Products Inc	Chlorine (4)	32.13
76077	11/06/2024	Ramona Disposal Service	Trash Service 10/2024	339.28
76078	11/06/2024	San Diego Gas & Electric	Electric 10/2024 - Henshaw Wellfield	404.05
	11/06/2024		Electric 10/2024 - Henshaw Buildings & Ground	10,200.20
76079	11/06/2024	San Diego Gas & Electric	Gas 10/2024 - VID Headquarters	634.55
	11/06/2024		Electric 10/2024 - VID Headquarters	8,975.63
76080	11/06/2024	San Diego Gas & Electric	E Reservoir Replacement & Pump Station	3,019.00
76081	11/06/2024	Sloan Electric Company	MERLIN GERIN 400A - Permanent Generator Breaker	3,020.54
76082	11/06/2024	Southern Counties Lubricants, LLC	Fuel 10/16/24 - 10/31/24	7,424.45
76083	11/06/2024	Sunbelt Rentals	Concrete	355.37
76084	11/06/2024	Bend Genetics, LLC	HABs Lab Analysis	3,928.00
	11/06/2024		HABs Lab Analysis	5,286.00
	11/06/2024		HABs Lab Analysis	2,244.00
76085	11/06/2024	Umpqua Bank	ASDSO Membership	58.00
	11/06/2024		CSMFO Conference	197.96
	11/06/2024		CSMFO Conference	565.00
	11/06/2024		2024 Service Awards	1,658.10
	11/06/2024		Lunch 10/16/24 (3) -Meter Reader Trainee Interview	66.37
	11/06/2024		Lunch 10/17/24 (6) - Maintenance Worker Interviews	117.03
	11/06/2024		Job Postings (5)	900.00
	11/06/2024		Job Postings (10)	1,049.00
	11/06/2024		CRWUA Conference - M Miller	83.98
	11/06/2024		CSMFO Conference	304.00
	11/06/2024		CSMFO Conference	565.00
76086	11/06/2024	UniFirst Corporation	Uniform Service	244.37
76087	11/06/2024	Vulcan Materials Company and Affiliates	Cold Mix	3,091.91
76088	11/06/2024	Watts Regulator Company	DPD For Colorimeter	712.29
76089	11/06/2024	TS Industrial Supply	Air Hose Quick Couplers (6)	270.94
	11/06/2024		Connection Hose Wtr Truck #26	85.31
76090	11/06/2024	WSP USA Environmental & Infrastructure Inc	AC Pipe Testing 4/16/24 - 10/4/24	283.35

Grand Total: 3,392,253.58



STAFF REPORT

Agenda Item: 7

Board Meeting Date: November 20, 2024
Prepared By: Ramae Ogilvie
Approved By: Brett Hodgkiss

SUBJECT: RESOLUTION HONORING RICHARD L. VÁSQUEZ FOR HIS 24 YEARS OF BOARD SERVICE

RECOMMENDATION: Adopt Resolution No. 2024-XX honoring Richard L. Vásquez for his 24 years of Board service.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: Director Vásquez has served as Director of Division 2 for a total of 24 years, 1992 to 2000 and 2008 to 2024. During his 24 years of service as a member of the Board, Director Vásquez has diligently and tirelessly served as President of the Board six times in 1995, 2000, 2012, 2016, 2020, and 2024, and the District accomplished many monumental activities due to his leadership and interest in California water policy.

The District faced many unique challenges related to the COVID-19 pandemic and under Director Vásquez's leadership the District undertook unprecedented measures to ensure the health and well-being of its workforce and customers, including foregoing an inflationary adjustment to its service charge for 2020. Director Vásquez also helped lead the District in numerous special projects including the completion of a Water Supply Planning Study, which guided the Board's monumental decision to begin planning the replacement of the Vista Flume; the historical Warner-Carrillo Ranch House Restoration Project which garnered significant honors from the State of California; and the considerable task of finalizing the San Luis Rey Indian Water Rights Settlement.

During Director Vásquez's tenure on the Board, the District embarked on significant capital projects including the replacement of Edgehill (E) Reservoir and pump station, repair of a section of the Warner Ranch Ditch, rehabilitation of the Buena Creek (HB) and Edgehill (HP) reservoirs, completion of the San Pasqual Undergrounding Project, and approval and implementation of an oxygenation pilot study to address Harmful Algal Blooms in Lake Henshaw. Additionally, the District received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association and the District of Distinction Platinum Recognition and the Transparency Certificate of Excellence awards from the Special District Leadership Foundation.

Director Vásquez has actively represented the District's best interests through his dedicated service on outside committees and organizations including the Association of California Water Agencies (ACWA) Region 10 Board of Directors, ACWA Water Quality Groundwater committees, the Southern California Water Coalition and Groundwater Resources Association. Director Vásquez served many years on the District's Fiscal Policy, Public Affairs, Warner Ranch and Water Sustainability committees as well as the District's 100th Anniversary Celebration ad-hoc committee that worked with staff on yearlong outreach efforts and activities to commemorate 100 years of service and stewardship.

In recognition of Director Vásquez's accomplishments and outstanding efforts for the benefit of all the people of Vista Irrigation District during his tenure as a member of the Board of Directors, the attached resolution is presented for the Board's consideration.

ATTACHMENT: Resolution honoring Richard L. Vásquez

RESOLUTION NO. 2024-XX
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE VISTA IRRIGATION DISTRICT
HONORING RICHARD L. VASQUEZ
FOR HIS 24 YEARS OF BOARD SERVICE

WHEREAS, Richard L. Vásquez has served as Director of Division 2 for a total of 24 years, 1992 to 2000 and 2008 to 2024; and

WHEREAS, during his 24 years of service as a member of the Board, Director Vásquez has diligently and tirelessly served as President of the Board six times in 1995, 2000, 2012, 2016, 2020, and 2024; and

WHEREAS, during his years of service as a member of the Board, the District accomplished many monumental activities due to his leadership and interest in California water policy; and

WHEREAS, during his years of service as a member of the Board, the District faced many unique challenges related to the COVID-19 pandemic; under Director Vásquez's leadership the District undertook unprecedented measures to ensure the health and well-being of its workforce and customers, including foregoing an inflationary adjustment to its service charge for 2020; and

WHEREAS, during his years of service as a member of the Board, Director Vásquez helped lead the District in numerous special projects including the completion of a Water Supply Planning Study, which guided the Board's monumental decision to begin planning the replacement of the Vista Flume; the historical Warner-Carrillo Ranch House Restoration Project which garnered significant honors from the State of California; and the considerable task of finalizing the San Luis Rey Indian Water Rights Settlement; and

WHEREAS, during his years of service as a member of the Board, the District embarked on significant capital projects including the replacement of Edgehill (E) Reservoir and pump station, repair of a section of the Warner Ranch Ditch, rehabilitation of the Buena Creek (HB) and Edgehill (HP) reservoirs, completion of the San Pasqual Undergrounding Project, and approval and implementation of an oxygenation pilot study to address Harmful Algal Blooms in Lake Henshaw; and

WHEREAS, during his years of service as a member of the Board, the District received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association and the District of Distinction Platinum Recognition and the Transparency Certificate of Excellence awards from the Special District Leadership Foundation; and

WHEREAS, Director Vásquez has actively represented the District's best interests through his dedicated service on outside committees and organizations including the Association of California Water Agencies (ACWA) Region 10 Board of Directors, ACWA Water Quality Groundwater committees, the Southern California Water Coalition and Groundwater Resources Association. Director Vásquez served many years on the District's Fiscal Policy, Public Affairs, Warner Ranch and Water Sustainability committees as well as the District's 100th Anniversary Celebration ad-hoc committee that worked with staff on yearlong outreach efforts and activities to commemorate 100 years of service and stewardship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors and staff of the Vista Irrigation District do hereby express appreciation to Richard L. Vásquez for his accomplishments and outstanding efforts for the benefit of all the people of the Vista Irrigation District during his tenure as member of the Board of Directors.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors for the Vista Irrigation District this 20th day of November.

AYES:

NOES:

ABSTAIN:

ABSENT:

Patrick H. Sanchez, First Vice President

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Agenda Item: 8

Board Meeting Date: November 20, 2024
Prepared By: Phil Zamora
Reviewed By: Shallako Goodrick
Approved By: Brett Hodgkiss

SUBJECT: LABOR AGREEMENTS AND EMPLOYEE PERSONNEL POLICIES MANUAL

RECOMMENDATIONS:

1. Adopt Resolution No. 2024-XX covering wages, hours and terms and conditions of employment with California Teamsters Public, Professional and Medical Employees Union Local 911 for employees in the Non-Supervisory Unit for the calendar years 2025, 2026, and 2027.
2. Adopt Resolution No. 2024-XX covering wages, hours and terms and conditions of employment with confidential employees and management employees for the calendar years 2025, 2026, and 2027.
3. Adopt Resolution No. 2024-XX revising the Employee Personnel Policies Manual.

PRIOR BOARD ACTION: At its January 5, 2022 meeting, the Board adopted resolutions approving labor agreements for the calendar years 2022, 2023, and 2024 and adopted revisions to the Employee Personnel Policies Manual, including providing leave for employees that are victims of crime and clarifying terms of the Motor Vehicle Safety policy.

FISCAL IMPACT: The compensation related terms of the labor agreements will increase the District's annual labor costs (wages and benefits) by approximately \$654,000 for calendar year 2025. Salaries will be adjusted by the San Diego Consumer Price Index for all Urban Consumers (CPI-U) plus two percent in calendar years 2026 and 2027; the annual cost of these adjustments is unknown. The additional deferred compensation match, which begins in calendar year 2027, will increase benefits costs by up to \$45,000.

SUMMARY: The District's negotiating team has been engaged in labor negotiations with the Teamsters Union since May 8, 2024 regarding labor proposals and District policies. The negotiating team also consulted with unrepresented (confidential and management) employees. Under Board direction, the negotiating team has arrived at tentative agreements with all groups of employees.

DETAILED REPORT: In accordance with direction from the Board, the District's negotiating team engaged in meet and confer sessions with the representatives of the Teamsters Union. At the same time the negotiators were meeting with the represented group, they were collecting requests from unrepresented employees. While unrepresented employees do not engage in meet and confer, they have the right to make requests regarding terms and conditions of employment. The attached labor agreements and Employee Personnel Policies Manual, which have been reviewed by labor counsel, are the products of this process.

The District values its employees and continues to attempt to arrive at labor agreements that recognize the interests of the District ratepayers, management and staff. Considering current concerns regarding the affordability and sustainability of benefits, such as pensions, retiree health care, and employee health insurance, the District has negotiated agreements with its employees, which continues to require all employees to pay the full cost of their pension contributions.

The economic changes included in the labor agreements are as follows:

- Salaries for calendar year 2025 are to be adjusted by the San Diego CPI-U as of June 30, 2024 (3.48%) plus 2.52% resulting in a six percent increase; salaries in calendar years 2026 and 2027 will be adjusted by the San Diego CPI-U for the 12-month period ending June 30 of the prior year plus two percent.

- Employees will pay their portion of health insurance costs as follows:

HMO/PPO 1 (Employee only)	\$450 per year
HMO/PPO 2 (Employee plus one)	\$900 per year
HMO/PPO 3 (Family)	\$1,200 per year

- Effective January 2027, the District will provide employees subject to the 2% @ 60 or 2% @ 62 pension formulas an additional deferred compensation match of \$1,000 annually.

The labor agreements and Employee Personnel Policies Manual also include language changes that enhance and clarify District administrative policy and procedures in the following areas:

- Language in the labor agreements and Employee Personnel Policies Manual has been updated to include a provision addressing unpaid leave for “reproductive loss” as required by state law.
- Language in the labor agreements has been updated to clarify compensatory time off pay out.
- Language in the Employee Personnel Policies Manual has been updated to:
 - include a provision regarding “*reasonable accommodation*” for employees with limitations from pregnancy, childbirth, etc. to comply with Federal Pregnant Workers Fairness Act;
 - address state law regarding non-discrimination for off-duty cannabis use;
 - incorporate information regarding and references to the District’s Workplace Violence Prevention Plan and Injury and Illness Prevention Program; and
 - clarify provisions related to vacation use, tattoos and piercings and reimbursement for licenses and certifications.

ATTACHMENTS:

- Labor Agreements and Employee Personnel Policies Manual Summary
- Resolution No. 2024-XX for represented employees
- Resolution No. 2024-XX for confidential and management employees
- Resolution No. 2024-XX revising the Employee Personnel Policies Manual

Labor Agreements and Employee Personnel Policies Manual

Summary

Below is a summary of key changes to the labor agreements and Employee Personnel Policies Manual to enhance and clarify District administrative policy and procedures in the following areas:

Agreement	Page(s)	Reference	Change
Teamsters	6	Article 3	Term of the agreement.
Confidential	4	Article 1	
Supervisors, Mgrs., Exec.	4	Article 2	
Teamsters	6	Article 4	Duty to “ <i>meet and confer</i> ” should District consider technological changes (artificial intelligence that impact the bargaining unit.
Teamsters	18	Article 11 §11.1.1	Salary adjustments during term of agreement.
Confidential	11-12	Article 6 § 6.1.1	
Supervisors, Mgrs., Exec.	5	Article 7 § 7.1.1	
Teamsters	18-19	Article 11 §11.1.2	Additional deferred compensation pay match for employees subject to 2% @ 60 or 2% @ 62 pension formula beginning January 2027.
Confidential	12-13	Article 6 §6.1.2	
Supervisors, Mgrs., Exec.	6-7	Article 7 §7.1.3	
Teamsters	34-35	Article 16 §16.2.1	Increases annual employee contributions for healthcare coverage.
Confidential	26	Article 11 §11.2.1	
Supervisors, Mgrs., Exec.	16	Article 11 §11.2.1	

Agreement	Page(s)	Reference	Change
Teamsters	40	Article 16 §16.5	Expands Bereavement Leave to include five days of unpaid leave for a “ <i>Reproductive Loss Event</i> ” for employees that have been employed for over 30 days to comply with state law.
Confidential	31-32	Article 11 §11.5	
Supervisors, Mgrs., Exec.	22-23	Article 11 §11.5	
Employee Personnel Policies Manual	14	Section 1 §1.6 A.6.	Adds paragraph requiring District to provide “ <i>reasonable accommodation</i> ” for employees with known limitations related to pregnancy, childbirth, etc. in compliance with federal law.
Employee Personnel Policies Manual	35	Section 2 §2.18	Expands Bereavement Leave to include five days of unpaid leave for a “ <i>Reproductive Loss Event</i> ” for employees that have been employed for over 30 days to comply with state law.
Employee Personnel Policies Manual	81	Section 7 §7.2 and 7.3	Incorporates information on and references to the District’s “ <i>Workplace Violence Prevention Plan</i> ” and “ <i>Injury Illness Prevention Program</i> ”.
Employee Personnel Policies Manual	99	Section 9 §9.14	Adds a paragraph addressing “ <i>Non-Discrimination Regarding Off-Duty Cannabis Use</i> ” to comply with state law.

RESOLUTION NO. 2024-XX

RESOLUTION OF THE BOARD OF DIRECTORS
OF VISTA IRRIGATION DISTRICT
ESTABLISHING SALARIES, BENEFITS, AND OTHER EMPLOYMENT CONDITIONS
WITH CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL
EMPLOYEES UNION LOCAL 911 FOR EMPLOYEES
OF VISTA IRRIGATION DISTRICT IN THE NON-SUPERVISORY UNIT
FOR CALENDAR YEARS 2025, 2026 AND 2027

WHEREAS, Vista Irrigation District’s negotiating team has been engaged in meet and confer labor negotiations since May 8, 2024 on proposals for 2025, 2026 and 2027 salaries and benefits as set forth in the form of a Memorandum of Agreement with California Teamsters Public, Professional and Medical Employees Union, Local 911 (Union); and

WHEREAS, the District has recognized the Union as representative of the employees in the Non-Supervisory Unit; and

WHEREAS, details of the negotiated agreement concerning salaries and benefits are set forth in the Memorandums of Agreement and the Employee Personnel Policies Manual.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vista Irrigation District does hereby approve the Memorandum of Agreement (Exhibit “A”) which itemizes salaries, benefits and employment conditions covering employees for the calendar years 2025, 2026 and 2027.

BE IT FURTHER RESOLVED that the Board of Directors has authorized execution of documents by the General Manager, Director of Administration, Director of Operations and Field Services and Human Resources Manager.

PASSED AND ADOPTED by the Board of Directors this 20th day of November, 2024 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Richard L. Vásquez, President

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

EXHIBIT A

OF

RESOLUTION NO. 2024--XX

FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

MEMORANDUM OF AGREEMENT

BETWEEN THE

VISTA IRRIGATION DISTRICT AND
CALIFORNIA TEAMSTERS

PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION LOCAL 911

FOR ALL DISTRICT EMPLOYEES IN THE

NON-SUPERVISORY UNIT

OF VISTA IRRIGATION DISTRICT

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**MEMORANDUM OF AGREEMENT
JANUARY 1, 2025 THROUGH DECEMBER 31, 2027
BETWEEN THE
VISTA IRRIGATION DISTRICT
AND THE
CALIFORNIA TEAMSTERS
PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION
LOCAL 911
FOR ALL DISTRICT EMPLOYEES
IN THE
NON-SUPERVISORY UNIT**

This Memorandum of Agreement (hereinafter referred to as "Agreement") is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and the Rules and Regulations for the Administration of Employer-Employee Relations of the Vista Irrigation District and is made by and between authorized representatives of the Vista Irrigation District (hereinafter referred to as "District") and the California Teamsters Public, Professional and Medical Employees Union, Local 911 (hereinafter referred to as "Union"). Whenever the masculine or feminine form of any word is used in this Agreement, it also includes the other gender unless the context clearly indicates a contrary intent.

It is understood and agreed that nothing herein shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 1 - RECOGNITION

The District recognizes the Union as the exclusively recognized employee organization representing those employees in the non-supervisory unit (as defined in the District's Employee Personnel Policies Manual, including the Administration of Employer-Employee Relations Policy).

ARTICLE 2 - IMPLEMENTATION

This Agreement constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until ratified by the Union's membership, and unless and until the District's Board of Directors acts, by majority vote, formally to approve this Agreement; appropriates the necessary funds required to implement the provisions of this Agreement which require funding; and takes any other action required.

ARTICLE 3 - TERM OF AGREEMENT

This Agreement shall be effective upon approval by the Board of Directors but in no event shall become effective prior to 12:01 AM on January 1, 2025. This Agreement is for a period of three years and shall terminate at 11:59 p.m. on December 31, 2027, except that it shall continue from year to year thereafter unless and until either party fulfills the requirements of Article 4, Renegotiation.

ARTICLE 4 - RENEGOTIATION

In the event either party desires to negotiate a successor Agreement, such party shall serve upon the other by the month of September of the last year in the term of this Agreement, its written notice to commence negotiations, as well as its entire written proposal for a successor Agreement.

Negotiations shall begin no later than 30 days from the timely receipt by one party of the other party's notice and initial proposals for a successor Agreement.

The parties agree that should the District explore technological changes designed to impact current duties of the bargaining unit, the District will engage the Union in an informal discussion prior to meeting and conferring on any mandatory subject of bargaining.

ARTICLE 5 - PEACEFUL PERFORMANCE OF DISTRICT SERVICE

Public employees may not strike if such action would result in danger to public health and safety. Prior to any strike by employees or any employee organization such employees or employee organization must give 10 calendar days notice to the General Manager.

The General Manager will then conduct an investigation to determine whether the proposed strike would result in danger to public health and safety. If the General Manager determines that the proposed strike would not result in danger to public health or safety or fails to conclude an investigation within 10 calendar days, the strike will be considered as authorized. If the General Manager determines that the proposed strike would result in danger to public health and safety, any strike would be unauthorized. The General Manager shall make determination in writing which shall include the specific criteria and reasons for the determination. Such determination, however, may be appealed to the Board of Directors who will schedule a hearing with 10 days of the written appeal to review written arguments why a strike should be authorized. Any decision by the Board of Directors to not authorize a strike may be appealed to the court of competent jurisdiction.

ARTICLE 6 - NON-DISCRIMINATION

The District and the Union agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor or discrimination because of race, ethnicity, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, gender, age, pregnancy, sexual orientation or any other classification which becomes protected by state or federal discrimination law.

The District and the Union further agree that employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing; or to refrain from participation, to the extent that such rights have not been mutually waived by this Agreement. Employees shall not be discriminated against because of their exercise or non-exercise of these rights.

ARTICLE 7 - DISABILITIES LAWS

The parties recognize that the District may be required to make accommodations in order to carry out its obligations under state and federal disability laws. Some of these accommodations may require actions, which are contrary to the language or intent of existing provisions of this agreement. In such cases, the parties agree that such accommodation shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of disability laws.

The parties recognize that circumstances surrounding disability compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the District.

Actions taken by the District under this Article shall not be subject to the grievance procedure.

ARTICLE 8 - UNION SECURITY

8.1 Payroll Deductions for Dues or Other Approved Deductions and Indemnification

The District will deduct standard initiation fees, periodic Union membership, periodic dues and general assessments of the Union if authorized in writing by employees who have signed a written authorization and a copy of that authorization has been provided to the District.

Alternatively, the Union may maintain individual employees' authorization forms to make such deduction, and it will furnish the District a certified list describing the particular bargaining unit employees who have provided written authorization for payroll deductions to the Union and the amount to be deducted. By complying with these requirements, the Union will not be required to submit a copy to the District of each individual employee's written authorization for the payroll deduction to be effective, unless a genuine dispute arises about the existence or terms on the written authorization(s). (Gov. Code section 1157.12(a).)

Said authorized dues fees and/ or assessments shall be deducted from the unit members' compensation received on a bi-weekly pay period basis and shall be remitted to the appropriate officer designated by the Union. Employees on leave without pay or employees who earn compensation less than the Union dues deduction/assessment shall not have a Union dues deduction for that pay period. The following payroll deduction shall have priority over deductions covered by this Article:

Social Security Act – Employee Income Tax Deductions

Group Life Insurance Deductions

Accounts Receivable

State Disability Insurance

Health Insurance Contributions

Employees wishing to cancel, revoke and/or submit their Union membership or dues deduction authorization forms will be referred to the Union. To be effective for a particular bi-weekly pay period, the Union must notify the District of any updated individual deduction authorization, or revocation, not later than 30 calendar days prior to the change to be effective. The District shall not be responsible for failure to terminate a deduction for which it does not receive a revocation of deduction authorization on or prior to the designated period herein established. The Union will be responsible for refunding any deductions to non-member employees whom the District has already remitted to the Union after such cancellation or revocation.

Questions arising as to the correctness of the amount shown on the deduction list will be handled directly with the Union by the employees.

The District's responsibility under the Article shall be limited to remitting to the Union amounts actually deducted from the wages of employees pursuant to this Article. The only actions to be taken by the District if an employee approaches it regarding authorizing, changing or cancelling dues deductions will be to direct the employees to the Union for such issues.

The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of the application of Article 8.1 including claims for deductions made in reliance on the Union's representations and certifications regarding valid written employee dues deduction authorizations.

8.2 New Employee Orientation

All new hires shall be informed by the Human Resources Department, at the time of new hire orientation that a Union agreement is in effect for their classification. The employee shall be provided a copy of the Agreement at their new hire orientation.

The District and the Union recognize the District has an obligation to provide the Union at least 10 days' advance notice of a new employee orientation. However, the Union will accept notice from the District by email within one working day of the start date of all new hires that fall within the bargaining unit.

If the new hire chooses to meet with the Union, the District will provide 30 minutes of release time for both the new hire and the Union Representative to complete a Union orientation. The release time for the Union orientation will be scheduled after the pre-scheduled time for the new employee orientation. The Human Resources Department will coordinate the meeting for the Union orientation with the new hire's department and Union representative. Also, the Human Resources Department will schedule the Union orientation at the end of the new hire orientation or no later than the first three days from the new employee's start date.

8.3 Reasonable Time Off to Meet and Confer

An exclusively recognized employee union may select not more than four employee members of the union to attend scheduled meetings with the District Representative(s) on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the District General Manager may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee union shall submit the names of the employee representatives to the General Manager at least five days in advance of such meetings. Any such meeting

is subject to scheduling by the General Manager in a manner consistent with operating needs and work schedules of the District.

8.4 Use of Bulletin Boards

The District shall make available bulletin board space in the following locations, which shall be designated for the use of the Union: near Customer Service/Meter Reader workspace in the Customer Service/Engineering building wing, near the Operations Section in the Field Services/Water Resources building wing, in the lunchroom, and near the mail area of the Administration building wing. Bulletin boards shall only be used for the following notices:

1. Scheduled Union meetings, agendas and minutes.
2. Information on Union elections and the results thereof.
3. Information regarding Union social, recreational and related news bulletins.
4. Reports of official business of the Union.

Posted notices shall be in keeping with a positive employee relations atmosphere. All notices to be posted must be dated and signed by an authorized representative of the Union. The District's equipment, materials, supplies, or interoffice mail system shall not be used for the preparation, reproduction, or distribution of notices or Union material. Union notices and material shall not be prepared by employees while on duty.

8.5 Activities on District's Premises and Access

Membership meetings, organizing activities, membership campaigns, or dues collecting by the Union or their representatives on District premises or at work locations during business hours shall not be permitted. Authorized representatives of the Union shall be granted reasonable access to employee work locations to investigate matters relating to employer-employee relations only if such investigation cannot be conducted elsewhere, unless such access to given work locations would constitute a safety hazard or would interfere with the operations of the District. Access to work locations may be regulated by the District General Manager so as not to constitute a safety hazard or to interfere with operations of the District. Representatives of the Union shall not enter a work location without the consent of the District General Manager or his/her designee in his/her absence.

8.6 Access to Personnel Files

An employee, or Union Representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired. An employee shall be entitled to read any statement, written by the employee's supervisor or management, on his/her work performance or conduct if such statement is to be filed. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the

understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor will sign, noting the refusal of the employee to sign.

ARTICLE 9 - DISCIPLINE

Formal disciplinary action includes suspension, demotion or discharge. If the employee protests the action, the District will, upon request of the employee, furnish the Union Representative with copies of the disciplinary documents.

9.1 Disciplinary Actions Subject to Notice and Hearing Procedures

Disciplinary Procedures for Regular Employees

9.1.1 Purpose

This section sets forth the procedure for all regular employees when subjected to suspension, demotion or discharge. These procedures do not apply to probationary employees who are at-will employees during their probationary period.

9.1.2 Acting Appointing Authority

Employees may be suspended, discharged or otherwise disciplined by the General Manager or anyone to whom he/she has delegated that authority. That person shall be referred to herein as the Acting Appointing Authority.

9.1.3 Notice of Proposed Action

The Acting Appointing Authority shall consider the matter, and decide whether to proceed with discipline. If the Acting Appointing Authority decides to proceed, the Human Resources Manager or his/her designee shall mail or deliver to the employee or to the employee's residence a written notice of the Acting Appointing Authority's intention to suspend or dismiss. The statement shall be signed by the Acting Appointing Authority. This statement shall include:

1. The proposed disciplinary action and the date said action is proposed to become effective.
2. The specific charges upon which such action has been proposed and the reasons why such action is being taken. Such charges shall contain any information essential to give the employee a fair opportunity to answer the charges made.

3. A time and date by which the employee may file a written response or set up a meeting to make an oral response.

9.1.4 Response of Employee

The employee shall have the right to respond, either orally or in writing, or both, no later than the time and date provided in the notice to the employee. The time for response may be extended by the Acting Appointing Authority for a reasonable period if the Acting Appointing Authority determines it is necessary to provide the employee with a fair opportunity to answer the charges made. Written responses shall be delivered to the Acting Appointing Authority.

9.1.5 Oral Response

If the employee gives the notice described, the oral response of the employee shall be presented to the Acting Appointing Authority. The Acting Appointing Authority shall render a final decision. At the time of the employee's oral response the employee shall have the right to be represented by counsel, if desired, or by a representative of a recognized employee organization. The proceeding at which the oral response is presented may be recorded.

9.1.6 Determination by the Acting Appointing Authority

Upon expiration of the period of time set forth in the District's notice for response, or after a written or oral response is presented, whichever is later, the Acting Appointing Authority shall review the matter, including the response of the employee and his/her representatives. The Acting Appointing Authority shall make a decision whether to discharge or otherwise discipline the employee. The Acting Appointing Authority shall then issue the final disciplinary notice. It shall include:

1. The disciplinary action taken and the date it becomes effective.
2. The specific charges upon which such action has been taken and the reasons why such action is being taken.
3. A copy of all documents upon which the action is based.
4. The Acting Appointing Authority's decision regarding suspensions of five days or less are final and may not be appealed or grieved.

9.1.7 If the Acting Appointing Authority Issues the Final Notice

The notice shall be personally served on the employee or shall be sent by mail to the employee's place of residence as shown in the records of the District.

9.1.8 Disqualification of General Manager

If the General Manager does not delegate appointing authority to a high ranking District manager, or if the General Manager, in his/her own judgment, has become so involved in the matter as to create an actual bias against the employee which prevents the General Manager from fairly appointing an uninvolved post disciplinary hearing officer, the General Manager shall so advise the Human Resources Manager and shall thereupon appoint another person to act on his/her behalf. However, mere prior knowledge of the factual background of the matter shall not, in and of itself, disqualify the General Manager.

9.1.9 Appeal of Decision of Acting Appointing Authority

An employee dissatisfied with the determination made by the Acting Appointing Authority pertaining to a suspension, demotion or discharge may follow applicable grievance or appeal procedure. For suspensions or discharge employees may choose to either have the matter reviewed via normal grievance procedures or request an appeal (hearing), but not both. That is, employees choosing to follow grievance procedures must file a written notice to the Human Resources Manager stating that they have irrevocably waived any right to an appeal hearing (evidentiary), or those employees requesting appeal (hearing) irrevocably waive any right to grieve when they fail to execute timely grievance documents. Requests for appeal shall be considered, provided that a written request for appeal (hearing in lieu of grievance) is filed with the Secretary of the District no later than fifteen 15 calendar days after the date of personal service or mailing of the notice of the Acting Appointing Authority's determination, whichever is sooner.

If a timely request for appeal hearing is filed with the Secretary of the District, the General Manager will make a decision about whether or not to review the issue further. Hearings will not be delayed unreasonably if the General Manager decides to review the issue.

9.1.10 Hearing Officer

If an appeal is filed in a timely manner, the General Manager shall appoint an uninvolved hearing officer (In cases of suspensions of more than five days, the General Manager may appoint a District manager selected by the appellant from a list approved by the General Manager of at least three available, appropriate District managers. In cases of dismissal, the General Manager may appoint a manager from another governmental employer selected by the appellant from a list approved by the General Manager of at least three available hearing officers). The General Manager or Hearing Officer may extend the time to schedule the hearing upon a determination of good cause. Nothing in this agreement precludes the General Manager from using these procedures for other matters that, in the opinion of the General Manager, merit a hearing, nor precludes the District from appointing

an arbitrator or alternative hearing officer(s) as long as it is acceptable to the Union. The General Manager may ratify, modify, or reverse the proposed decision of the Hearing Officer. The decision of the General Manager shall be final.

9.1.11 Conduct of Hearing

Hearings shall be conducted in accordance with District procedures. A time for an appeal hearing shall be established which shall not be less than 20 working days, nor more than 45 working days, unless this period is extended by the General Manager, from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least 10 working days prior to the hearing.

All hearings shall be public; provided, however, that either party may request a private hearing via written request submitted at least five days prior to the hearing date.

9.1.12 Status of Employee

During the period prior to the determination of the matter by the Acting Appointing Authority or the General Manager, the employee may continue in his/her duties, be placed on Administrative Leave or may be reassigned to other duties at the sole discretion of the Acting Appointing Authority or the General Manager.

9.1.13 Judicial Review

Judicial review of any decision of the District, or of any commission, advisory officer, committee, board, officer or agent thereof dismissing or otherwise disciplining an employee which decision is subject to review under Code of Civil Procedure section 1094.5, may be had pursuant to this section only if a petition for writ of mandate is filed in Superior Court within the time limits specified in Code of Civil Procedure section 1094.6.

ARTICLE 10 - GRIEVANCE

10.1 Steward

Union members may designate two stewards and one alternate steward to represent employees in the processing of grievances. Stewards and the alternate shall be released from their duties, with pay, for a full day to attend Union's annual grievance/steward training, when available. Grievances shall be subject to the following procedures:

1. When requested by an employee, the steward, with permission of his/her immediate supervisor, may investigate any alleged grievance in his/her assigned work area and assist in its preparation and presentation.

2. After notifying and receiving approval of his/her immediate supervisor, the steward shall be allowed reasonable time off during working hours, without loss of time or pay to investigate, prepare and present such grievances. The immediate supervisor will authorize the steward to leave his/her work unless circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.
3. When a steward desires to contact an employee, the steward shall first contact the immediate supervisor of that employee, advise him of the nature of his/her business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
4. A steward's interview or discussions with an employee on District time will be handled expeditiously.

10.2 Grievance Procedure

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit to be involved in a grievance.

10.2.1 Definitions

A grievance is any complaint concerning the interpretation or application of this Agreement and/or Employee Personnel Policies Manual which management has the ability to remedy and that the employee and his/her supervisor have not been able to resolve.

The term employee includes employees wherever applicable within this procedure.

10.2.2 Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's grievance with him/her at a mutually satisfactory time.
2. An employee represented by the Union shall be encouraged by that representative to informally discuss his/her grievance with his/her immediate supervisor.

10.2.3 Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If any employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.
5. Whenever applicable, the term "business days" means calendar days exclusive of Saturdays, Sunday, and District-observed holidays.

10.2.4 Employee Rights to Representation

1. The employee has the right to the assistance of an authorized Union Representative in the investigation, preparation and presentation of his/her written grievance. Either party has the right to require the grievant to be present at any formal grievance meeting.
2. A Union steward selected as a representative in a grievance shall be afforded all the rights, privileges and obligations ordinarily provided to employee representatives.
3. A grievance will normally be presented and processed on District time. In scheduling the time, place and duration of any grievance meeting, the employee, the steward and Management will give due considerations to all the participants' responsibilities in the essential operations of the District.

10.2.5 The Parties' Rights and Restrictions

1. The Union, when it represents an employee, will notify Management of the name of the Union Representative. Insofar as possible such information shall be provided by the Union prior to a scheduled formal grievance meeting.
2. Only authorized Union Representatives may be selected by an employee to represent him/her in grievance hearings.

3. The Union has the sole right of representation on any formal grievance concerning a matter that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Agreement.

10.2.6 Informal Complaint:

1. Within five business days from the occurrence of the matter on which a grievance is based, or within five business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor or otherwise give notice of his/her complaint.
2. Within two business days from the day of the notice by or discussion with the employee, the immediate supervisor shall verbally give his/her decision to the employee on his/her complaint.

10.2.7 Formal Grievance

Step No. 1

- a. Within three business days from the receipt of the immediate supervisor's decision, the employee may appeal the supervisor's decision to the designated Management representative by filing a formal written grievance. The Management representative shall review and discuss the grievance with all parties concerned before reaching a decision.
- b. Three copies of the grievance form shall be completed and signed by the employee, stating the nature of the grievance and the remedy requested. The employee shall submit two copies to the Management representative and retain the third copy.
- c. Within five business days from receipt of the grievance, the Management representative shall give a written decision to the employee or his/her Union Representative.

Step No. 2:

- a. Within three business days from the receipt of the Management representative's decision, the employee may appeal the decision to the District General Manager using the original grievance form.
- b. Within 10 business days from the receipt of the employee's grievance, District General Manager or his/her designated representative, who has not been involved in the grievance at prior levels, shall make a thorough review of the grievance, meet with the parties concerned, and present a written decision to the employee or his/her Union Representative.

ARTICLE 11 - PAY

11.1 Salaries

11.1.1 Salary Range Adjustments Effective for Calendar Years 2025 through 2027

1. **2025:** For the first year of this contract, effective with the pay period that includes January 1, 2025, salary ranges will be increased by the San Diego Consumer Price index for all Urban Consumers (CPI-U) as of June 30, 2024 (3.48%) plus 2.52% for a total of six percent.
2. **2026:** For the second year of this contract, effective with the pay period that includes January 1, 2026, salary ranges will be adjusted by the San Diego CPI-U for the 12-month period ending June 30, 2025 plus two percent.
3. **2027:** For the third year of this contract, effective with the pay period that includes January 1, 2027, salary ranges will be adjusted the San Diego CPI-U for the 12-month period ending June 30, 2026 plus two percent.

Employees that are terminating or retiring at the end of the calendar year wherein the pay period extends into the new calendar year will not be afforded the benefit of the salary adjustment (COLA) effective January 1 of the new calendar year.

11.1.2 Deferred Compensation Pay

District deferred compensation match shall be administered in accordance with procedures established and approved by the General Manager. It is the District's intent to establish a procedure that matches deferred compensation at the same time as the employee contributes, or within one pay period of employee's contribution. Deferred compensation match shall be considered an employee contribution for purposes of determining maximum allowable contributions and shall be subject to all applicable laws.

Effective January 2027, the District will provide employees subject to the 2% @ 60 or 2%@ at 62 pension formulas pension formulas a maximum match of \$1,000 each year. If eligible, this match must be completed before or simultaneously with the deferred compensation matches described in the following paragraphs; this match will be in addition to the deferred compensation matches shown in the schedule below. Employees must have contributed matching funds during the calendar year and must have achieved regular employment status to be eligible. For every \$1.00

contributed by the employee, the District will contribute \$2.00 until the maximum match (\$1,000) is reached.

The District will match each employee's annual contributions in the District deferred compensation program according to the following schedule of District service:

- For employment commencing from the date of employment through the first nine years of service, the District will match each employee's contribution up to but not exceeding a maximum of \$250 per employee per year;
- For the calendar year in which the date of the employee's tenth year anniversary of employment occurs through the fourteenth year of employment, the District will match each employee's contributions up to but not exceeding a maximum of \$600 per employee per year; and
- For the calendar year in which the date of the employee's fifteenth year anniversary of employment occurs and for service exceeding fifteen years, the District will match each employee's contributions up to but not exceeding a maximum of \$1,200 per employee per year.

For the deferred compensation program described in schedule of District service, the District will contribute \$1.00 for every \$1.00 contributed by the employee until the maximum eligible match amount is reached. As previously noted, the two deferred compensation programs may be contributed to simultaneously beginning in January 2027.

11.1.3 Salary Range-Step System

A system of salary ranges with five steps has been established. A newly hired employee, unless given credit for specific prior experience, will begin at Step A of the salary range assigned to his/her job description. At 12 months, he/she moves to Step B, at 24 months to Step C, at 36 months to Step D, and at 48 months to Step E. Salary Ranges will generally change only with cost-of-living increases.

Prior to advancing to the next highest step, the employee must receive an Employee Performance Feedback, approved by the General Manager, recommending advancement to the next step. An employee not recommended for advancement will remain at his/her present step. If such an employee is subsequently advanced to the next step, his/her date for eligibility to the next higher step shall be 12 months from the date he/she entered his/her new step (e.g., employee on Step B is not recommended to Step C; however, he/she improved his/her performance and is subsequently advanced to Step C. His/her eligibility date for advancement to Step D shall be 12 months from the date he/she entered

Step C). The 12 months required to advance to the next step shall include time on active duty including unpaid leaves of absences (e.g., paid/unpaid FMLA, CFRA, or workers' compensation, etc.). Vacation, sick, holiday leave and Compensatory Time Off are considered time worked for this purpose.

11.2 Overtime and Night Work

Overtime is considered to be work performed in excess of 40 hours per payroll workweek, (as defined under Hours of Work). The 40 hour requirement shall include hours of service, pre-approved vacation, paid holidays, compensatory time off and paid sick leave (flex hours [defined below] and all other paid leave is excluded from overtime calculations). Time begins when the employee reports and is fully ready to work at the District yard or job site (whichever occurs first) and ends when the employee leaves the District yard to return home.

Daily work schedules will not be modified solely to eliminate or avoid overtime, however, an employee may request to modify his/her work schedule thereby avoiding overtime in the workweek. When agreed between employee and supervisor, extra hours worked (defined, for purposes of this article, as flex hours), may be adjusted hour-for-hour for time off within the employee's workweek. In general, overtime work shall be voluntary, except in the event of operational necessities.

Overtime work is compensated at the rate of one and one-half. It may be paid at one and one-half the employee's regular rate of pay, or it may be accumulated as compensatory time off (CTO) at one and one-half hour for every hour worked. The employee must designate on their timecard every pay period if they should be paid overtime or have the time added to their CTO accruals (bank).

Once a year, CTO balances (minimum balance of ten hours) will be completely paid off. This obligatory pay off of all CTO will occur on the first pay date in November. Upon separation from District employment, all accrued CTO will be paid in a lump sum in accordance with applicable law.

As a practice, no employee should work more than 16 hours in a 24-hour period, unless approved by the Duty Officer, (during unanticipated shift) and a Supervisor, Department Manager, Division Director or the Safety & Risk Manager.

An employee who is required to work an extended shift of more than 11 hours may be granted the following day off provided the following day is a regularly scheduled workday. The employee may elect to use time worked on the previous day (flex hours), vacation (which is an exception to the ordinary notice requirement for vacation and is considered pre-approved for this purpose), compensatory time from the employees' accrued compensation time bank, or/he may elect to take approved leave without pay.

If an employee works four or more hours between midnight and 7:00 AM of the next day, and if the employee goes home because s/he is too tired to work safely, the employee will be allowed to use sick leave, vacation (which is an exception to the ordinary notice requirement for vacation and is considered pre- approved for this purpose) or compensatory time off from the employees' accrued compensation time bank for the entire regularly scheduled shift that falls within an eight or nine or 10 hour period starting when the employee leaves the work site.

Unscheduled Night Work Premium. An employee who is called back or works an unanticipated extended shift during the hours of 10:00 PM to 6:00 AM will earn double-time pay (or compensatory time-off) for the time actually worked during the hours of 10:00 PM to 6:00 AM. This premium may not be combined with Holiday Premium Pay as described in this article.

Overtime Meal Reimbursement. Employees required to work overtime will be eligible for a reimbursement of up to \$13 for meal expenses incurred as a result of overtime work after every six consecutive hours worked either during an extended day or when called in on overtime assignment. For employees working an extended day, these six hours shall be measured from the end of the employee's last meal period. If the assignment is completed after six hours, an employee will be reimbursed for actual meal expenses of up to \$13. This provision applies equally seven days a week. This reimbursement will occur on the next business day.

The District agrees to maintain its current scheduling practices, in that shifts, workdays and hours to which employees are assigned shall be stated on the departmental work schedule. Should it be necessary in the interest of efficient operations or for safety concerns to establish schedules departing from the normal workday or workweek, the District will give notice of such change to the individual as far in advance as is reasonably practical but a minimum of 48 hours advance notice shall be required.

11.2.1 Overtime (Exempt Employees)

Overtime, standby, and out-of-class pay shall not apply to employees designated by the District as exempt (from the overtime provisions of the law) under the Fair Labor Standards Act.

11.3 Merit Increases

Merit Increase is defined as "an advance from one step to a higher step within the existing salary range" (e.g., Step B to Step C) prior to the normal step advancement date. This type of increase can be granted to an employee because of outstanding job performance. Prior to receiving the merit increase, the employee must receive an Employee Performance Evaluation, approved by the General Manager, recommending the merit increase. When a merit increase is

granted, it will not change the employee's in-grade starting date but the anniversary date for the next step increase shall be advanced to 12 months from the date of the merit increase. A merit increase allows an employee to advance through the steps within the salary range of his/her job description more rapidly, thus acknowledging the outstanding performance.

11.4 Promotions

A promotion is defined as an appointment to a classification with a higher range of pay, (e.g. Laborer to Construction Worker). A promotion is separate and distinct from a reclassification. Prior to being promoted, the employee must receive an Employee Performance Evaluation, approved by the General Manager recommending the promotion. An employee may be promoted to any step within the job classification range depending on his/her experience and other qualifications. When an employee is promoted to a higher position, his/her in- grade starting date will change to the date of the promotion. If the employee is promoted to Step A of the new range, the employee will be eligible for the next salary increase 12 months from the date of the promotion and yearly thereafter until the top step of the range has been achieved. If the employee is promoted to Step B or above on the new range, the employee will be eligible for increases on a yearly basis from the date of the promotion until the top step of the range has been achieved.

11.5 Definition of Y-Rating

Y-rating is defined as a cap on an employee's salary/wages, with the employee ineligible for salary adjustments as described in Article 11. Any employee y-rated will remain y-rated until the salary range of the employee's position equals or exceeds his/her current rate of pay (through cost-of-living or other adjustments), or the employee promotes into a higher paid position. At the time the employee's salary range equals or exceeds his/her current rate of pay by promotion or other adjustment, the employee will be eligible for future salary adjustments.

11.5.1 Reclassification of Job Description

A Reclassification of Job Description is defined as an existing position that is rewritten to include expanded or reduced duties and responsibilities.

When an employee's present job description is rewritten to expand duties and responsibilities, it may be reclassified to a higher salary range. When this occurs, the in-grade starting date for the employee does not change. The position moves to the new salary range and the employee advances through the steps of the new range based on his/her existing in-grade starting date.

When an employee's present job description is rewritten to reduce duties and responsibilities, an incumbent employee shall remain at his/her current pay rate even if the current pay rate is more than the top step for the reduced classification. Employees

whose positions are reduced because of a reclassification shall remain at their current pay rate until such time as that pay rate is met or exceeded by the rate of pay for the lower classification due to subsequent overall adjustments of all District salary ranges.

When a new non-supervisory classification is established or an existing one is substantially changed, the District will submit a description in writing and a proposed wage assignment to the union within 30 days. Management will assign wages using the District's classification methodology.

11.6 Lateral Position Transfer

A Lateral Position Transfer is defined as "an appointment to a position in the same range of pay". An employee may move from one position to a completely different position on the same salary range. If such a move is made, the in-grade starting date will change to the date of transfer. There is no change in salary in this type of position change.

11.7 Callback Pay

When, because of unanticipated work requirements (there is an exception to the "unanticipated work requirement" that is described below for employees headquartered at Lake Henshaw), an employee is ordered to return to duty following the termination of his/her normal shift or workweek, and after departure from his/her work location, he/she shall receive a minimum payment equivalent to two hours of premium overtime pay. Callback pay may not be combined with Standby Pay.

Lake Henshaw Callback Pay

Employees headquartered at Lake Henshaw are eligible for Callback Pay when required to return to a worksite for anticipated or unanticipated work falling after a scheduled shift. Lake Henshaw Callback Pay events may not be stacked, combined or pyramided within a day or within the period falling between scheduled shifts on consecutive days.

11.8 Standby Pay

Weekdays: Employees, except the Duty Officer and Supervisory Control and Data Acquisition (SCADA) Operator, required to stand by during weekdays (Monday through Friday), except District-observed holidays, shall be paid one-hour standby for each weekday assigned. If called for duty while standing by, they will be paid for time worked, plus one-hour standby.

Duty Officer: A Duty Officer required to stand by during weekdays (Monday through Friday), except District-observed holidays, shall be paid one hour standby for each weekday assigned. If called for duty while standing by, the employee will be paid for time

worked, plus the one-hour standby.

SCADA Operator: A qualified employee required to standby during weekdays (Monday through Friday) and weekends (Saturday and Sunday), except District-observed holidays, for the purposes of responding to and alleviating SCADA alarms, shall be paid one-quarter hour standby for each weekday and weekend day assigned. If called for duty while standing by, the employee will be paid for time worked, plus one-quarter hour standby.

Weekends and District-observed Holidays: Employees, except the Duty Officer and SCADA Operator, required to stand by during weekends (Saturday and Sunday) and District-observed holidays shall be paid two hours standby. If called for duty while standing by, pay will include the two hours standby plus actual hours worked.

Duty Officer: The Duty Officer required to standby after regularly scheduled shifts on weekends (Saturday or Sunday) and District-observed holidays shall be paid two hours standby for each day of the weekend or holiday assigned. If the Duty Officer is required to stand by a full twenty-four hour day on weekends (Saturday or Sunday) or District-observed holidays, then the Officer will be paid two hours standby. If called for duty while standing by, pay will include the applicable standby plus the actual hours worked.

SCADA Operator: A qualified employee required to standby during District-observed holidays for the purposes of responding to and alleviating SCADA alarms, shall be paid one-half hour standby for each District-observed holiday assigned. If called for duty while standing by, the employee will be paid for time worked, plus one-half hour standby.

The following exception applies:

- Employees, except the Duty Officer, standing by after the regularly scheduled shift on weekends and holidays would receive one-hour standby for each of those days. If the employee is standing by for the full 24 hour period, then two hours standby would be paid.
- Employees called back, but not required to stand by shall be paid actual hours worked (See Callback Pay). Standby assignments are posted in advance.
- Pagers, mobile phones, laptops, tablets or other remote devices shall be provided to each employee who is on standby duty. The employee shall report to the work site designated by the Duty Officer within 45 minutes. Employees on standby may not consume alcoholic beverages.

No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of the article or this agreement.

11.9 Out-of-Class Pay

Employees temporarily assigned to a higher job classification for the convenience of the District are eligible to receive five percent above their regular rate of pay. It is agreed that the District retains the sole right to make out-of-class assignments.

An employee who is temporarily assigned to a higher job classification for the convenience of the District is eligible to receive five percent above his/her regular rate of pay beginning with the next scheduled day after completion of 80 consecutive hours of out of class work and continuing for the period such employee continues in the new assignment. An employee who receives a paid temporary assignment to a higher job classification for a period in excess of six consecutive calendar months, shall be assigned to the higher position (provided there is no incumbent in said higher job classification).

Employees enrolled in the District's Apprenticeship Training Program and employees who are classified as overtime exempt in accordance with the requirements of the Fair Labor Standards Act (FLSA), shall not be entitled to out- of-class pay.

ARTICLE 12 - ATTENDANCE

12.1 Discretionary Leave of Absence

The General Manager, at his/her discretion, may grant a leave of absence to any employee who has exhausted all, or is ineligible for, protected leaves of absence (e.g., FMLA/CFRA, Pregnancy Disability Leave, Workers' Compensation Leave, etc.). The grant of discretionary leave of absence by the General Manager shall be considered on a case-by-case basis. The decision to grant a discretionary leave of absence in one case shall not be precedent setting for any other request for discretionary leaves of absence. Any employee granted a discretionary leave of absence may be required to use his/her accumulated paid leave balances, if any, during the period of the leave.

12.2 Court Appearances

An employee required to appear in court on a matter wherein the District is a named principal party to the matter shall be paid his/her normal rate of pay for all time involved with said court appearance.

12.3 Jury Duty Leave

District employees ordered to serve on jury duty are entitled to regular pay for up to two weeks of jury duty leave per calendar year. Time served on jury duty leave is not chargeable to

employee's accumulated vacation, sick leave, or compensatory time off and the fee received from the court for serving on jury duty shall be retained by the employee. Employees on jury duty may be absent on paid District jury duty leave for up to eighty hours of jury service per calendar year. (An extension, beyond the two-week maximum of paid jury duty, may be made by the General Manager when an employee is serving on a jury that extends beyond the anticipated maximum duration of the trial.) Jury service falling on a District holiday or on employee's regularly scheduled day off is not payable as jury duty.

During the period of jury duty service, employees are expected to report either to their assigned work at the District or to the court during working hours. For example, if an employee is required to report to court at 10:00 AM, he/she must report to work at the District at his/her regular starting time.

It is the responsibility of all employees on jury duty to advise their immediate supervisors of their jury schedule, which includes starting and ending times on a daily basis.

ARTICLE 13 - HOURS OF WORK

1. Work Day: The normal workday within a consecutive 24-hour period shall be eight consecutive hours of work (shift) exclusive of a lunch period.
2. Work Night: The normal work night within a consecutive 24-hour period shall be eight consecutive hours of work (shift) inclusive of a lunch period.
3. Workweek: The FLSA workweek for each employee shall begin exactly four hours after the start of the employee's shift on Friday and end exactly 168 hours later. The normal workweek schedule shall begin at exactly four hours after the start of shift on Friday and shall consist of one-half work day followed by two consecutive days of rest followed by four and one-half consecutive work days and end four hours after the start of the shift on the following Friday. The workweek for employees at Lake Henshaw shall begin exactly at the end of the normally scheduled shift on Friday and end exactly 168 hours later. Alternative FLSA workweeks may be authorized by the General Manager according to the needs of the District.
4. Employees are scheduled to work on regular work shifts (period of time in a workday), having regular and fixed starting and quitting times. Work schedules are made known to all employees.
5. Nothing in this section shall be construed to prevent the establishment of irregular schedules (e.g., nine, ten, or other shifts in a workday); the General Manager, or his authorized representative shall designate such positions. An irregular schedule is defined as one with starting and ending times/days and/or number of days worked that differ from

those in Paragraphs (1) and (4) above.

6. Employees working approved alternate, (e.g., "9/80" [nine hour] shifts or "4/10"[ten hour] shift schedules) are required to maintain at least 8 hour balances of compensatory time off (CTO) and/or vacation. These balances will be used to complete holiday time off, since all District holidays are eight hours. Hours of holiday time off in excess of eight hours will be made up by deducting the applicable hours from the employee's own vacation, flex or CTO hours (except when holidays fall on eight hour days for employees working 9/80 schedules).
7. Employees working approved alternate shifts in excess of eight hours with no CTO, vacation or flex hour balances revert to unpaid status during holidays. Employees on unpaid status for any period of a workday falling immediately before, during (including the ninth hour or tenth hours of) the holiday off, or immediately after a holiday, forfeit full holiday pay for the applicable holiday(s).
8. Employees working approved alternate shifts in excess of eight hours may designate the use of vacation for the time off in excess of eight hours that is necessary to complete the hours of a scheduled shift that falls on a District holiday. In the absence of a designation of vacation for this purpose, the hour(s) of holiday pay may be made up by CTO, or the time taken first from flex time balances earned in that payroll week.

ARTICLE 14 - LAYOFF AND REEMPLOYMENT

14.1 Authorization

The General Manager may layoff, without prejudice, any employee because of lack of appropriate funds, curtailment or lack of work, or other reasons. Such layoff shall take effect five days after the receipt by the employee of a notice in writing of the proposed layoff action. The decision of the General Manager to lay off employees is not subject to appeal or is not subject to the grievance procedure.

14.2 Order of Layoff

Layoffs shall be by classification within each department. Within each classification, employees will be selected for layoff based on past performance and seniority.

When it becomes necessary because of lack of work, lack of funds or other reasons to reduce the number of employees within a given employee classification, the General Manager or designee will prepare a layoff list in the following order:

1. Temporary employees

2. Probationary employees serving an original probationary period.
3. Employees whose current overall performance evaluation does not meet expectations.
4. Regular employees.

The General Manager reserves the right to deviate from this order whenever circumstances warrant.

14.3 Return to Former Class

In the event of a layoff, employees who have been promoted during their service with the District may bump back to the highest paid lower classification in their career series which they formerly held, if there is an employee in the lower classification with less seniority than the laid off employee.

14.4 Seniority Defined

For purposes of this provision, seniority shall be defined as the number of months of paid service since the employee's most recent hire date with the District. Layoff and reemployment will not result in a break in paid service.

14.5 Benefits Upon Reemployment

Upon reemployment by the District, an employee will accrue vacation at the accrual rate applicable if the employee had not been laid off, i.e., the rate at which he/she was accruing at the time of his/her layoff.

Any sick leave balances not paid off upon layoff will be reinstated at the time of reemployment. An employee upon reemployment may have sick leave, which was paid off at the time of layoff, reinstated at the employees' option by refunding to the District the cost equivalent to the sick leave paid off.

Employees upon reemployment would be eligible for benefits as if they were a new hire unless otherwise provided for by insurance eligibility provisions or state/federal regulations.

14.6 Order of Reemployment

Employees on a layoff reemployment list shall have preference over new hires for one year following layoff. Employees on a layoff reemployment list, for one year following layoff, shall be offered reemployment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.

14.7 Notice of Reemployment

The District shall give the employee reasonable advanced notice of the opportunity for reemployment. Employees recalled to work shall return to work at the time specified by the District. Any laid off employee who refuses an offer of employment to the classification from which they were laid off or who fails to report to work shall be considered as having resigned.

ARTICLE 15 - WORK EQUIPMENT AND CLOTHING ALLOWANCES

15.1 Tools, Supplies and Equipment

The District provides all tools, supplies and equipment necessary for the performance of job functions and duties, without cost to the employee, except for mechanics employed by the District who shall provide their own tools. All tools stolen or broken will be replaced by the District, unless such theft or breakage is the result of the gross negligence of the employee.

15.2 Clothing Allowances

15.2.1 Uniforms

The District pays 100 percent of cost of uniform rental up to a maximum of 11 sets of uniforms and a jacket (to be worn during District work only) for all employees who normally wear such in the course of their employment. Field employees may choose from a combination of pants, shorts, shirts and safety shirts (maximum of seven) that will make up the allotted 11 uniforms. The District will pay for the cost of cleaning jackets.

An employee is eligible for this benefit after completion of 30 days of his/her probationary period. In certain job descriptions, the District retains the right to require uniforms for the purpose of identification. The employee is responsible for 100 percent of costs for damages due to excessive wear and tear to the uniform and for lost and unreturned uniforms, based on the billing to the District by the uniform supplier. The District retains the right to select the uniform supplier.

Employees regularly assigned to work at Lake Henshaw shall receive a lump sum clothing reimbursement up to a maximum of \$300 per calendar year. A single request, including paid receipts, shall be submitted between November 1 and December 31 of each year. The District will comply with the applicable Internal Revenue Service regulations regarding reporting the clothing reimbursement as taxable income.

Uniform rental cost is reported to CalPERS as special compensation for an employee required to wear a uniform and who is not a "new member" under the

Public Employees' Pension Reform Act (PEPRA), even though the cost is absorbed by the District. The annual cost of uniforms is divided by the number of participating employees to determine the reportable amount and is reported to CalPERS pro-rata each pay period. Clothing reimbursement for employees at Lake Henshaw is reported to CalPERS as special compensation. For employees hired after January 1, 2013 and who are defined as "new members" under PEPRA, uniform rental (and clothing reimbursement) is not pensionable compensation and not reported to CalPERS as special compensation.

15.2.2 Work Gloves

The District will furnish work gloves to all field personnel. When the gloves wear out, they must be turned in to the Inventory Control Clerk in order for a new pair to be issued at no cost to the employee. If the old gloves are not turned in, a new pair will not be issued.

15.2.3 Safety Shoes and Walking Shoes

The District will reimburse designated eligible employees for safety shoes in an amount not to exceed \$180 per pair. The District will reimburse Meter Readers for walking shoes in an amount not to exceed \$100 per pair. Employees will provide paid receipts documenting the expenditure prior to reimbursement. The Safety and Risk Manager will determine who is a designated eligible employee for safety shoes. Safety Shoes provided must meet the ASTM F2412 and F2413 safety standards.

It is expected that all designated employees will wear their safety shoes or District provided walking shoes while on the job. The Safety and Risk Manager will inspect the condition of employees' safety shoes (or walking shoes) from time to time and require that employees replace the shoes should the condition of the shoes deem it necessary. Failure to replace worn out safety shoes may result in disciplinary action. Failure to have the safety shoes on will result in being sent home without pay to get the shoes. In the case of repeated offense, suspension may result. It is grounds for suspension or dismissal if an employee receives a toe injury and does not have his/her safety shoes on.

15.2.4 Prescription Safety Glasses

Employees prescribed to wear glasses with corrective lenses shall wear Prescription Safety Glasses when work conditions warrant the use of protective safety eyewear. In accordance with Cal/OSHA's General Industry Safety Orders section 3382, these work conditions include job functions that may cause punctures, abrasions, contusions, or burns as a result of contact with flying particles. Employees who work with hazardous substances or injurious light rays are also included. Prescription safety glasses must comply with the ANZI Z87.1 safety standards.

Upon approval from the Safety and Risk Manager, the District will reimburse up to the amount of \$200 for new or replacement safety eyewear every two years. This amount includes frames, lenses, and side shields, the dispensing fee and applicable sales tax. Employees seeking reimbursement must provide a receipt reflecting the purchase of safety eyewear that complies with the ANSI Z87.1 safety standards. Reimbursement will only be provided at the actual cost to the employee for the safety eyewear up to \$200 in a two-year period. Care and maintenance of the prescription safety glasses are the responsibility of the employee. Lost or damaged prescription safety glasses are to be replaced at the employee's expense.

ARTICLE 16 - BENEFITS

16.1 Leave Programs

16.1.1 Vacation

All regular employees shall earn leave and have it accrued for each hour of service, or while absent for District holidays, or on paid District Leave (i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury, military and court leave), not including paid leave required by state or federal law, with the exception of California’s Healthy Workspaces, Healthy Families Act of 2014, as amended (leave accrual and the following calculations are based upon regular scheduled hours of work, not to exceed 40 hours per payroll week):

- Commencing with the date of employment through the first five years, 120 hours are accrued per year (accrued at the rate of 0.0577 hours per paid hour of service or leave).
- Commencing with the sixth year, up through and including the tenth year, 160 hours are accrued per year (accrued at the rate of 0.0770 hours per paid hour of service or leave).
- Commencing with the eleventh year, up through and including the fifteenth year, 200 hours per year are accrued (accrued at the rate of 0.0962 hours per paid hour of service or leave); and Commencing with the sixteenth year, the following hours will be accrued:

<u>Years</u>	<u>Hours Accrued</u>
16	208 (0.1000 hours/paid hour)
17	216 (0.1039 hours/paid hour)
18	224 (0.1077 hours/paid hour)
19	232(0.1116 hours/paid hour)
20	240 (0.1154 hours/paid hour)

An employee may make an irrevocable request for payment in lieu of vacation time under the following conditions:

1. Employee has already taken one consecutive week of vacation and/or compensatory time off during the last 12 months from January through December; this week may include a regular Blue or Green Friday off. However, if this qualifying week includes a holiday(s), an additional consecutive day(s) of vacation and/or compensatory time off must be taken.
2. A request is irrevocable. A completed request shall state the number of hours to be paid in lieu of vacation. At least 80 hours of accrued vacation time shall remain on the books after payoff; and
3. The irrevocable request shall occur annually in December. The request shall specify the number of previously accrued leave hours requested in the form of pay. Payments will be made during the month of February of the year following the irrevocable request for payment in lieu of vacation time.

Employee may choose to roll the entire balance into their deferred compensation account (e.g. 457 Plan) subject to federal deferred compensation annual contribution limits. Payment amounts cannot be split between a deferred compensation account and cash.

4. An employee stops accruing vacation when his/her accrual/accumulation reaches 480 hours.

An employee who fails to return to duty at the time specified on the leave request form shall be considered to have resigned from the service in the absence of extenuating circumstances.

Vacation requests shall be administered in accordance with District policy. Vacation (or compensatory time off) requests for Fridays off made by employees working flexible "9/80" schedules are unduly disruptive to District operations due to reduced staffing levels on Friday. Exceptions can be made for vacations of at least one full calendar week (including the requested Friday off), and in other very limited circumstances. Such requests require advance review and approval of the supervisor and department manager in order to assure sufficient staffing on Fridays.

16.1.2 Resignations and Separation from District Service

Resignations or other notices of an employee's intent to leave District service (such as retirement notices) are considered final decisions after District acceptance and may not be rescinded without the written permission of the General Manager.

Employees who resign or otherwise separate from District service are not eligible to take leave at the conclusion of District service (terminal leave), except in the case of approved family and medical leave granted in accordance with state or federal law, or for an approved sick leave absence. Employees who are otherwise absent at the conclusion of District service will have their paid leave approval revoked and be placed upon leave without pay back to the date of their last workday.

16.1.3 Hiring of Former Employees

It shall be the policy of the District to not rehire former District employees. The General Manager may grant exemptions to this policy if he/she deems that it is in the District's best interest to rehire a former employee. This hiring restriction does not apply to retired employees who may be rehired in accordance with PERS regulations to work no more than 960 hours in any fiscal year. All rehired employees will be granted credit for prior service for all purposes (vacation, sick leave, layoff, etc.) if their break in service was for six months or less. Rehired employees with a break in service in excess of six months will be treated as a new hire for all such purposes.

16.1.4 Paid Sick Leave

Sick leave is an employee benefit regarded as a measure of protection against temporary disability. All payments for sick leave shall be made at the employee's current rate of pay. Sick leave for employees accumulates at the rate of 56 hours per year (accrued at the rate of 0.0270 hours per hour of service or paid District leave [i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury duty, military leave and court leave] but not to exceed 40 hours per payroll week). Each request for sick leave shall be set forth on a leave request form. A doctor's verification or other satisfactory evidence demonstrating the employee's incapacity or necessity to be absent may be required by the General Manager.

In the event the employee has no accrued sick leave, accrued compensatory time may be used and then accrued vacation for authorized sick leave.

Upon termination of employment for other than disciplinary reasons and with a minimum of two weeks' notice of termination (unless such notice requirement is waived by the General Manager), an employee will receive payment equal to 25 percent of sick leave hours accumulated to date of termination. An employee terminated by the District for cause shall not receive payment for their accrued sick leave. Upon retirement, and with a minimum of two weeks' notice of retirement (unless such notice is waived by the General Manager), an employee will receive payment equivalent to 50 percent of the accumulated hours of sick leave and have the remaining hours credited to CalPERS for service credit. Upon retirement, and with a minimum of two weeks' notice of retirement (unless such notice is waived

by the General Manager), with 20 years or more of service with the District, an employee will receive payment equivalent to 75 percent of the accumulated hours of sick leave and have the remaining hours credited to PERS for service credit. For purposes of this paragraph, payment shall include depositing funds into the deferred compensation account.

Before the first pay period in November, any employee who has accrued in excess of 1,000 hours sick leave will be paid 100 percent of the excess hours during November. The employee's sick leave account will be reduced to 1,000 hours at that time.

Use of paid sick leave is permitted due to: (1) the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee; (2) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member; and (3) for an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).

"Family member" is defined as a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis without regard to age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or the person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

16.2 Insurance

16.2.1 Introduction

If during the term of this agreement it becomes necessary, as determined by the District, to replace one of the medical, dental, vision insurance plans or any other such insurance coverages provided by the District, the District shall make reasonable efforts to provide replacement coverage that is as similar as possible to the coverage that is replaced. This District shall retain complete discretion.

Employee's annual contribution (on a pro rata basis) through payroll deduction for medical/dental/eye coverage will be as follows beginning with the first pay period of January 2025 and continue for the term of this agreement:

HMO/PPO 1	(Employee only)	\$450 per year.
HMO/PPO 2	(Employee plus one)	\$900 per year.
HMO/PPO 3	(Family)	\$1,200 per year.

All employees will be required to participate in the District provided health care and they will not be allowed to "opt out" of the program or receive cash in lieu thereof.

16.2.2 Health Insurance

Active Employees

The District will provide health insurance coverage that will attempt to include HMO and/or PPO options. The District provides medical insurance coverage for each employee and his/her eligible spouse and eligible dependents. For purposes of this article, married individuals (of the same or different sex) and registered domestic partners are considered to be spouses if they are registered with the state as domestic partners [as defined under section 297 and 299.2 of the California Family Code] to the extent required by law.

Retired Employees

The District will offer medical health insurance coverage to eligible retiring employees and their eligible spouses based on the following criteria and conditions:

1. Eligibility is limited to employees who retire from the District on or after January 1, 2006, after they reach the minimum age of 50. Retiree medical health insurance coverage will only be offered to all active employees of the District as of December 31, 2011. Retiree medical health insurance coverage will not be offered to employees hired on or after January 1, 2012.
2. Upon retirement, the retiree must have completed 15 years of service with the District.
3. An employee who retires from District service and meets the criteria in Sections 1 and 2 shall receive up to 15 years of District-provided retiree health coverage.
4. The years of coverage provided may be split between the retiree and the retiree's eligible spouse if any.
5. The maximum number of years of eligibility for coverage for a retiree may not exceed ten years. The number of years of coverage for the spouse may not exceed the number of years of coverage for the retiree.
6. The District will provide coverage in a Retiree Health Insurance Plan (RHIP) that is similar to the health plans available to active employees or in a comparably priced alternative provider. If, for any reason, the District's contract for health insurance is terminated during the life of this Memorandum of Agreement, the District will make all reasonable efforts to secure a

replacement plan for retirees with both coverage and premium costs similar to the insurance available to active employees. It cannot be guaranteed that such coverage will, under those circumstances, be made available.

7. If permitted by the RHIP provider, retirees may select cash reimbursement in lieu of participation in the District's RHIP. This option will be made available to employees moving to a service area outside of the coverage of the RHIP. District reimbursement will be limited to the actual cost of the alternative health insurance, but not to exceed the cost of the retiree (and spouse, if applicable) premiums that would be paid if the retiree was a participant in the RHIP.
8. In order to participate in the RHIP, the retiree must have completed a minimum of 15 years of service with the District with a PERS retirement date no more than 120 days beyond the date of separation from District service and have uninterrupted health insurance coverage that is acceptable to the retiree health provider.
9. It is mandatory that both retirees and their eligible spouses enroll in Medicare Parts A and B, as they become age eligible. In addition, retirees and spouses who reach Medicare Age and have remaining eligibility for District-provided coverage must select the RHIP coverage (or alternative health plan through the reimbursement option) designed to coordinate/supplement Medicare.
10. An eligible spouse for the purposes of retiree medical coverage is defined as a spouse who is married to (or is a registered domestic partner of) the employee as of one year prior to the date of his/her retirement and continuously thereafter.
11. Participation in the RHIP begins at retirement and remains in effect continuously until eligibility is exhausted. No period of hiatus from participation is permitted and any unused eligibility reverts to the District, except for continuation of spousal benefits as described in Section 12 below.
12. At time of retirement, retirees must make a written one-time irrevocable decision on how their available years of District provided medical coverage will be apportioned between the retiree and the spouse. Allocated coverage for a spouse may not exceed the term of retiree medical coverage for the retiree. (District-paid coverage for a retiree may not exceed 10 years, as described in Section 5.) In the event of a retiree's death, any remaining allocation for the spouse will continue to be provided by the District, but will terminate upon remarriage. A divorced spouse (or former

domestic partner) will not be eligible for any District- provided health benefits or for continuation of coverage under the RHIP.

13. Medical insurance coverage under the retiree health plan will be made available to eligible dependents at the employee's expense if the dependents live within the service areas defined by the plan provider and are acceptable to the plan provider.
14. If permitted by law and by the retiree health plan, a retiree or spouse (and eligible dependents) may continue medical coverage at the conclusion of the District-provided coverage term by paying the District the full cost of the applicable premium in advance. Failure to submit payment prior to the premium due date may result in cancellation of coverage for retirees, spouses, and/or dependents. Dependents may not continue coverage under the retiree health plan if the retiree and spouse are no longer eligible for continuation of coverage.

16.2.3 Dental Insurance

The District provides for each employee and all eligible dependents dental insurance to include orthodontics benefits.

16.2.4 Vision Care Insurance

The District provides a vision care plan for each employee and all eligible dependents.

16.2.5 Disability Insurance

The District provides a policy for short and long-term disability, which becomes effective 30 days after occurrence of disability.

16.2.6 State Disability Insurance

The District participants in the State Disability Insurance Program (CASDI) which will be paid for by payroll deduction of the employee's salary up to the maximum base per year as established by the State of California. Employees may coordinate the use of their accrued leave balances (vacation, compensatory time, and sick leave) to supplement CASDI, up to, but not to exceed, the employee's basic wage rate.

16.2.7 Unemployment Insurance

The District provides Unemployment Insurance.

16.2.8 Life Insurance

The District provides a life insurance policy for each employee equal to two year's salary.

16.3 Holidays

The District will grant 13 holidays during each year as follows:

HOLIDAY

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Cesar Chavez Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving

Day after Thanksgiving

Christmas Eve

Christmas Day

In addition, holidays include special holidays proclaimed by the President of the United States or the Governor of the State of California in the event that the General Manager determined that other agencies, including the City of Vista and County of San Diego, are observing such holidays. Holidays that fall on a Sunday are observed on the following Monday, and holidays falling on a Saturday are observed on the preceding Friday. If a recognized holiday falls during an employee's vacation, it is paid as such and not charged as a day of vacation. If a recognized holiday falls during an employee's regularly scheduled day off (alternative schedules) employees shall accrue eight hours of vacation.

Holiday Premium Pay

An employee required to work on Thanksgiving, Christmas (December 25), or New Year's (January 1), will be entitled to double-time pay for all hours actually worked. Holiday Premium Pay cannot be combined with the Unscheduled Night Work Premium.

16.4 Pension Plan

The District is a member of the Public Employees' Retirement System of the State of California (PERS). Membership of employees (other than temporary and part-time) is compulsory. Effective January 1, 2012, and continuously thereafter, employees will contribute the full employee member contribution established by law via payroll deduction into the Public Employees' Retirement System to be credited to the employee's account.

The pension plan for employees hired prior to January 1, 2012 will include the following provisions:

1. 3% @ 60 Formula for local miscellaneous members
2. One year final compensation (12 highest paid consecutive months).
3. Full Formula plus social security.
4. Post-retirement survivor allowance.
5. Credit for unused sick leave.
6. Employee contribution rate of 4.5 percent.

The pension plan will include the following provisions for all employees hired after January 1, 2012 and prior to January 1, 2013:

1. 2% @ 60 Formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent.
4. The District has not and will not contract for any contract enhancements for this pension formula.

The pension plan will include the following provisions for all employees hired on or after January 1, 2013 pursuant to the Public Employees' Pension Reform Act of 2013 (PEPRA):

New (CalPERS) Members:

1. 2% @ 62 formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of one-half the normal cost.
4. The District has not and will not contract for any contract enhancements for this pension formula.

Classic Members (employees who are already members of CalPERS):

1. 2% @ 60 formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent.
4. The District has not and will not contract for any contract enhancements for this pension formula.

16.5 Bereavement Leave

District employees are eligible to receive the time necessary, not to exceed five days, to be absent from duty because of the verified death of the employee's parents, grandparents, stepparents, parents-in-law, siblings, spouse (including registered domestic partners), children, stepchildren, grandchildren, step- grandchildren or a qualified domestic partner. Upon the employees' request, and with prior approval of the District, an employee shall use the necessary portion of his/her available sick leave, compensatory time off, or vacation for the purpose of supplementing bereavement leave.

Employees who have been employed by the District for at least 30 days are entitled to take up to five days of unpaid reproductive loss leave following a "Reproductive Loss Event", as defined in California Government Code Section 12945.6.

16.6 Military Leave

The District complies with the State of California practice of paying regular salary during military leave up to 30 days per fiscal year where appropriate under the Military and Veterans Code. The District follows both state and federal law regarding military leave.

16.7 Rest Periods

All District employees are entitled to two 15-minute rest periods in each scheduled workday. Each four hours of work time shall include a 15-minute rest period. Rest periods shall be taken on the day that they are earned and they shall not be combined or accumulated. Rest periods will ordinarily be granted at mid-morning or mid-afternoon when workload permits, or at times comparable to mid-morning and mid-afternoon during evening and night shifts.

16.8 Employee Assistance Program

The District provides professional consultation and referral services to employees experiencing behavioral, medical or emotional problems that may impair job performance. The purpose of this service is to help employees deal with problems, which may affect job performance. Typical examples of the types of problems handled are alcohol abuse, drug abuse, family or marital discord, nervous or emotional disorders.

This service is available to all employees and member of their immediate families for private consultation. If an employee desires private consultations, he/she will be required to use sick leave or vacation time under the rules governing these types of leave. The District can require referral because of job performance. In this case, the employee will be given time during his/her regular working hours to attend the consultation.

Employees are assured that their present jobs and future opportunities will not be jeopardized solely as a consequence of their participation in this program, and any and all information regarding this matter will be held in strict confidence. The need for satisfactory job performance continues while participating in the program, and continued unsatisfactory job performance may result in disciplinary action or termination.

16.9 Fenced Parking

The District will provide fenced parking for employees.

ARTICLE 17 - APPRENTICESHIP TRAINING PROGRAM

The General Manager may establish Apprenticeship Training Programs for various positions within the District. Announcement containing the job definition, areas of instruction, eligibility standards, selection process, and length of each program shall be posted prior to start of each program. The length of each program, as determined by the General Manager, will vary according to the amount of non-consecutive work days required to learn or train for each position. All candidates selected for each program will receive his/her normal rate of pay and shall not be eligible for out-of-class pay during the training period.

ARTICLE 18 - PROBATIONARY EMPLOYEES

There is a probationary period for all employees hired by the District and for all District employees who are promoted or reclassified (with the exception of those who are reclassified within the same pay band and grade [e.g., A-1-1 through A-1-4, or B-2-1 through B-2-5]). Employees complete the probation period after working 2,080 hours, exclusive of overtime and no period of absence, light duty, or modified duty due to illness or injury, counts toward the completion of this probationary period. Any employee may be terminated at any time during this period and such termination is not subject to the grievance procedure or any appeal outlined in this Agreement. Regular employees who have previously passed a probation period, are subsequently promoted, and then are unsuccessful in completing the probation period (or if they are "bumped" from their promotional position by another employee with greater rights [see "Order of Layoff"]) will be returned to their previous position, if that position and classification still exist. If their previous position does not exist, the employee may be subject to layoff. If an employee is hired to fill a position other than a temporary or part-time position, he/she will become eligible for certain benefits based on the individual contracts with the District. These are: the first of the month following hire for health insurance, vision care insurance, life insurance, long-term disability coverage, and dental insurance.

ARTICLE 19 - PROVISIONS OF LAW

This Agreement is subject to all current and future applicable federal, state and local laws. If any part or provision of the Agreement is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Agreement shall not be affected thereby.

ARTICLE 20 - MODIFICATION AND WAIVERS

1. No agreement, alternation, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the District's Board of Directors.
2. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcements of all its terms and provisions.

ARTICLE 21 - AUTHORIZED AGENT FOR DISTRICT

For the purpose of administering the terms and provisions of this Resolution:

1. District's principal authorized agent shall be the General Manager or duly authorized representative:

General Manager
Vista Irrigation District
1391 Engineer Street
Vista, California 92081
(760) 597-3100
FAX (760) 598-8757

2. The Union's principal agent shall be the Secretary-Treasurer or the duly authorized representative for the California Teamsters Public, Professional and Medical Employees Union, Local 911:

Raymond Whitmer Secretary-Treasurer California Teamsters Public,
Professional & Medical Employees Union, Local 911
9900 Flower Street,
Bellflower, CA 90706
(562) 595-4518

2025 through 2027

MEMORANDUM OF AGREEMENT

BETWEEN
TEAMSTERS LOCAL 911
AND VISTA IRRIGATION DISTRICT

FOR THE
CALIFORNIA TEAMSTERS
PUBLIC, PROFESSIONAL & MEDICAL
EMPLOYEES UNION, LOCAL 911:

FOR THE
VISTA IRRIGATION DISTRICT:

Neil Sholander,
Attorney, Negotiator,
Teamsters

Shallako Goodrick
Director of Administration

Rich Gangloff
Negotiator, Union Member

Phil Zamora,
Human Resources Manager

Jason Jones
Negotiator, Union Member

Frank Wolinski
Director of Operations & Field Services

Stephen Huynh
Negotiator, Union Member

Brett Hodgkiss
General Manager

Date: _____

Date: _____

RESOLUTION NO. 2024-XX

RESOLUTION OF THE BOARD OF DIRECTORS
OF VISTA IRRIGATION DISTRICT
ESTABLISHING SALARIES, BENEFITS AND OTHER
EMPLOYMENT CONDITIONS FOR CONFIDENTIAL AND MANAGEMENT
EMPLOYEES FOR CALENDAR YEARS 2025, 2026 AND 2027

WHEREAS, Vista Irrigation District's negotiating team has been engaged in meet and confer labor negotiations since May 8, 2024, on proposals for 2025, 2026, and 2027 salaries and benefits as set forth in the form of a Memorandum of Agreement with the represented employee unit; and

WHEREAS, certain District employees are at this time Confidential, Supervisory, Management or Executive Management who are unrepresented and have their salary and benefits set forth in Board resolutions, and

WHEREAS, details of the agreement concerning salaries and benefits are set forth in Exhibits A and B of this Resolution and the Employee Personnel Policies Manual.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vista Irrigation District does hereby approve the attached Exhibits A and B which itemize salaries, benefits and employment conditions covering employees for the calendar years 2025, 2026 and 2027.

PASSED AND ADOPTED by the Board of Directors this 20th day of November, 2024 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Richard L. Vásquez, President

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

EXHIBIT A

OF

RESOLUTION 2024-XX

OF THE BOARD OF DIRECTORS

OF VISTA IRRIGATION DISTRICT

ESTABLISHING SALARIES, BENEFITS AND OTHER

TERMS AND CONDITIONS OF EMPLOYMENT

FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

FOR

CONFIDENTIAL EMPLOYEES

OF VISTA IRRIGATION DISTRICT

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RESOLUTION

Whenever the masculine or feminine form of any work is used in this Resolution includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 1 - TERM

The terms set forth herein shall be effective on January 1, 2025, at 12:01 a.m. This Resolution is for a period of three years and shall terminate at 12:00 midnight on December 31, 2027 except that it shall continue from year to year thereafter, unless the Board of Directors determines to amend it by Resolution.

ARTICLE 2 - NON-DISCRIMINATION

The provisions of this Resolution shall be applied equally to employees covered herein without favor or discrimination because of race, ethnicity, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, gender, age, pregnancy, sexual orientation or any other classification, which becomes protected by state or federal discrimination law.

ARTICLE 3 - ACCESS TO PERSONNEL FILES

An employee may inspect his/her personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired. An employee shall be entitled to read any statement, written by the employee's supervisor or management, on his/her work performance or conduct if such statement is to be filed. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor will sign, noting the refusal of the employee to sign.

ARTICLE 4 - DISCIPLINE

Formal disciplinary action includes suspension, demotion, or discharge. If the employee protests the action, the District will, upon request of the employee, furnish the Board of Directors with copies of the disciplinary documents.

4.1 Disciplinary Actions Subject to Notice and Hearing Procedures

Disciplinary Procedures for Regular Employees

4.1.1 Purpose

This section sets forth the procedure for all regular employees when subjected to suspension, demotion or discharge. These procedures do not apply to probationary employees who are at-will employees during their probationary period.

4.1.2 Acting Appointing Authority

Employees may be suspended, discharged or otherwise disciplined by the General Manager or anyone to whom he/she has delegated that authority. That person shall be referred to herein as the Acting Appointing Authority.

4.1.3 Notice of Proposed Action

The Acting Appointing Authority shall consider the matter and decide whether to proceed with discipline. If the Acting Appointing Authority decides to proceed, the Human Resources Manager or his/her designee shall mail or deliver to the employee or to the employee's residence a written notice of the Acting Appointing Authority's intention to suspend or dismiss. The statement shall be signed by the Acting Appointing Authority. This statement shall include:

1. The proposed disciplinary action and the date said action is proposed to become effective.
2. The specific charges upon which such action has been proposed and the reasons why such action is being taken. Such charges shall contain any information essential to give the employee a fair opportunity to answer the charges made.
3. A time and date by which the employee may file a written response or set up a meeting to make an oral response.

4.1.4 Response of Employee

The employee shall have the right to respond, either orally or in writing, or both, no later than the time and date provided in the notice to the employee. The time for response may be extended by the Acting Appointing Authority for a reasonable period if the Acting Appointing Authority determines it is necessary to provide the employee with a fair opportunity to answer the charges made. Written responses shall be delivered to the Acting Appointing Authority.

4.1.5 Oral Response

If the employee gives the notice described, the oral response of the employee shall be presented to the Acting Appointing Authority. The Acting Appointing Authority shall render a final decision. At the time of the employee's oral

response the employee shall have the right to be represented by counsel, if desired, or by a representative of a recognized employee organization. The proceeding at which the oral response is presented may be recorded.

4.1.6 Determination by the Acting Appointing Authority

Upon expiration of the period of time set forth in the District's notice for response, or after a written or oral response is presented, whichever is later, the Acting Appointing Authority shall review the matter, including the response of the employee and his/her representatives. The Acting Appointing Authority shall make a decision whether to discharge or otherwise discipline the employee. The Acting Appointing Authority shall then issue the final disciplinary notice. It shall include:

1. The disciplinary action taken and the date it becomes effective.
2. The specific charges upon which such action has been taken and the reasons why such action is being taken.
3. A copy of all documents upon which the action is based.
4. The Acting Appointing Authority's decision regarding suspensions of five days or less are final and may not be appealed or grieved.

4.1.7 If the Acting Appointing Authority Issues the Final Notice

The notice shall be personally served on the employee or shall be sent by mail to the employee's place of residence as shown in the records of the District.

4.1.8 Disqualification of General Manager

If the General Manager does not delegate appointing authority to a high ranking District manager or if the General Manager, in his/her own judgment, has become so involved in the matter as to create an actual bias against the employee which prevents the General Manager from fairly appointing an uninvolved post disciplinary hearing officer, the General Manager shall so advise the Human Resources Manager and shall thereupon appoint another person to act on his/her behalf. However, mere prior knowledge of the factual background of the matter shall not, in and of itself, disqualify the General Manager.

4.1.9 Appeal of Decision of Acting Appointing Authority

An employee dissatisfied with the determination made by the Acting Appointing Authority pertaining to a suspension, demotion or discharge may follow applicable grievance or appeal procedure. For suspensions or discharge employees may choose to either have the matter reviewed via normal grievance

procedures or request an appeal (hearing), but not both. That is, employees choosing to follow grievance procedures must file a written notice to the Human Resources Manager stating that they have irrevocably waived any right to an appeal hearing (evidentiary), or those employees requesting appeal (hearing) irrevocably waive any right to grieve when they fail to execute timely grievance documents. Requests for appeal shall be considered, provided that a written request for appeal (hearing in lieu of grievance) is filed with the Secretary of the District no later than 15 calendar days after the date of personal service or mailing of the notice of the Acting Appointing Authority's determination, whichever is sooner.

If a timely request for appeal hearing is filed with the Secretary of the District, the General Manager will make a decision about whether or not to review the issue further. Hearings will not be delayed unreasonably if the General Manager decides to review the issue.

4.1.10 Hearing Officer

If an appeal is filed in a timely manner, the General Manager shall appoint an uninvolved hearing officer (in cases of suspensions of more than five days, the General Manager may appoint a District manager selected by the appellant from a list of approved by the General Manager of at least three available, appropriate District managers. In cases of dismissal, the General Manager may appoint a manager from another governmental employer selected by the appellant from a list of approved by the General Manager of at least three available hearing officers). The General Manager or Hearing Officer may extend the time to schedule the hearing upon a determination of good cause. Nothing in this agreement precludes the General Manager from using these procedures for other matters that, in the opinion of the General Manager, merit a hearing, nor precludes the District from appointing an arbitrator or alternative hearing officer(s) as long as it is acceptable to the Board. The General Manager may ratify, modify, or reverse the proposed decision of the Hearing Officer. The decision of the General Manager shall be final.

4.1.11 Conduct of Hearing

Hearings shall be conducted in accordance with District procedures. A time for an appeal hearing shall be established which shall not be less than 20 working days, nor more than 45 working days, unless this period is extended by the General Manager, from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least 10 working days prior to the hearing.

All hearings shall be public; provided, however, that either party may request a private hearing via written request submitted at least five days prior to the hearing date.

4.1.12 Status of Employee

During the period prior to the determination of the matter by the Acting Appointing Authority of the General Manager, the employee may continue in his/her duties, be placed on Administrative Leave or may be reassigned to other duties at the sole discretion of the Acting Appointing Authority or the General Manager.

4.1.13 Judicial Review

Judicial review of any decision of the District, or of any commission, advisory officer, committee, board, officer or agent thereof dismissing or otherwise disciplining an employee, which decision is subject to review under Code of Civil Procedure section 1094.5, may be had pursuant to this section only if a petition for writ of mandate is filed in Superior Court within the time limits specified in Code of Civil Procedure section 1094.6.

ARTICLE 5 - GRIEVANCE

5.1 Employee's Representatives

The employee may designate a representative to represent him/her in the processing of grievances or may represent himself/herself subject to the following procedures:

1. When requested by an employee, the representative, with permission of his/her immediate supervisor, may investigate any alleged grievance in his/her assigned work area and assist in its preparation and presentation.
2. After notifying and receiving approval of his/her immediate supervisor, a representative shall be allowed reasonable time off during working hours, without loss of time or pay to investigate, prepare and present such grievances. The immediate supervisor will authorize the representative to leave his/her work unless circumstances require refusal of such permission, in which case the immediate supervisor shall inform the representative of the reasons for the denial and establish an alternate time when the representative can reasonably be expected to be released from his/her work assignment.
3. When a representative desires to contact an employee, the representative shall first contact the immediate supervisor of that employee, advise her/him of the nature of his/her business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless circumstances prohibit the employee's availability, in which case the supervisor will notify the representative when he/she can reasonably expect to contact the employee.

4. A representative's interview or discussions with an employee on District time will be handled expeditiously.

5.2 Grievance Procedure

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit to be involved in a grievance.

5.2.1 Definitions

A grievance is any complaint concerning the interpretation or application of this Resolution and/or Personnel Policy Manual which management has the ability to remedy, and that the employee and his/her supervisor have not been able to resolve.

The term employee includes employees wherever applicable within this procedure.

5.2.2 Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's grievance with her/him at a mutually satisfactory time.
2. An employee represented by a representative shall be encouraged by that representative to informally discuss his/her grievance with his/her immediate supervisor.

5.2.3 Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grant to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement
3. If any employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.
5. Whenever applicable, the term "business days" means calendar days exclusive of Saturdays, Sundays, and District-observed holidays.

5.2.4 Employee Rights to Representation

1. The employee has the right to the assistance of a representative in the investigation, preparation and presentation of his/her written grievance. Either party has the right to require the grievant to be present at any formal grievance meeting.
2. A representative in a grievance shall be afforded all the rights, privileges and obligations ordinarily provided to employee representatives.
3. A grievance will normally be presented and processed on District time. In scheduling time, place and duration of any grievance meeting the employee, the representative and Management will give due consideration to all the participants' responsibilities in the essential operations of the District.

5.2.5 The Parties' Rights and Restrictions

1. The employee has the right to the assistance of a representative. Insofar as possible, such information shall be provided prior to a scheduled formal grievance meeting.
2. Only an authorized representative may represent the employee in grievance hearings.
3. Only the employee or his/her designated representative has the sole right of representation on any formal grievance concerning a matter that directly involves the interpretation or application of the specific terms and provisions of the Resolution.

5.2.6 Informal Complaint

1. Within five business days from the occurrence of the matter on which a grievance is based, or within five business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor or otherwise give notice of his/her complaint.
3. Within two business days from the day of the notice by or discussion with the employee, the immediate supervisor shall verbally give his/her decision to the employee on his/her complaint.

5.2.7 Formal Grievance

Step No.1:

- a. Within three business days from the receipt of the immediate supervisor's

decision, the employee may appeal the supervisor's decision to the designated Management representative by filing a formal written grievance. The Management representative shall review and discuss the grievance with all parties concerned before reaching a decision.

- b. Three copies of the grievance form shall be completed and signed by the employee stating the nature of the grievance and the remedy requested. The employee shall submit two copies to the Management representative and retain the third copy.
- c. Within five business days from receipt of the grievance, the Management representative shall give a written decision to the employee or his/her representative.

Step No. 2:

- a. Within three business days from the receipt of the Management representative's decision, the employee may appeal the decision to the District General Manager using the original grievance form.
- b. Within 10 business days from the receipt of the employee's grievance, District General Manager or his/her designated representative, who has not been involved in the grievance at prior levels, shall make a thorough review of the grievance, meet with the parties concerned, and present a written decision to the employee or his/her representative.

ARTICLE 6 - PAY

6.1 Salaries

6.1.1 Salary Adjustments Effective for Calendar Years 2025 through 2027

- 1. **2025:** For the first year of this contract, effective with the pay period that includes January 1, 2025, salary ranges will be increased by the San Diego Consumer Price index for all Urban Consumers (CPI-U) as of June 30, 2024 (3.48%) plus 2.52% for a total of six percent.
- 2. **2026:** For the second year of this contract, effective with the pay period that includes January 1, 2026, salary ranges will be adjusted by the CPI-U for the 12-month period ending June 30, 2025 plus two percent.
- 3. **2027:** For the third year of this contract effective with the pay period that

includes January 1, 2027, salary ranges will be adjusted by the San Diego CPI-U for the 12 month period ending June 30, 2026 plus two percent.

Employees that are terminating or retiring at the end of the calendar year wherein the pay period extends into the new calendar year will not be afforded the benefit of the salary adjustment effective January 1 of the new calendar year.

6.1.2 Deferred Compensation Pay

District deferred compensation match shall be administered in accordance with procedures established and approved by the General Manager. It is the District's intent to establish a procedure that matches deferred comp at the same time as the employee makes the contribution, or within one pay period of employee's contribution. Deferred compensation match shall be considered an employee contribution for purposes of determining maximum allowable contributions and shall be subject to all applicable laws.

Effective January 2027, the District will provide employees subject to the 2% @ 60 or 2%@ at 62 pension formulas a maximum match of \$1,000 each year. If eligible, this match must be completed before or simultaneously with the deferred compensation matches described in the following paragraphs; this match will be in addition to the deferred compensation matches shown in the schedule below. Employees must have contributed matching funds during the calendar year and must have achieved regular employment status to be eligible. For every \$1.00 contributed by the employee, the District will contribute \$2.00 until the maximum match (\$1,000) is reached.

The District will match each employee's annual contributions in the District deferred compensation program according to the following schedule of District service:

- For employment commencing from the date of employment through the first nine years of service, the District will match each employee's contribution up to but not exceeding a maximum of \$250 per employee per year.
- For the calendar year in which the date of the employee's tenth year anniversary of employment occurs through the fourteenth year of employment, the District will match each employee's contributions up to but not exceeding a maximum of \$600 per employee per year.
- For the calendar year in which the date of the employee's fifteenth year anniversary of employment occurs and for service exceeding 15 years, the District will match each employee's contributions up to but not exceeding a maximum of \$1,200 per employee per year.

For the deferred compensation program described in schedule of District service, the District will contribute \$1.00 for every \$1.00 contributed by the employee until the maximum eligible match amount is reached. As previously noted, the two deferred compensation programs may be contributed simultaneously beginning in January 2027.

6.1.3 Salary Range-Step System

A system of salary ranges with five steps has been established. A newly hired employee, unless given credit for specific prior experience, will begin at Step A of the salary range assigned to his/her job description. At 12 months, he/she moves to Step B, at 24 months to Step C, at 36 months to Step D, and at 48 months to Step E. Salary Ranges will generally change only with cost-of-living increases.

Prior to advancing to the next highest step, the employee must receive an Employee Performance Feedback, approved by the General Manager, recommending advancement to the next step. An employee not recommended for advancement will remain at his/her present step. If such an employee is subsequently advanced to the next step, his/her date for eligibility to the next higher step shall be 12 months from the date he/she entered his/her new step (e.g., employee on Step B is not recommended to Step C; however, he/she improved his/her performance and is subsequently advanced to Step C. His/her eligibility date for advancement to Step D shall be 12 months from the date he/she entered Step C). The 12 months required to advance to the next step shall include time on active duty not including unpaid leaves of absence (e.g. Family Medical Leave Act [FMLA], California Family Rights Act [CFRA], or workers' compensation, etc.) Vacation, sick, holiday leave and Compensatory Time Off are considered time worked for this purpose.

6.2 Overtime and Night Work

Overtime is considered to be work performed in excess of 40 hours per payroll workweek, (as defined under Hours of Work). The 40-hour requirement shall include hours of service, pre-approved vacation, paid holidays, compensatory time off and paid sick leave (flex hours [defined below] and all other paid leave is excluded from overtime calculations). Time begins when the employee reports and is fully ready to work at the District yard or job site (whichever occurs first) and ends when the employee leaves the District yard to return home.

Daily work schedules will not be modified solely to eliminate or avoid overtime; however, an employee may request to modify his/her work schedule thereby avoiding overtime in the workweek. When agreed between employee and supervisor, extra hours worked (defined, for purposes of this article, as flex hours), may be adjusted hour-for-

hour for time off within the employee's workweek. In general, overtime work shall be voluntary, except in the event of operational necessities.

Overtime work is compensated at the rate of one and one-half. It may be paid at one and one-half the employee's regular rate of pay, or it may be accumulated as Compensatory Time Off (CTO) at one and one-half hour for every hour worked. The employee must designate on their timecard every pay period if they should be paid overtime or have the time added to their CTO accruals (bank).

Once a year, CTO balances (minimum balance of 10 hours) will be completely paid off. This obligatory pay off of all CTO will occur on the first pay date in November. Upon separation from District employment, all accrued CTO will be paid in a lump sum in accordance with applicable law.

An employee who is required to work an extended shift of more than 11 hours may be granted the following day off providing the following day is a regularly scheduled workday. The employee may elect to use time worked on the previous day (flex hours), vacation (which is an exception to the ordinary notice requirement for vacation and is considered pre-approved for this purpose), compensatory time from the employees' accrued compensation time bank or he/she may elect to take approved leave without pay.

If an employee works four or more hours between midnight and 7:00 AM, of the next day, and if the employee goes home because he/she is too tired to work safely, the employee will be allowed to use sick leave, vacation (which is an exception to the ordinary notice requirement for vacation and is considered pre-approved for this purpose) or compensatory time off from the employees' accrued compensation time bank for the entire regularly scheduled shift that falls within an eight hour or nine or 10 hour period starting when the employee leaves the work site.

As a practice, no employee shall be allowed to work more than 16 hours in a 24-hour period, unless approved by a Duty officer, (during unanticipated shift) and a Supervisor, Department Manager, Division Director or the Safety & Risk Manager.

Unscheduled Night Work Premium. An employee, who is called back or works an unanticipated extended shift during the hours of 10:00 p.m. to 6:00 AM, will earn double-time pay (or compensatory time-off) for the time actually worked during the hours of 10 PM to 6:00AM. This premium may not be combined with Holiday Premium Pay as described in this article.

Overtime Meal Reimbursement. Employees required to work overtime will be eligible for a reimbursement of up to \$13 for meal expenses incurred as a result of overtime work after every six consecutive hours worked during an extended day or when called in on overtime assignment. For employees working an extended day, these six hours shall be

measured from the end of the employee's last meal period. If the assignment is completed after six hours, an employee will be reimbursed for actual meal expenses of up to \$13. This provision applies equally seven days a week. This reimbursement will occur on the next business day.

The District agrees to maintain its current scheduling practices, in that shifts, workdays and hours to which employees are assigned shall be stated on the departmental work schedule. Should it be necessary in the interest of efficient operations or for safety concerns to establish schedules departing from the normal workday or workweek, the District will give notice of such change to the individual as far in advance as is reasonably practical, but a minimum of 48 hours advance notice shall be required.

6.2.1 Overtime (Exempt Employees)

Overtime, standby, and out-of-class pay shall not apply to employees designated by the District as exempt (from the overtime provisions of the law) under the Fair Labor Standards Act (FLSA).

6.3 Merit Increases

Merit Increase is defined as "an advance from one step to a higher step within the existing salary range" (e.g., Step B to Step C) prior to the normal step advancement date. This type of increase can be granted to an employee because of outstanding job performance. Prior to receiving the merit increase, the employee must receive an Employee Performance Evaluation, approved by the General Manager, recommending the merit increase. When a merit increase is granted, it will not change the employee's in-grade starting date but the anniversary date for the next step increase shall be advanced to one year from the date of the merit increase. A merit increase allows an employee to advance through the steps within the salary range of his/her job description more rapidly, thus acknowledging the outstanding performance.

6.4 Promotions

A promotion is defined as an appointment to a classification with a higher range of pay, (e.g. Accountant to Senior Accountant). A promotion is separate and distinct from a reclassification. Prior to being promoted, the employee must receive an Employee Performance Evaluation, approved by the General Manager recommending the promotion. An employee may be promoted to any step within the job classification range depending on his/her experience and other qualifications. When an employee is promoted to a higher position, his/her in-grade starting date will change to the date of the promotion. If the employee is promoted to Step A of the new range, the employee will be eligible for the next salary increase in 12 months from the date of the promotion and yearly thereafter until the top step of the range has been achieved. If the employee is promoted to Step B or above on the

new range, the employee will be eligible for increases on a yearly basis from the date of the promotion until the top step of the range has been achieved.

6.5 Definition of Y-Rating

Y-rating is defined as a cap on an employee's salary/wages, with the employee ineligible for salary adjustments as described in Article 6.1.3. Any employee y-rated will remain y-rated until the salary range of the employee's position equals or exceeds his/her current rate of pay (through cost-of-living or other adjustments), or the employee promotes into a higher paid position. At the time the employee's salary range equals or exceeds his/her current rate of pay by promotion or other adjustment, the employee will be eligible for future salary adjustments.

6.6 Reclassification of Job Description

A Reclassification of Job Description is defined as an existing position that is rewritten to include expanded or reduced duties and responsibilities.

When an employee's present job description is rewritten to expand duties and responsibilities, it may be reclassified to a higher salary range. When this occurs, the in-grade starting date for the employee does not change. The position moves to the new salary range and the employee advances through the steps of the new range based on his/her existing in-grade starting date.

When an employee's present job description is rewritten to reduce duties and responsibilities, an incumbent employee shall remain at his/her current pay rate even if the current pay rate is in excess of the top step for the reduced classification. Employees whose positions are reduced as a result of a reclassification shall remain at their current pay rate until such time as that pay rate is met or exceeded by the rate of pay for the lower classification due to subsequent overall adjustments of all District salary ranges.

6.7 Lateral Position Transfer

A Lateral Position Transfer is defined as "an appointment to a position in the same range of pay". An employee may move from one position to a completely different position on the same salary range. If such a move is made, the in-grade starting date will change to the date of transfer. There is no change in salary in this type of position change.

6.8 Callback Pay

When, because of unanticipated work requirements, an employee is ordered to return to duty following the termination of his/her normal shift or workweek and after departure

from his/her work location, he/she shall receive a minimum payment equivalent to two hours of premium overtime pay.

6.9 Out-of-Class Pay

Employees temporarily assigned to a higher job classification for the convenience of the District are eligible to receive five percent above their regular rate of pay. It is agreed that the District retains the sole right to make out-of-class assignments.

An employee who is temporarily assigned to a higher job classification for the convenience of the District is eligible to receive five percent above his/her regular rate of pay beginning with the next scheduled day after completion of 80 consecutive hours of out of class work and continuing for the period such employee continues in the new assignment. An employee who receives a paid temporary assignment to a higher job classification for a period in excess of six consecutive calendar months, shall be assigned to the higher position (provided there is no incumbent in said higher job classification).

Employees enrolled in the District's Apprenticeship Training Program and employees who are classified as exempt in accordance with the requirements of the Fair Labor Standards Act (FLSA), shall not be entitled to out-of-class pay.

ARTICLE 7 - ATTENDANCE

7.1 Discretionary Leave of Absence

The General Manager, at his/her discretion, may grant a leave of absence to any employee who has exhausted all, or is ineligible for, protected leaves of absence (e.g. FMLA, CFRA, Pregnancy Disability Leave, Workers' Compensation leave, etc.). The grant of discretionary leave of absence by the General Manager shall be considered on a case-by-case basis. The decision to grant a discretionary leave of absence in one case shall not be precedent setting for any other request for discretionary leaves of absence. Any employee granted a discretionary leave of absence may be required to use his/her accumulated paid leave balances, if any, during the period of the leave.

7.2 Court Appearances

An employee required to appear in court on a matter wherein the Vista Irrigation District is named principal shall be paid his/her normal rate of pay for all time involved with said court appearance.

7.3 Jury Duty Leave

District employees ordered to serve on jury duty are entitled to regular pay for up to two weeks of jury duty leave per calendar year. Time served on jury duty leave is not chargeable to employee's accumulated vacation, sick leave, or compensatory time off and the fee received from the court for serving on jury duty shall be retained by the employee. Employees on jury duty may be absent on paid District jury duty leave for up to 80 hours of jury service per calendar year. (An extension beyond the two-week maximum of paid jury duty may be made by the General Manager when an employee is serving on a jury that extends beyond the anticipated maximum duration of the trial.) Jury service falling on a District holiday or on employee's regularly scheduled day off is not payable as jury duty.

During the period of jury duty service, employees are expected to report either to their assigned work at the District or to the court during working hours. For example, if an employee is required to report to court at 10:00 AM, he/she must report to work at the District at his/her regular starting time.

It is the responsibility of all employees on jury duty to advise their immediate supervisors of their jury schedule, which includes starting and ending times on a daily basis.

ARTICLE 8 - HOURS OF WORK

1. Work Day: The normal workday within a consecutive 24-hour period shall be eight consecutive hours of work (shift) exclusive of a lunch period.
2. Work Night: The normal work night within a consecutive 24-hour period shall be eight consecutive hours of work (shift) inclusive of a lunch period.
3. Workweek: The FLSA workweek for each employee shall begin exactly four hours after the start of the employee's shift on Friday and end exactly 168 hours later. The normal workweek shall begin at exactly four hours after the start of shift on Friday and shall consist of one-half workday followed by two consecutive days of rest followed by four and one-half consecutive workdays and end four hours after the start of the shift on the following Friday. The workweek for employees at Lake Henshaw shall begin exactly at the end of the normally scheduled shift on Friday and end exactly 168 hours later. Alternative FLSA workweeks may be authorized by the General Manager according to the needs of the District.
4. Employees are scheduled to work on regular work shifts (period of time in a workday), having regular and fixed starting and quitting times. Work schedules are made known to all employees.
5. Nothing in this section shall be construed to prevent the establishment of irregular

schedules (e.g., nine, ten, or other shifts in a workday). Such positions shall be designated by the General Manager, or his/her authorized representative. An irregular schedule is defined as one with starting and ending times/days and/or number of days worked that differ from those in Paragraphs (1) and (4) above.

6. Employees working approved alternate, (e.g., "9/80" [nine hours] shifts or "4/10"[ten hours] shift schedules) are required to maintain at least 8-hour balances of compensatory time off (CTO) and/or vacation. These balances will be used to complete holiday time off, since all District holidays are eight hours. Hours of holiday time off in excess of eight hours will be made up by deducting the applicable hours from the employee's own vacation, flex or CTO hours (except when holidays fall on eight-hour days for employees working 9/80 schedules).
7. Employees working approved alternate shifts in excess of eight hours with no CTO, vacation or flex hour balances revert to unpaid status during holidays. Employees on unpaid status for any period of a workday falling immediately before, during (including the ninth hour or tenth hours of) the holiday off, or immediately after a holiday, forfeit full holiday pay for the applicable holiday(s).
8. Employees working approved alternate shifts in excess of eight hours may designate the use of vacation for the time off in excess of eight hours that is necessary to complete the hours of a scheduled shift that falls on a District holiday. In the absence of a designation of vacation for this purpose, the hour(s) of holiday pay may be made up by CTO or the time taken first from flex time balances earned in that payroll week.

ARTICLE 9 - LAYOFF AND REEMPLOYMENT

9.1 Authorization

The General Manager may layoff, without prejudice, any employee because of lack of appropriate funds, curtailment or lack of work, or other reasons. Such layoff shall take effect five days after the receipt by the employee of a notice in writing of the proposed layoff action. The decision of the General Manager to lay off employees is not subject to appeal or is not subject to the grievance procedure.

9.2 Order of Layoff

Layoffs shall be by classification within each department. Within each classification, employees will be selected for layoff based on past performance and seniority.

When it becomes necessary because of lack of work, lack of funds or other reasons to reduce the number of employees within a given employee classification, the General

Manager or designee will prepare a layoff list in the following order:

1. Temporary employees.
2. Probationary employees serving an original probationary period.
3. Employees whose current overall performance evaluation does not meet expectations.
4. Regular employees.

The General Manager reserves the right to deviate from this order whenever circumstances warrant.

9.3 Return to Former Class

In the event of a layoff, employees who have been promoted during their service with the District may bump back to the highest paid lower classification in their career series which they formerly held, if there is an employee in the lower classification with less seniority than the laid off employee.

9.4 Seniority Defined

For purposes of this provision, seniority shall be defined as the number of months of paid service since the employee's most recent hire date with the District. Layoff and reemployment will not result in a break in paid service.

9.5 Benefits Upon Reemployment

Upon reemployment by the District, an employee will accrue vacation at the accrual rate applicable if the employee had not been laid off, i.e., the rate at which he/she was accruing at the time of his/her layoff.

Any sick leave balances not paid off upon layoff will be reinstated at the time of reemployment. An employee upon reemployment may have sick leave which was paid off at the time of layoff reinstated at the employees' option by refunding to the District the cost equivalent to the sick leave paid off.

Employees upon reemployment would be eligible for benefits as if they were a new hire unless otherwise provided for by insurance eligibility provisions or state/federal regulations.

9.6 Order of Reemployment

Employees on a layoff reemployment list shall have preference over new hires for one year following layoff. Employees on a layoff reemployment list, for one year following layoff, shall be offered reemployment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the employee to

perform the offered employment.

9.7 Notice of Reemployment

The District shall give the employee reasonable advanced notice of the opportunity for reemployment. Employees recalled to work shall return to work at the time specified by the District. Any laid off employee who refuses an offer of employment to the classification from which they were laid off or who fails to report to work shall be considered as having resigned.

ARTICLE 10 - WORK EQUIPMENT AND CLOTHING ALLOWANCES

10.1 Tools, Supplies and Equipment

The District provides all tools, supplies and equipment necessary for the performance of job functions and duties, without cost to the employee. The District will replace all tools and/or equipment stolen or broken, unless such theft or breakage is the result of the gross negligence of the employee.

10.2 Uniforms

The District pays 100 percent of cost of uniform rental up to a maximum of 11 sets of uniforms and a jacket (to be worn during District work only) for all employees who normally wear such in the course of their employment. Field employees may choose from a combination of pants, shorts, shirts and safety shirts (maximum of seven) that will make up the allotted 11 uniforms. The District will pay for the cost of cleaning jackets.

An employee is eligible for this benefit after completion of 30 days of his/her probationary period. In certain job descriptions, the District retains the right to require uniforms for the purpose of identification. The employee is responsible for 100 percent of costs for damages due to excessive wear and tear to the uniform and for lost and unreturned uniforms, based on the billing to the District by the uniform supplier. The District retains the right to select the uniform supplier.

Uniform rental cost is reported to Public Employee's Retirement System of the State of California (CalPERS) as special compensation for an employee required to wear a uniform and who is not a "new member" under the Public Employees' Pension Reform Act (PEPRA), even though the cost is absorbed by the District. The annual cost of uniforms is divided by the number of participating employees to determine the reportable amount and is reported to CalPERS pro-rata each pay period. Clothing reimbursement for employees at Lake Henshaw is reported to CalPERS as special compensation. For

employees hired after January 1, 2013, and who are defined as “new members” under PEPR, uniform rental (and clothing reimbursement) is not pensionable compensation and not reported to CalPERS as special compensation.

10.3 Safety Shoes

The District will reimburse designated eligible employees for safety shoes in an amount not to exceed \$180 per pair. Employees will provide paid receipts documenting the expenditure prior to reimbursement. The Safety and Risk Manager will determine who is a designated eligible employee. Safety shoes provided must meet the ASTM F24 12 AND F24 13 safety standards.

It is expected that all designated employees will wear their safety shoes while on the job. The Safety and Risk Manager will inspect the condition of employees' safety shoes from time to time and require that employees replace the shoes should the condition of the shoes deem it necessary. Failure to replace worn out safety shoes may result in disciplinary action. Failure to have the safety shoes on will result in being sent home without pay to get the shoes. In the case of repeated offense, suspension may result. It is grounds for suspension or dismissal if an employee receives a toe injury and does not have his/her safety shoes on.

10.4 Prescription Safety Glasses

Employees prescribed to wear glasses with corrective lenses shall wear Prescription Safety Glasses when work conditions warrant the use of protective safety eyewear. In accordance with Cal/OSHA's General Industry Safety Orders section 3382 these work conditions include job functions that may cause punctures, abrasions, contusions, or bumps as a result of contact with flying particles. Employees who work with hazardous substances or injurious light rays are also included. Prescription safety glasses must comply with the ANSI Z87.1 safety standards.

Upon approval from the Safety and Risk Manager, the District will reimburse up to the amount of \$200 for new or replacement safety eyewear every two years. This amount includes frames, lenses, and side shields, the dispensing fee and applicable sales tax. Employees seeking reimbursement must provide a receipt reflecting the purchase of safety eyewear that complies with the ANSI Z87.1 safety standards. Reimbursement will only be provided at the actual cost to the employee for the safety eyewear up to \$200 in a two-year period. Care and maintenance of the prescription safety glasses are the responsibility of the employee. Lost or damaged prescription safety glasses are to be replaced at the employee's expense.

ARTICLE 11 - BENEFITS

11.1 Leave Programs

11.1.1 Vacation

All regular employees shall earn leave, and have it accrued for each hour of service or while absent for District holidays or on paid District Leave (i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury, military and court leave) not including paid leave required by state or federal law, with the exception of California's Healthy Workspaces, Healthy Families Act of 2014, as amended (leave accrual and the following calculations are based upon regular scheduled hours of work, not to exceed 40 hours per payroll week):

- Commencing with the date of employment through the first five years, 120 hours are accrued per year (accrued at the rate of 0.0577 hours per paid hour of service or leave).
- Commencing with the sixth year, up through and including the tenth year, 160 hours are accrued per year (accrued at the rate of 0.0770 hours per paid hour of service or leave).
- Commencing with the eleventh year, up through and including the fifteenth year, 200 hours per year are accrued (accrued at the rate of 0.0962 hours per paid hour of service or leave).
- Commencing with the sixteenth year, the following hours will be accrued:

<u>Years</u>	<u>Hours Accrued</u>
16	208 (0.1000 hours/paid hour)
17	216 (0.1039 hours/paid hour)
18	224 (0.10770 hours/paid hour)
19	232 (0.1116 hours/paid hour)
20	240 (0.1154 hours/paid hour)

An employee may make an irrevocable request for payment in lieu of vacation time under the following conditions:

1. Employee has already taken one consecutive week of vacation and/or compensatory time off during the last 12 months from January through December; this week may include a regular Blue or Green Friday off. However, if this qualifying week includes a holiday(s), an additional

consecutive day(s) of vacation must be taken.

2. A request is irrevocable. A completed request shall state the number of hours to be paid in lieu of vacation. At least 80 hours of accrued vacation time shall remain on the books after payoff; and
3. The irrevocable request shall occur annually, in December. The request shall specify the number of previously accrued leave hours requested in the form of pay. Payments will be made during the month of February of the year following the irrevocable request for payment in lieu of vacation time.

Employee may choose to roll the entire balance into their 457 deferred compensation account (e.g. 457 Plan) subject to federal 457 deferred compensation annual contribution limits. Payment amounts cannot be split between a 457 deferred compensation account and cash.

4. An employee stops accruing vacation when his/her accrual/ accumulation reaches 480 hours.

An employee who fails to return to duty at the time specified on the leave request form shall be considered to have resigned from the service in the absence of extenuating circumstances.

Vacation requests shall be administered in accordance with District policy (which ordinarily requires two weeks written notice on the proper form). Vacation (or compensatory time off) requests for Fridays off made by employees working flexible "9/80" schedules are unduly disruptive to District operations due to reduced staffing levels on Friday. Exceptions can be made for vacations of at least one full calendar week (including the requested Friday off), and in other very limited circumstances. Such requests require advance review and approval of the supervisor and department manager in order to assure sufficient staffing on Fridays.

11.1.2 Resignations and Separation from District Service

Resignations or other notices of an employee's intent to leave District service (such as retirement notices) are considered final decisions after District acceptance and may not be rescinded without the written permission of the General Manager. Employees who resign or otherwise separate from District service are not eligible to take leave at the conclusion of District service (terminal leave), except in the case of approved family and medical leave granted in accordance with state or federal law, or for an approved sick leave absence. Employees who are otherwise absent at the conclusion of District service will have their paid leave approval revoked and be placed upon

leave without pay back to the date of their last workday.

11.1.3 Hiring of Former Employees

It shall be the policy of the District to not rehire former District employees. The General Manager may grant exemptions to this policy if s/he deems that it is in the District's best interest to rehire a former employee. This hiring restriction does not apply to retired employees who may be rehired in accordance with PERS regulations to work no more than 960 hours in any fiscal year. All rehired employees will be granted credit for prior service for all purposes (vacation, sick leave, layoff, etc.) if their break in service was for six months or less. Rehired employees with a break in service in excess of six months will be treated as a new hire for all such purposes.

11.1.4 Paid Sick Leave

Sick leave is an employee benefit regarded as a measure of protection against temporary disability. All payments for sick leave shall be made at the employee's current rate of pay. Sick leave for employees accumulates at the rate of 56 hours per year (accrued at the rate of 0.0270 hours per hour of service or paid District leave [i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury duty, military leave and court leave] but not to exceed 40 hours per payroll week). Each request for sick leave shall be set forth on a leave request form. A doctor's verification or other satisfactory evidence demonstrating the employee's incapacity or necessity to be absent may be required by the General Manager.

In the event the employee has no accrued sick leave, accrued compensatory time may be used and then accrued vacation for authorized sick leave.

Upon termination of employment for other than disciplinary reasons, and with a minimum of two weeks' notice of termination (unless such notice requirement is waived by the General Manager) an employee will receive payment equal to 25 percent of sick leave hours accumulated to date of termination. An employee terminated by the District for cause shall not receive payment for their accrued sick leave. Upon retirement, an employee will receive payment equivalent to 50 percent of the accumulated hours of sick leave and have the remaining hours credited to CalPERS for service credit. Upon retirement, with 20 years or more of service with the District, an employee will receive payment equivalent to 75 percent of the accumulated hours of sick leave and have the remaining hours credited to CalPERS for service credit. For purposes of this paragraph, payment shall include depositing funds into the deferred compensation account.

Before the first pay period in November, any employee who has accrued in excess of 1,000 hours sick leave will be paid 100 percent of the excess hours during November. The sale of available qualifying hours shall occur annually during

November. The employee's sick leave account will be reduced to 1,000 hours at that time.

Use of paid sick leave is permitted due to: (1) the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee; (2) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member; and (3) for an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).

"Family member" is defined as a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis without regard to age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or the person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

11.2 Insurance

11.2.1 Introduction

If during the term of this agreement it becomes necessary, as determined by the District, to replace one of the medical, dental, vision insurance plans or any other such insurance coverages provided by the District, the District shall make reasonable efforts to provide replacement coverage that is as similar as possible to the coverage that is replaced. The District shall retain complete discretion.

Employee's annual contribution (on a pro rata basis) through payroll deduction for medical/dental/eye coverage will be as follows beginning with the first pay period of January 2025 and continue for the term of this agreement:

HMO/PPO 1	(Employee only)	\$450 per year.
HMO/PPO 2	(Employee plus one)	\$900 per year.
HMO/PPO 3	(Family)	\$1,200 per year.

All employees will be required to participate in the District provided health care and they will not be allowed to "opt out" of the program or receive cash in lieu thereof.

11.2.2 Health Insurance

Active Employees

The District will provide health insurance coverage that will attempt to include HMO and/or PPO options. The District provides medical insurance coverage for

each employee and his/her eligible spouse and eligible dependents. For purposes of this article, domestic partners, if registered with the state as domestic partners (as defined under section 297 and 299.2 of the California Family code) have the same coverage as spouses to the extent required by law.

Retired Employees

The District will offer medical health insurance coverage to eligible retiring employees and their eligible spouses based on the following criteria and conditions:

1. Eligibility is limited to employees who retire from the District on or after January 1, 2006, after they reach the minimum age of 50. Retiree medical health insurance coverage will only be offered to all active employees of the District as of December 31, 2011. Retiree medical health insurance coverage will not be offered to employees hired on or after January 1, 2012.
2. Upon retirement, the retiree must have completed 15 years of service with the District.
3. An employee who retires from District service and meets the criteria in Sections 1 and 2 shall receive up to 15 years of District-provided retiree health coverage.
4. The years of coverage provided may be split between the retiree and the retiree's eligible spouse if any.
5. The maximum number of years of eligibility for coverage for a retiree may not exceed 10 years. The number of years of coverage for the spouse may not exceed the number of years of coverage for the retiree.
6. The District will provide coverage in a Retiree Health Insurance Plan (RHIP) that is similar to the health plans available to active employees or in a comparably priced alternative provider. If, for any reason, the District's contract for health insurance plan is terminated during the life of this Memorandum of Agreement, the District will make all reasonable efforts to secure a replacement plan for retirees with both coverage and premium costs similar to the insurance available to active employees. It cannot be guaranteed that such coverage will, under those circumstances, be made available.
7. If permitted by the RHIP provider, retirees may select cash reimbursement in lieu of participation in the District's RHIP. This option

will be made available to retirees moving to a service area outside of the coverage of the RHIP. District reimbursement will be limited to the actual cost of the alternative health insurance, but not to exceed the cost of the retiree (and spouse, if applicable) that would be paid if the retiree was a participant in the RHIP.

8. In order to participate in the RHIP, the retiree must have completed a minimum of 15 years of service with the District, with a CalPERS retirement date no more than 120 days beyond the date of separation from District service and have uninterrupted health insurance coverage that is acceptable to the retiree health provider.
9. It is mandatory that both retirees and their eligible spouses enroll in Medicare Parts A and B as they become age eligible. In addition, retirees and spouses who reach Medicare Age and have remaining eligibility for District-provided coverage must select the RHIP coverage (or alternative health plan through the reimbursement option) designed to coordinate/supplement Medicare.
10. An eligible spouse for the purposes of retiree medical coverage is defined as a spouse who is married to (or is a registered domestic partner of the employee/retiree) as of one year prior to the date of his/her retirement and continuously thereafter.
11. Participation the RHIP begins at retirement and remains in effect continuously until eligibility is exhausted. No period of hiatus from participation is permitted and any unused eligibility reverts to the District, except for continuation of spousal benefits as described in Section 12 below.
12. At time of retirement, retirees must make a written one-time irrevocable decision on how their available years of District provided medical coverage will be apportioned between the retiree and the spouse. Allocated coverage for a spouse may not exceed the term of retiree medical coverage for the retiree. (District-paid coverage for a retiree may not exceed 10 years, as described in Section 5). In the event of a retiree's death, any remaining allocation for the spouse will continue to be provided by the District but will terminate upon remarriage. A divorced spouse (or former domestic partner) will not be eligible for any District provided health benefits or for continuation of coverage under the RHIP.
13. Medical insurance coverage under the retiree health plan will be made available to eligible dependents at the retiree's expense if the dependents

live within the service areas defined by the plan provider and if dependents are accepted by the plan provider.

14. If permitted by law and by the retiree health plan, a retiree or spouse (and eligible dependents) may continue medical coverage at the conclusion of the District-provided coverage term by paying the District the full cost of the applicable premium in advance. Failure to submit payment prior to the premium due date may result in cancellation of coverage for retirees, spouses, and/or dependents. Dependents may not continue coverage under the retiree health plan if the retiree and spouse are no longer eligible for continuation of coverage.

11.2.3 Dental Insurance

The District provides for each employee and all eligible dependents dental insurance to include orthodontics benefits.

11.2.4 Vision Care Insurance

The District provides a vision care plan for each employee and all eligible dependents.

11.2.5 Disability Insurance

The District provides a policy for short and long-term disability, which becomes effective 30 days after occurrence of disability.

11.2.6 State Disability Insurance

The District participates in the State Disability Insurance Program (CASDI), which will be paid for by payroll deduction of the employee's salary up to the maximum base per year as established by the State of California. Employees may coordinate the use of their accrued leave balances (vacation, compensatory time and sick leave) to supplement CASDI, up to, but not to exceed, the employee's basic wage rate.

11.2.7 Unemployment Insurance

The District provides Unemployment Insurance.

11.2.8 Life Insurance

The District provides a life insurance policy for each employee equal to two year's salary.

11.3 Holidays

The District will grant 13 holidays during each year as follows:

HOLIDAY

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

In addition, holidays include special holidays proclaimed by the President of the United States or the Governor of the State of California in the event that the General Manager determined that other agencies, including the City of Vista and County of San Diego, are observing such holidays. Holidays that fall on a Sunday are observed on the following Monday, and holidays falling on a Saturday are observed on the preceding Friday. If a recognized holiday falls during an employee's vacation, it is paid as such and not charged as a day of vacation. If a recognized holiday falls during an employee's regularly scheduled day off (alternative schedules) employees shall accrue eight hours of vacation.

Holiday Premium Pay

An employee required to work on Thanksgiving, Christmas Day (December 25), or New Year's (January 1), will be entitled to double-time pay for all hours actually worked. Holiday Premium Pay cannot be combined with the Unscheduled Night Work Premium.

11.4 Pension Plan

The District is a member of the Public Employee's Retirement System of the State of California (PERS). Membership of employees (other than temporary and part-time) is compulsory. Effective January 1, 2012, and continuously thereafter, employees will contribute the full employee member contribution established by law via payroll deduction into the Public Employees' Retirement System to be credited to the employee's account.

The pension plan for employees hired prior to January 1, 2012, will include the following provisions:

1. 3%@ 60 Formula for local miscellaneous members.
2. One-year final compensation (12 highest paid consecutive months).
3. Full Formula plus social security.
4. Post-retirement survivor allowance.
5. Credit for unused sick leave.
6. Employee contribution rate of 4.5%.

The pension plan will include the following provision for all employees hired after January 1, 2012, and prior to January 1, 2013:

1. 2%@ 60 Formula for local miscellaneous members.
2. Three-year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent.
4. The District has not and will not contract for any contract enhancements for this pension formula.

The pension plan will include the following provisions for all employees hired on or after January 1, 2013, pursuant to the Public Employees' Pension Reform Act of 2013 (PEPRA):

New (CalPERS) Members:

1. 2%@ 62 Formula for local miscellaneous members.
2. Three-year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of one-half the normal cost.
4. The District has not and will not contract for any contract enhancements for this pension formula.

Classic Members (employees who are already members of CalPERS):

1. 2%@ 60 Formula for local miscellaneous members.
2. Three-year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent.
4. The District has not and will not contract for any contract enhancements for this pension formula.

11.5 Bereavement Leave

District employees are eligible to receive the time necessary, not to exceed five days, to be absent from duty because of the verified death of the employee's parents, grandparents,

stepparents, parents-in-law, siblings, spouse, (including registered domestic partners) children, stepchildren, grandchildren or step grandchildren or a qualified domestic partner. Upon the employees' request, and with prior approval of the District, an employee shall use the necessary portion of his/her available sick leave, compensatory time off, or vacation for the purpose of supplementing bereavement leave.

Employees who have been employed by the District for at least 30 days are entitled to take up to five days of unpaid reproductive loss leave following a “Reproductive Loss Event”, as defined in California Government Code Section 12945.6.

11.6 Military Leave

The District complies with the State of California practice of paying regular salary during military leave up to 30 days per fiscal year where appropriate under the Military and Veterans Code. The District follows both the state and federal law regarding military leave.

11.7 Rest Periods

All District employees are entitled to two 15-minute rest periods in each scheduled workday. Each four hours of work time shall include a 15-minute rest period. Rest periods shall be taken on the day that they are earned, and they shall not be combined or accumulated. Rest periods will ordinarily be granted at mid-morning or mid-afternoon when work-load permits, or at times comparable to mid-morning and mid-afternoon during evening and night shifts.

11.8 Employee Assistance Program

Vista Irrigation District provides professional consultation and referral services to employees experiencing behavioral, medical or emotional problems that may impair job performance. The purpose of this service is to help employees deal with problems, which may affect job performance. Typical examples of the types of problems handled are alcohol abuse, drug abuse, family or marital discord, nervous or emotional disorders.

This service is available to all employees and member of their immediate families for private consultation. If an employee desires private consultations, he/she will be required to use sick leave or vacation time under the rules governing these types of leave. The District can require referral because of job performance. In this case, the employee will be given time during his/her regular working hours to attend the consultation.

Employees are assured that their present jobs and future opportunities will not be jeopardized solely as a consequence of their participation in this program, and any and all information regarding this matter will be held in strict confidence. The need for

satisfactory job performance continues while participating in the program and continued unsatisfactory job performance may result in disciplinary action or termination.

11.9 Fenced Parking

The District will provide fenced parking for all employees.

ARTICLE 12 - APPRENTICESHIP TRAINING PROGRAM

The General Manager may establish Apprenticeship Training Programs for various positions within the District. Announcement containing the job definition, areas of instruction, eligibility standards, selection process, and length of each program shall be posted prior to start of each program. The length of each program, as determined by the General Manager, will vary according to the number of non-consecutive workdays required to learn or train for each position. All candidates selected for each program will receive his/her normal rate of pay and shall not be eligible for out-of-class pay during the training period.

ARTICLE 13 - PROBATIONARY EMPLOYEES

There is a probationary period for all employees hired by the Vista Irrigation District and for all District employees who are promoted or reclassified (with the exception of those who are reclassified within the same pay band and grade [e.g., A-1-1 through A-1-4, or B-2-1 through B- 2-5]). Employees complete the probation period after working 2,080 hours, exclusive of overtime and no period of absence, light duty, or modified duty due to illness or injury, counts toward the completion of this probationary period. Any employee may be terminated at any time during this period and such termination is not subject to the grievance procedure or any appeal outlined in this Memorandum of Agreement. Regular employees who have previously passed a probation period, are subsequently promoted, and then are unsuccessful in completing the probation period (or if they are "bumped" from their promotional position by another employee with greater rights [see "Order of Layoff"]) will be returned to their previous position, if that position and classification still exist. If their previous position does not exist, the employee may be subject to layoff.

If an employee is hired to fill a position other than a temporary or part-time position, he/she will become eligible for certain benefits based on the individual contracts with the District. These are: the first of the month following hire for health insurance, vision care insurance, life insurance, long-term disability coverage, and dental insurance.

ARTICLE 14 - PROVISIONS OF LAW

This Resolution is subject to all current and future applicable federal, state and local laws. If any part or provision of the Resolution is in conflict or inconsistent with such applicable provisions of federal, state

or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Resolution shall not be affected thereby.

ARTICLE 15 - AUTHORIZED AGENT FOR DISTRICT

For the purpose of administering the terms and provisions of this Resolution:

District's principal authorized agent shall be the General Manager or duly authorized representative:

General Manager
Vista Irrigation District 1391 Engineer Street
Vista, California 92081
(760) 597-3100
FAX (760) 598-8757

EXHIBIT B

OF

RESOLUTION NO. 2024-XX

OF THE BOARD OF DIRECTORS

OF VISTA IRRIGATION DISTRICT

ESTABLISHING SALARIES, BENEFITS AND OTHER

TERMS AND CONDITIONS OF EMPLOYMENT

FOR JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

FOR

SUPERVISORS, MANAGERS AND EXECUTIVE MANAGERS

OF VISTA IRRIGATION DISTRICT

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RESOLUTION

Whenever the masculine or feminine form of any word is used in this Resolution it includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 1 - AT-WILL STATUS

All Supervisors, Managers and Executive Managers serve at the pleasure of the General Manager. Such Employees may be terminated at any time without cause with or without prior notice, and without any right of appeal, at the option of the General Manager. Nothing contained in any application, or conveyed during any interview or meeting between employees filling these positions and District personnel is intended to or actually creates a property interest in the job or an employment contract with the District. Any promises or representations contrary to the at- will status of employees are not binding on the District unless made in writing and signed by the employee and the General Manager or adopted by the Board of Directors as a resolution specifically granting employees that status.

ARTICLE 2 - TERM

The terms set forth herein shall be effective on January 1, 2025 at 12:01 a.m. this Resolution is for a period of three years and shall terminate at 11:59 p.m. on December 31, 2027 except that it shall continue from year to year thereafter, unless the Board of Directors determines to amend it by Resolution.

ARTICLE 3 - NON-DISCRIMINATION

The provisions of this Resolution shall be applied equally to employees covered herein without favor or discrimination because of race, ethnicity, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, pregnancy, sexual orientation or any other classification, which becomes protected by state or federal discrimination law.

ARTICLE 4 - ACCESS TO PERSONNEL FILES

Employees may inspect the contents of their own personnel file except for all material obtained from references, other employers and agencies at the time that the employee was hired. An employee shall be entitled to read any statement written by the employee's supervisor or manager, on his/her work performance or conduct if such statement is to be filed prior to its placement in the personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor will sign, noting the refusal of the employee to sign.

ARTICLE 5 - PRECEDENCE OVER OTHER RULES

This Resolution takes precedence over any other articles, policies, procedures, and/or practices that conflict with the absolute condition of employment as being at-will and serving at the pleasure of the General Manager.

ARTICLE 6 - DISCIPLINE

As previously noted, employment may be terminated by the employee or at the will of the General Manager, at any time with or without cause and without following any system of discipline or warnings. Nevertheless, the District may choose to exercise its discretion to utilize forms of discipline that are less severe than termination in certain cases. Examples of disciplinary action include written reprimand, suspensions, or discharge. The District will upon request of the employee, furnish him/her with copies of any such document. The District may also terminate the employment relationship at any time without following any particular steps whenever it determines, at the discretion of the General Manager, that such action should occur. Employees are excluded from any due-process protection provided in the District's Discipline Policy and they are not covered by any District policy providing for pre-disciplinary or post disciplinary hearings or reviews. This resolution takes precedence in any conflict between this document and any District Policy.

ARTICLE 7 - PAY

7.1 Salaries

7.1.1 Salaries Range Adjustments Effective for Calendar Years 2025 through 2027

1. **2025:** For the first year of this contract, effective with the pay period that includes January 1, 2025, salary ranges will be increased by the San Diego Consumer Price index for all Urban Consumers (CPI-U) as of June 30, 2024 (3.48%) plus 2.52% for a total of six percent.
2. **2026:** For the second year of this contract, effective with the pay period that includes January 1, 2026, salary ranges will be adjusted by the San Diego CPI-U for the 12-month period ending June 30, 2025 plus two percent.
3. **2027:** For the third year of this contract, effective with the pay period that includes January 1, 2027, salary ranges will be adjusted by the San Diego CPI-U for the 12-month period ending June 30, 2026 plus two percent.

Employees that are terminating or retiring at the end of the calendar year, wherein the last pay period extends into the new calendar year will not be afforded the benefit of the salary adjustment effective as of January 1 of the new calendar year.

7.1.2 Salary Range-Step System

A system of salary ranges with five steps has been established for Supervisors, Managers and Executive Managers. A newly hired employee covered under this Article, unless given credit for specific prior experience, will begin at Step A of the salary range assigned to his/her job description. At 12 months, he/she is eligible to move to Step B, at 24 months to Step C, at 36 months to Step D, and at 48 months to Step E. Prior to advancing to the next step, the employee must receive an Employee Performance Feedback, approved by the General Manager, recommending advancement to the next step.

An employee not recommended for advancement will remain at his/her present step. If such an employee is subsequently advanced to the next step, his/her date for eligibility to the next higher step shall be 12 months from the date he/she entered his/her new step (e.g., employee on Step B is not recommended to Step C; however, he/she improved his/her performance and is subsequently advanced to Step C. His/her eligibility date for advancement to Step D shall be 12 months from the date he/she entered Step C. The 12 months required to advance to the next step shall include time on active duty not including unpaid leaves of absences (e.g. Family Medical Leave Act [FMLA], California Family Rights Act [CFRA], or workers' compensation, etc.). Vacation, sick and holiday leave are considered time worked for this purpose.

7.1.3 Deferred Compensation Pay

The District will provide Supervisors additional compensation in the form of Supervisory Employee's Deferred Compensation Pay. The District will provide additional compensation to match, on a dollar per dollar basis, each supervisory employee's contributions to deferred compensation up to an amount equivalent to one and a half percent of the supervisor's bi-weekly earnings (not to include additional allowances, compensation or payouts). District deferred compensation match shall be administered in accordance with procedures established and approved by the General Manager. It is the District's intent to establish a procedure that matches deferred compensation at the same time as the employee makes the contribution, or within one pay period of employee's contribution. Deferred compensation match shall be considered an employee contribution for determining annual maximum contributions and shall be subject to all applicable laws.

The District will provide Managers additional compensation in the form of Manager's Deferred Compensation Pay. The District will provide additional compensation to match, on a dollar per dollar basis, each Manager's contributions to deferred compensation up to an amount equivalent to two percent of the manager's bi-weekly earnings (not to include additional allowances, compensation or payouts). District deferred compensation match shall be administered in

accordance with procedures established and approved by the General Manager. It is the District's intent to establish a procedure that matches deferred compensation at the same time as the employee makes the contribution, or within one pay period of employee's contribution. Deferred compensation match shall be considered an employee contribution for determining annual maximum contributions and shall be subject to all applicable laws.

The District will provide Executive Managers additional compensation in the form of Executive Deferred Compensation Pay. The District will provide additional compensation to match, on a dollar per dollar basis, each executive manager's contributions to deferred compensation up to an amount equivalent to four percent of the executive manager's bi-weekly earnings (not to include additional allowances, compensation or payouts). District deferred compensation match shall be administered in accordance with procedures established and approved by the General Manager. It is the District's intent to establish a procedure that matches deferred compensation at the same time as the employee makes the contribution, or within one pay period of employee's contribution. Deferred compensation match shall be considered an employee contribution for determining annual maximum contributions and shall be subject to all applicable laws.

Effective January 2027, the District will provide Supervisor, Managers and Executive Managers subject to the 2% @ 60 or 2%@ at 62 pension formulas a maximum match of \$1,000 each year in addition to the compensation matches previously noted in this subsection; this match is applied each pay period prior to the initiation of the percentage matches previously described. Employees must have contributed matching funds during the calendar year and must have achieved one year of employment with the District to be eligible. This match shall be earned equally over the standard pay periods of the year.

7.1.4 Smart Phone Allowance

Supervisors, Managers and Executive Managers are eligible to receive a monthly phone allowance of \$80. This allowance is to reimburse for the use of a "Smart Phone" in the course of work duties for the District and in lieu of receiving a District cellular phone or "Smart Phone".

7.1.5 Overtime (Exempt Employees)

Supervisors, Managers and Executive Managers are designated by the District as exempt under the Fair Labor Standards Act. The salary takes into consideration that these employees may be required to work longer hours than non-exempt employees. As such, exempt employees are not eligible for any premium pay in addition to base salary, such as out-of-class, standby, or call-back pay.

7.1.6 Merit Increases

Merit Increase is defined as "an advance from one step to a higher step within the existing salary range" (e.g., Step B to Step C) prior to the normal step advancement date. Merit Increase is limited to Steps B through E only. This type of increase can be granted to an employee because of outstanding job performance. Prior to receiving the merit increase, the employee must receive an Employee Performance Feedback, approved by the General Manager, recommending the merit increase. When a merit increase is granted, it will not change the employee's in-grade starting date but the anniversary date for the next step increase shall be advanced to one year from the date of the merit increase. A merit increase allows an employee to advance through the steps within the salary range of his/her job description more rapidly, thus acknowledging the outstanding performance.

7.1.7 Promotions

A promotion is defined as an appointment to a classification with a higher range of pay, (e.g. Senior Construction Worker to Construction Supervisor). A promotion is separate and distinct from a reclassification. Prior to being promoted, the employee must receive an Employee Performance Feedback, approved by the General Manager recommending the promotion. An employee may be promoted to any step within the job classification range depending on his/her experience and other qualifications. When an employee is promoted to a higher position, his/her in-grade starting date will change to the date of the promotion. If the employee is promoted to Step A of the new range, the employee will be eligible for the next salary increase in 12 months from the date of the promotion and yearly thereafter until the top step of the range has been achieved. If the employee is promoted to Step B or above on the new range, the employee will be eligible for increases on a yearly basis from the date of the promotion until the top step of the range has been achieved.

7.1.8 Lateral Position Transfer

A Lateral Position Transfer is defined as "an appointment to a position in the same range of pay". An employee may move from one position to a completely different position on the same salary range. If such a move is made, the in-grade starting date will change to the date of transfer. There is no change in salary in this type of position change.

7.1.9 Promotion and Reclassification

Employees covered by this Article, if promoted, demoted or if their present position is reclassified at the discretion of the General Manager, then their base salary shall be increased or decreased to an amount which in the sole discretion of the General Manager is commensurate with their new position.

7.1.10 Definition of Y-Rating

Y-rating is defined as a cap on an employee's salary/wages with the employee ineligible for salary adjustments as described in Article 7.1. Any employee y-rated will remain y-rated until the salary range for the employee's position equals or exceeds his/her current rate of pay (through cost-of-living or other adjustments), or the employee promotes into a higher paid position. At the time the employee's salary range equals or exceeds his/her current rate of pay by promotion or other adjustment, the employee will be eligible for future salary adjustments.

ARTICLE 8 - ATTENDANCE

8.1 Discretionary Leave of Absence

The General Manager, at his/her discretion, may grant a leave of absence to any employee who has exhausted all, or is ineligible for, protected leaves of absence (e.g. FMLA/CFRA, Pregnancy Disability Leave, Workers' Compensation leave, etc.). The grant of discretionary leave of absence by the General Manager shall be considered on a case-by-case basis. The decision to grant discretionary leave of absence in one case shall not be precedent setting for any other request for discretionary leaves of absence. Any employee granted a discretionary leave of absence may be required to use his/her accumulated paid leave balances, if any, during the period of the leave.

8.2 Court Appearances

An employee required to appear in court on a matter wherein the Vista Irrigation District is named principal shall be paid his/her normal rate of pay for all time involved with said court appearance.

8.3 Jury Duty Leave

Overtime-exempt employees ordered to serve on jury duty are entitled to receive their salaries and may be released from their daytime work schedule for up to two workweeks of jury duty leave per calendar year. Time served on jury duty leave is not chargeable to employee's accumulated vacation, sick leave, or executive leave and the fee received from the court for serving on jury duty shall be retained by the employee. (An extension beyond the two workweeks maximum of paid jury duty may be made by the General Manager when an employee is serving on a jury that extends beyond the anticipated maximum duration of the trial.)

ARTICLE 9 - HOURS OF WORK

1. Work Day: The normal workday within a consecutive 24-hour period shall be eight consecutive hours of work (shift) exclusive of a lunch period.
2. Work Night: The normal work night within a consecutive 24-hour period shall be eight consecutive hours of work (shift) inclusive of a lunch period.
3. Workweek: The Fair Labor Standards Act (FLSA) workweek for each employee shall begin exactly four hours after the start of the employee's shift on Friday and end exactly 168 hours later. The normal workweek schedule shall begin at exactly four hours after the start of employee's shift on Friday and shall consist of one-half workday followed by two consecutive days of rest followed by four and one-half consecutive work days and end four hours after the start of the shift on the following Friday. The workweek for employees at Lake Henshaw shall begin exactly at the end of the normally scheduled shift on Friday and end exactly 168 hours later. Alternative FLSA workweeks may be authorized by the General Manager according to the needs of the District.
4. Employees are scheduled to work on regular work shifts (period of time in a workday), having regular and fixed starting and quitting times. Work schedules are made known to all employees.
5. Nothing in this section shall be construed to prevent the establishment of irregular schedules (e.g., nine, ten, or other shifts in a workday). Such positions shall be designated by the General Manager, or his/her authorized representative. An irregular schedule is defined as one with starting and ending times/days and/or number of days worked that differ from those in Paragraphs (1) and (4) above.

ARTICLE 10 - WORK EQUIPMENT AND CLOTHING ALLOWANCES

10.1 Tools, Supplies and Equipment

The District provides all tools, supplies and equipment necessary for the performance of job functions and duties, without cost to the employee, except for mechanics employed by the District who shall provide their own tools. The District will replace all tools stolen or broken, unless such theft or breakage is the result of the gross negligence of the employee.

10.2 Clothing Allowance

10.2.1 Uniforms

The District pays 100 percent of cost of uniform rental up to a maximum of 11 sets of uniforms and a jacket (to be worn during District work only) for all employees who normally wear such in the course of their employment. Field employees may choose from a combination of pants, shorts, shirts and safety shirts (maximum of seven) that will make up the allotted 11 uniforms. The District will pay for the cost of cleaning jackets.

An employee is eligible for this benefit after completion of 30 days of his/her probationary period. In certain job descriptions, the District retains the right to require uniforms for the purpose of identification. The employee is responsible for 100 percent of costs for damages due to excessive wear and tear to the uniform and for lost and unreturned uniforms, based on the billing to the District by the uniform supplier. The District retains the right to select the uniform supplier.

Employees regularly assigned to work at Lake Henshaw shall receive a lump sum clothing reimbursement up to a maximum of \$300 per calendar year. A single request including paid receipts shall be submitted between November 1 and December 31 of each year. The District will comply with the applicable Internal Revenue Service regulations regarding reporting the clothing reimbursement as taxable income.

Uniform rental cost is reported to Public Employee's Retirement System of the State of California (CalPERS) as special compensation for an employee required to wear a uniform and who is not a "new member" under the Public Employees' Pension Reform Act (PEPRA), even though the cost is absorbed by the District. The annual cost of uniforms is divided by the number of participating employees to determine the reportable amount and is reported to CalPERS pro-rata each pay period. Clothing reimbursement for employees at Lake Henshaw is reported to CalPERS as special compensation. For employees hired after January 1, 2013, and who are defined as "new members" under PEPRA, uniform rental (and clothing reimbursement) is not pensionable compensation and not reported to CalPERS as special compensation.

10.2.2 Work Gloves

The District will furnish work gloves to all field personnel. When the gloves wear out, they must be turned into the Inventory Control Clerk in order for a new pair to be issued at no cost to the employee. If the old gloves are not turned in, a new pair will not be issued.

10.2.3 Safety Shoes

The District will reimburse designated eligible employees for safety shoes in an amount not to exceed \$180 per pair. Employees will provide paid receipts documenting the expenditure prior to reimbursement. The Safety and Risk Manager will determine who is a designated eligible employee. Shoes provided must meet the ASTM F2412 and F2413 safety standards.

It is expected that all designated employees will wear their safety shoes while on the job. The Safety and Risk Manager will inspect the condition of employees' safety shoes from time to time and require that employees replace the shoes should the condition of the shoes deem it necessary.

10.3 Prescription Safety Glasses

Employees prescribed to wear glasses with corrective lenses shall wear Prescription Safety Glasses when work conditions warrant the use of protective safety eyewear. In accordance with Cal/OSHA's General Industry Safety Orders section 3382, these work conditions include job functions that may cause punctures, abrasions, contusions, or burns because of contact with flying particles. Employees who work with hazardous substances or injurious light rays are also included. Prescription safety glasses must comply with the ANSI Z87.1 safety standards.

Upon approval from the Safety and Risk Manager, the District will provide safety eyewear up to the amount of \$200 for new or replacement safety eyewear every two years. This amount includes frames, lenses, and side shields, the dispensing fee and applicable sales tax. Employees seeking reimbursement must provide a receipt reflecting the purchase of safety eyewear that complies with the ANSI Z87.1 safety standards. Reimbursement will only be provided at the actual cost to the employee for safety eyewear up to \$200 in a two-year period. Care and maintenance of the prescription safety glasses are the responsibility of the employee. Lost or damaged prescription safety glasses are to be replaced at the employee's expense.

ARTICLE 11 - BENEFITS

11.1 Leave Programs

11.1.1 Vacation

All regular employees shall earn leave and have it accrued for each hour of service or while absent for District holidays or on paid District Leave (i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury, and court leave) not including paid leave required by state or federal law, with the exception of California's Healthy Workspaces, Healthy Families Act of 2014, as amended

(leave accrual and the following calculations are based upon regular scheduled hours of work, exclusive of overtime):

Commencing with the date of employment through the first year, 120 hours are accrued per year (accrued at the rate of 0.0577 hours per paid hour of service or leave).

Commencing with the first pay period of the second year of service (and the first pay period of the third through tenth, and the sixteenth, seventeenth, eighteenth, ninetieth and twentieth years of subsequent service), the following hours will be accrued:

<u>Years</u>	<u>Hours Accrued</u>
02	128 (0.0615 hours/paid hour)
03	136 (0.0654 hours/paid hour)
04	144 (0.0692 hours/paid hour)
05	152 (0.0731 hours/paid hour)
06	160 (0.0769 hours/paid hour)
07	168 (0.0808 hours/paid hour)
08	176 (0.0846 hours/paid hour)
09	184 (0.0885 hours/paid hour)
10	192 (0.0923 hours/paid hour)
11 through 15	200 (0.0962 hours/paid hour)
16	208 (0.1000 hours/paid hour)
17	216 (0.1038 hours/paid hour)
18	224 (0.1077 hours/paid hour)
19	232 (0.1115 hours/paid hour)
20 & 20+	240 (0.1154 hours/paid hour)

Employees may earn up to 480 hours of vacation. Since an employee may not accrue vacation beyond 480 hours, an employee may not be paid for vacation hours which are not earned because the employee's vacation accrual cap is at the 480-hour maximum cap.

An employee may make an irrevocable request for payment in lieu of vacation time under the following conditions:

1. Employee has already taken one consecutive week of vacation during the last 12 months from January through December (if a week is taken off including compensatory time off and executive leave, it will count toward this requirement); this week may include a regular Blue or Green Friday off. However, if this qualifying week includes a holiday(s), an additional consecutive day(s) of vacation must be taken.

2. A request is irrevocable. A completed request shall state the number of hours to be paid in lieu of vacation. At least 80 hours of accrued vacation time shall remain on the books after payoff; and
3. The irrevocable request shall occur annually, in December. The request shall specify the number of previously accrued leave hours requested in the form of pay. Payments will be made during the month of February of the year following the irrevocable request for payment in lieu of vacation time.

Employee may choose to roll the entire balance into their 457 deferred compensation account (e.g. 457 Plan) subject to federal 457 deferred compensation annual contribution limits. Payment amounts cannot be split between a 457 deferred compensation account and cash.

4. An employee stops accruing vacation when his/her accrual/accumulation reaches 480 hours.

An employee who fails to return to duty at the time specified on the leave request form shall be considered to have resigned from the service in the absence of extenuating circumstances.

Vacation requests shall be administered in accordance with District policy. Vacation (or compensatory time off) requests for Fridays off made by employees working flexible "9/80" schedules are unduly disruptive to District operations due to reduced staffing levels on Friday. Exceptions can be made for vacations of at least one full calendar week (including the requested Friday off) and in other very limited circumstances. Such requests require advance review and approval of the supervisor and department manager in order to assure sufficient staffing on Fridays.

11.1.2 Hiring of Former Employees

It shall be the policy of the District to not rehire former District employees. The General Manager may grant exemptions to this policy if he/she deems that it is in the District's best interest to rehire a former employee. This hiring restriction does not apply to retired employees who may be rehired in accordance with CalPERS regulations to work no more than 960 hours in any fiscal year. All rehired employees will be granted credit for prior service for all purposes (vacation, sick leave, layoff, etc.) if their break in service was for six months or less. Rehired employees with a break in service in excess of six months will be treated as a new hire for all such purposes.

11.1.3 Paid Sick Leave

Sick leave is an employee benefit regarded as a measure of protection against temporary disability. All payments for sick leave shall be made at the employee's current rate of pay. Sick leave for employees accumulates at the rate of 56 hours per year (accrued at the rate of 0.0270 hours per hour of service [exclusive of overtime] or paid District leave [i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury duty, military leave and court leave]). Each request for sick leave shall set forth the reasons for the request. A doctor's verification or other satisfactory evidence demonstrating the employee's incapacity or necessity to be absent may be required by the General Manager.

In the event the employee has no accrued sick leave, executive leave time may be used and then accrued vacation may be converted to sick leave for authorized usage.

Upon termination of employment for other than disciplinary reasons and with a minimum of two weeks notice of termination (unless such notice requirement is waived by the General Manager), an employee will receive payment equal to 25% percent of sick leave hours accumulated to date of termination. An employee terminated by the District for cause shall not receive payment for their accrued sick leave. Upon retirement, and with a minimum of two weeks notice of retirement (unless such notice is waived by the General Manager), an employee will receive payment equivalent to 50% percent of the accumulated hours of sick leave. Upon retirement, and with a minimum of two weeks notice of retirement (unless such notice is waived by the General Manager), with 20 years or more of service with the District, an employee will receive payment equivalent to 75 percent of the accumulated hours of sick leave. Employees have the option to submit a written request to decline payment for all or some portion of accrued sick leave balances in order to have more of their remaining sick leave (unused sick leave) apply to CalPERS retirement service credit. For purposes of this paragraph, payment shall include depositing funds into the 457 deferred compensation account.

Before the first pay period in November, any employee who has accrued in excess of 1,000 hours sick leave will be paid 100 percent of the excess hours. The sale shall occur annually in November. The employee's sick leave account will be reduced to 1,000 hours at that time.

Use of paid sick leave is permitted due to: (1) the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee; (2) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member; and (3) for an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).

“Family member” is defined as a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis without regard to age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or the person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

11.1.4 Executive Leave

Supervisors, Managers and Executive Managers will be credited with five days of Executive Leave (release time) in January of each calendar year. Executive Leave must be taken in the year in which it is credited and unused leave does not carry into subsequent calendar years. The General Manager has the sole authority to approve the timing of Executive Leave. Supervisors, Managers and Executive Managers hired after January of the year will be credited with up to five days of Executive Leave at time of hire.

11.2 Insurance

11.2.1 Introduction

If during the term of this agreement it becomes necessary, as determined by the District, to replace one of the medical, dental, vision insurance plans or any other such insurance coverage/plans provided by the District, the District shall make reasonable efforts to provide replacement coverage that is as similar as possible to the coverage that is replaced. This District shall retain complete discretion to make this determination.

Employee’s annual contribution (on a pro rata basis) through payroll deductions for medical/dental/eye coverage will be as follows beginning with the first pay period of January 2025 and continue for the term of this agreement:

HMO/PPO 1	(Employee only)	\$450 per year.
HMO/PPO 2	(Employee plus one)	\$900 per year.
HMO/PPO 3	(Family)	\$1,200 per year.

All employees will be required to participate in the District provided health care and they will not be allowed to "opt out" of the program or receive cash in lieu thereof.

11.2.2 Health

Active Employees

The District will provide health insurance coverage that will attempt to include HMO and/or PPO options. The District provides medical insurance coverage for each employee and his/her eligible spouse and eligible dependents. For purposes of this article, domestic partners, if they are registered with the state as domestic partners [as defined under section 297 and 299.2 of the California Family Code], have the same coverage as spouses to the extent required by law.

Retired Employees

The District will offer medical health insurance coverage to eligible retiring employees and their eligible spouses or domestic partners based on the following criteria and conditions:

Eligibility for retiree medical health insurance coverage is limited to employees who retire from the District on or after January 1, 2006, after they reach the minimum age of 50. Retiree medical health insurance coverage will only be offered to all active employees of the District as of December 31, 2011. Retiree medical health insurance coverage will not be offered to employees hired on or after January 1, 2012.

Supervisors

1. Upon retirement, the retiree must meet the age requirements outlined above, his/her dates of employment must fall within the period outlined above and the retiree must have completed 15 years of service with the District.
2. An employee, who, at the time of his/her retirement, has no spouse/domestic partner, and who retires from District service with a minimum of 15 years of service shall receive 10 years of District-provided retiree health insurance coverage, regardless of the total number of years of District service, to be used by the retiree only.
3. An employee who at the time of his/her retirement, has a spouse/domestic partner, and who retires from District service with a minimum of 15 years of service, shall receive 15 years of District-provided retiree health insurance coverage. The years of coverage provided may be divided between the retiree and the retiree's eligible spouse/domestic partner, provided that the number of years of coverage for the spouse/domestic partner may not exceed the number of years of coverage for the retiree and the maximum number of years of eligibility for coverage for a retiree may not exceed 10 years.

Managers and Executive Managers

1. Upon retirement, the retiree must meet the age requirements outlined above, his/her dates of employment must fall within the period outlined above and the retiree must have completed 10 years of service with the District.
2. An employee, who, at the time of his/her retirement, has no spouse/domestic partner, and who retires from District service with a minimum of 10 years of service shall receive 10 years of District-provided retiree health insurance coverage, regardless of the total number of years of District service, to be used by the retiree only.
3. An employee, who at the time of his/her retirement, has a spouse/domestic partner, and who retires from District service with a minimum of 10 years of service shall receive one year of District-provided retiree health insurance coverage for each year of District service, from a minimum of 10 years of coverage and up to a maximum of 20 years. The years of coverage provided may be divided between the retiree and the retiree's eligible spouse/domestic partner, provided that the number of years of coverage for the spouse/domestic partner may not exceed the number of years of coverage for the retiree and the maximum number of years of eligibility for coverage for a retiree may not exceed 10 years.

Supervisors, Managers and Executive Managers

1. Subject to availability limitations described below in this paragraph, the District will provide coverage (paying the full premium cost) in a Retiree Health Insurance Plan (RHIP) that is similar to the health plans available to active employees or in a comparably priced alternative provider. If, for any reason, the District's contract for health insurance is terminated during the life of this Memorandum of Agreement, the District will make all reasonable efforts to secure a replacement plan for retirees with both coverage and premium costs similar to the insurance available to active employees. It cannot be guaranteed that such coverage will, under those circumstances, be made available.
2. A retiree, who moves to a geographical service area not covered by the RHIP, if permitted by the District and the RHIP provider, may select cash reimbursement for alternative health insurance (which retiree obtains) in lieu of participation in the District's RHIP. Any such reimbursement by the District will be made after incursion of any expense related to any such alternative health insurance and will be limited to either the actual cost of the alternative health insurance premiums or the District's actual cost liability for the premiums of the retiree (and spouse/domestic partner, if

applicable) if the retiree (and spouse/domestic partner, if applicable) had participated in the District's RHIP, whichever is lower.

3. In order to participate in the RHIP, the retiree must have completed a minimum of 10 years of service with the District for Managers and Executive Managers and 15 years of service with the District for Supervisors with a CalPERS retirement date no more than 120 days beyond the date of separation from District service and have uninterrupted health insurance coverage that is acceptable to the retiree health provider.
4. It is mandatory that both retirees and their eligible spouses/domestic partners enroll in Medicare Parts A and B as they become age eligible. In addition, retirees and spouse/domestic partners who reach Medicare Age and have remaining eligibility for District-provided coverage must select the RHIP coverage (or alternative health plan through the reimbursement option) designed to coordinate/supplement Medicare.
5. An eligible spouse/domestic partner for the purposes of retiree medical coverage is defined as a spouse/domestic partner who is married to (or is a registered domestic partner of) the employee/retiree as of one year prior to the date of his/her retirement and continuously thereafter. An eligible spouse/domestic partner who subsequently becomes divorced from (or a former domestic partner of) the retiree will not be eligible for District-provided health benefits.
6. Participation in the RHIP begins at retirement and remains in effect continuously until eligibility is exhausted. No period of hiatus from participation is permitted and any unused eligibility reverts to the District, except for continuation of spousal benefits as described in Section 7 below.
7. At time of retirement, employees/retirees must make a written one-time irrevocable decision on how their available years of District provided medical coverage will be apportioned between the retiree and the spouse/domestic partner. In the event of a retiree's death, the years allocated to the retiree will terminate, and any remaining allocation for the spouse/domestic partner only will continue to be provided by the District but will terminate in the event the spouse/domestic partner remarries. Likewise, if a spouse dies, the years allocated to the spouse will terminate, and any remaining allocation of years of coverage for the retiree only will continue to be provided by the District.

8. Medical insurance coverage under the retiree health plan will be made available to eligible dependents at the retiree's expense if the dependents live within the service areas defined by the plan provider and if dependents are accepted by the plan provider.
9. If permitted by law and by the retiree health plan, a retiree or spouse/domestic partner (and eligible dependents) may continue medical coverage at the conclusion of the District-provided coverage term by paying the District the full cost of the applicable premium in advance. Failure to submit payment prior to the premium due date may result in cancellation of coverage for retirees, spouse/domestic partners, and/or dependents. Dependents may continue coverage under the retiree health plan if the retiree and spouse/domestic partner remain eligible for continuation of coverage.

11.2.3 Dental Insurance

The District provides for each employee and all eligible dependents dental insurance to include orthodontics benefits.

11.2.4 Vision Care Insurance

The District provides a vision care plan for each employee and all eligible dependents.

11.2.5 Disability Insurance

The District provides a policy for short and long-term disability, which becomes effective 30 days after occurrence of disability.

11.2.6 State Disability Insurance

The District participates in the State Disability Insurance Program (CASDI), which will be paid for by payroll deduction of the employee's salary up to the maximum base per year as established by the State of California.

Employees may coordinate the use of their accrued leave balances (vacation, executive leave and sick leave) to supplement CASDI, up to, but not to exceed, the employee's basic wage rate.

11.2.7 Unemployment Insurance

The District provides Unemployment Insurance.

11.2.8 Life Insurance

The District provides a life insurance policy for each employee equal to two year's salary.

11.3 Holidays

The District will grant 13 holidays during each year as follows:

HOLIDAY

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

In addition, holidays include special holidays proclaimed by the President of the United States or the Governor of the State of California in the event that the General Manager determined that other agencies, including the City of Vista and County of San Diego, are observing such holidays. Holidays that fall on a Sunday are observed on the following Monday, and holidays falling on a Saturday are observed on the preceding Friday. If a recognized holiday falls during an employee's vacation, it is paid as such and not charged as a day of vacation. If a recognized holiday falls during an employee's regularly scheduled day off (alternative schedules) employees shall accrue eight hours of vacation.

11.4 Pension Plan

The District is a member of the Public Employee's Retirement System of the State of California (CalPERS). Membership of employees (other than temporary and part-time) is compulsory. Effective January 1, 2012, and continuously thereafter, employees will contribute the full employee member contribution established by law via payroll deduction into CalPERS to be credited to the employee's account.

The pension plan for employees hired prior to January 1, 2012, will include provisions:

1. 3%@ 60 Formula for local miscellaneous members.
2. One-year final compensation (12 highest paid consecutive months).
3. Full Formula plus social security.

4. Post-retirement survivor allowance.
5. Credit for unused sick leave.
6. Employee contribution rate of 4.5%.

The pension plan will include the following provisions for all employees hired after January 1, 2012, and prior to January 1, 2013:

1. 2% @ 60 formula for local miscellaneous members.
2. Three-year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent.
4. The District has not and will not contract for any contract enhancements for this pension formula.

The pension plan will include the following provisions for all employees hired on or after January 1, 2013, pursuant to the Public Employees' Pension Reform Act of 2013 (PEPRA):

New (CalPERS) Members:

1. 2% @ 62 formula for local miscellaneous members.
2. Three-year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of one-half the normal cost.
4. The District has not and will not contract for any contract enhancements for this pension formula.

Classic Members (employees who are already members of CalPERS):

1. 2% @ 60 formula for local miscellaneous members.
2. Three-year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent.
4. The District has not and will not contract for any contract enhancements for this pension formula.

11.5 Bereavement Leave

District employees are eligible to receive the time necessary, not to exceed five days, to be absent from duty because of the verified death of the employee's parents, grandparents, stepparents, parents-in-law, siblings, spouse, (including registered domestic partners) children, stepchildren, grandchildren, step grandchildren or a qualified domestic partner. Upon the employees' request, and with prior approval of the District, an employee shall use the necessary portion of his/her available sick leave, compensatory time off, or vacation for the purpose of supplementing bereavement leave.

Employees who have been employed by the District for at least 30 days are entitled to take up to five days of unpaid reproductive loss leave following a “Reproductive Loss Event”, as defined in California Government Code Section 12945.6.

11.6 Military Leave

The District complies with the State of California practice of paying regular salary during military leave up to 30 days per fiscal year where appropriate under the Military and Veterans Code. The District follows both state and federal law regarding military leave.

11.7 Rest Periods and Meals

All District employees are entitled to two 15-minute rest periods in each scheduled workday. Each four hours of work time shall include a 15-minute rest period. Rest periods shall be taken on the day that they are earned, and they shall not be combined or accumulated. Rest periods will ordinarily be granted at mid-morning or mid-afternoon when workload permits, or at times comparable to mid-morning and mid-afternoon during evening and night shifts.

Meal Reimbursement. Employees required to work extended hours will be eligible for a reimbursement of up to \$13 for meal expenses incurred because of extended work after every six consecutive hours worked after a normal shift on an extended day or when called in on overtime assignment.

For employees working an extended day, the six hours shall be measured from the end of the employee's last meal. If the assignment is completed after six hours, an employee will be reimbursed for actual meal expenses of up to \$13. This provision applies equally seven days a week. This reimbursement will occur on the next business day.

11.8 Employee Assistance Program

Vista Irrigation District provides professional consultation and referral services to employees experiencing behavioral, medical or emotional problems that may impair job performance. The purpose of this service is to help employees deal with problems, which may affect job performance. Typical examples of the types of problems handled are alcohol abuse, drug abuse, family or marital discord, nervous or emotional disorders.

This service is available to all employees and member of their immediate families for private consultation. If an employee desires private consultations, he/she will be required to use sick leave or vacation time under the rules governing these types of leave. The District can make a recommendation to participate because of an employee's job

performance. In the case of a District referral, while participation is voluntary, the employee will be given time during regular working hours to attend the consultation.

Employees are assured that information provided to a professional counselor will be held in strict confidence, unless specifically released of this requirement by the employee. The need for satisfactory job performance continues while participating in the program.

11.9 Fenced Parking

The District will provide fenced parking for all employees.

ARTICLE 12 - EMPLOYER-EMPLOYEE RELATIONS

Supervisors, Managers and Executive Managers are designated as management and/or confidential employees. These employees are restricted from being represented by or from representing any recognized employee organization, which represents other employees of Vista Irrigation District in employer-employee relations.

ARTICLE 13 - PROBATIONARY EMPLOYEES

There is no probationary period for Supervisors, Managers and Executive Managers. Employment at the District is for no definite or determinable period and may be terminated at any time, without cause and without prior notice or right of appeal, at the option of the General Manager.

ARTICLE 14 - LAYOFF AND DISCIPLINE

Supervisors, Managers and Executive Managers are entitled to severance pay in an amount equal to 25% of their annual salary if discharged any time after their first year of service. Although said employees may be discharged without cause, if the discharge is based upon unsatisfactory performance or misconduct as determined by the General Manager, all severance pay may be withheld.

ARTICLE 15 - RESIGNATION AND RETIREMENT

Employees covered by this Article who wish to voluntarily terminate their employment or retire from the District, are encouraged to tender 90-day written notice to the General Manager. Upon such termination, they shall be entitled to all salary and benefits as provided in this Resolution, by law, and such benefits as may be provided by the rules and procedures of District.

ARTICLE 16 - GRIEVANCE

Employees covered by this Article are not entitled to the grievance or employee representation provisions that apply to non-at-will employees. Employees who have any questions or problems are encouraged to bring them to the attention of their immediate supervisor. If an employee is unable to resolve these questions or problems after this discussion, he/she may contact the Human Resources Manager to discuss the questions or problems further. The Human Resources Manager will attempt to investigate the employee's concerns and provide the employee with a response as soon as reasonably possible. Employees are subject to all provisions of the District's Discrimination and Harassment Policy and are advised to strictly follow all procedures contained therein, including all complaint procedures, if applicable. Failure to follow District policy may result in loss of some rights under law.

An effort will be made to provide employees an opportunity to raise their questions or problems in confidence. They may also do so without fear of reprisal or discrimination. The District will make good faith efforts to resolve and settle employees' problems on a fair and equitable basis. If necessary, the General Manager has the discretionary authority to appoint a disinterested third party to render an advisory ruling on items of dispute.

ARTICLE 17 - PROVISIONS OF LAW

This Resolution is subject to all current and future applicable federal, state and local laws. If any part or provision of the Resolution is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Resolution shall not be affected thereby.

ARTICLE 18 - AUTHORIZATION AGENT FOR DISTRICT

For the purpose of administering the terms and provisions of this Resolution:

1. District's principal authorized agent shall be the General Manager or duly authorized representative:

General Manager
Vista Irrigation District
1391 Engineer Street
Vista, California 92081
(760) 597-3100
FAX (760) 598-8757

RESOLUTION NO. 2024-XX

RESOLUTION OF THE BOARD OF DIRECTORS
OF VISTA IRRIGATION DISTRICT
REVISING THE EMPLOYEE PERSONNEL POLICIES MANUAL

WHEREAS, Vista Irrigation District's negotiating team completed meet and confer labor negotiations for 2025, 2026 and 2027 salaries and benefits as set forth in a Memorandum of Agreement for represented employees and a Board Resolution for unrepresented employees; and

WHEREAS, the District has established an Employee Personnel Policies Manual and related Policy Addendums further governing the employment relationship between the District and its employees; and

WHEREAS, the District is required, from time to time, to update, amend, add and delete portions of the Employee Personnel Policies Manual.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vista Irrigation District does hereby approve revisions to said Employee Personnel Policies Manual and related Policy Addendums and incorporating policy changes into the body of the document as set forth in the attached "Exhibit A", incorporated herein by reference.

BE IT FURTHER RESOLVED that the Board of Directors has authorized execution of documents (if any) by the General Manager or his/her designee that may be required to carry out this Resolution.

PASSED AND ADOPTED by the Board of Directors this 20th day of November, 2024 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Richard L. Vásquez, President

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
Vista Irrigation District

PERSONNEL POLICIES MANUAL

(Revised 2024)

**VISTA IRRIGATION DISTRICT
1391 Engineer Street
Vista, CA 92081**

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SECTION ONE - ADMINISTRATION OF PERSONNEL RULES

If a provision of these rules conflicts with any provision of an applicable collective bargaining agreement entered into by the Vista Irrigation District (District) and a recognized employee organization, to the extent of such conflict, the provision of the collective bargaining agreement shall be deemed controlling unless the provision of these rules has been negotiated more recently.

THESE RULES DO NOT CREATE ANY CONTRACT OF EMPLOYMENT, EXPRESSED OR IMPLIED, OR ANY RIGHTS IN THE NATURE OF A CONTRACT.

FAILURE TO COMPLY WITH ANY OF THE POLICIES/PROGRAMS CONTAINED IN THE PERSONNEL POLICIES MANUAL MAY BE CAUSE FOR DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.

PURPOSE AND APPLICATION

These rules establish the personnel system for the District. These rules apply to all employees of the District, except those employees or employee groups excluded in this paragraph or except where the rules specifically provide otherwise. Excluded employees and employee groups are as follows:

Part time Regular Employees normally scheduled to work less than 40 hours in a bi weekly payroll period.

1. Employees whose positions are funded under a state or federal employment program
2. Employees designated as volunteer, temporary, per diem, provisional, or seasonal
3. Any regular employee when acting in her/his capacity as an Officer of the Board of Directors.

Except as provided by law or where these Policies establish otherwise, these employees or employee groups hold their positions at the will of either the General Manager or the Board of Directors and are not obligated by or entitled to benefits provided by these rules.

The District maintains a non-discrimination and non-retaliation policy, which applies to all categories of employees, as follows: the District prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, sex, gender, sexual identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, sexual orientation, or any other basis protected by law. The District will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure provided in these personnel rules.

1.1 DEFINITIONS

The following definitions shall apply to personnel policies unless the context requires another meaning. These definitions are meant to standardize and ensure common understanding with reference to employees.

- A. “Appointment” refers to the hiring of an individual or the fixing or setting of an individual into a particular position.

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- B. “At-Will Employees” refer to employees who serve in positions designated as At-Will who serve at the pleasure of the General Manager and who may be terminated at any time without cause with or without prior notice and without any right of appeal.
- C. “Domestic Partner” means a registered domestic partner as defined by the Family Code section 297 and 299.2, who is also entitled to be treated in the same manner as a spouse in his/her eligibility for District benefits, such as health, dental, vision care, etc.
- D. “Employee” refers to any person currently employed or on an approved leave of absence. Not included under this term are applicants for employment, contracted agents, independent contractors, or others.
- E. “Exempt Employee” refers to employees who are exempt from the minimum wage, overtime and other provisions of the Fair Labor Standards Act (FLSA or wage-hour law) as amended. These employees do not receive overtime pay.
- F. “Nonexempt Employees” refer to employees who are not exempt from minimum wage, and other provisions of the FLSA as amended. These employees receive overtime premium pay for over 40 hours worked per week.
- G. “Part-Time Regular Employees” refer to employees who are hired into positions regularly scheduled to work at least 20 to 39 hours per week. Part-time employees shall be eligible for health benefits at District expense and shall earn and accrue vacation, sick leave, and holidays on a reduced basis proportionate to their percentage of full time work. Thus, an employee regular scheduled to work 20 hours per week will earn one-half of the vacation, sick leave, and holiday accrual rates of full-time employees.
- H. “Probationary Employees” are employees who are hired to fill a full-time or part-time position and are serving the probationary period for that position. A probationary period is considered to be an extension of the selection process.
- I. “Provisional Employees” are employees appointed to positions for a period of not more than six months prior to the commencement of a formal recruitment. Provisional employees are eligible to compete in the subsequent recruitment.
- J. “Regular/Full Time Employees” refers to employees who are hired to fill a full-time position, regularly scheduled to work at least 40) hours per week, and have completed the probationary period for that position.
- K. “Spouse” means a husband or wife as defined under California State law for purposes of marriage.
- L. “Temporary Employees” refers to employees hired for a specific time period on a temporary basis as recommended by the Division Head and approved by the General Manager. Temporary employees are not eligible for any employee benefits with the exception of workers' compensation. Temporary employees may serve for a maximum period of up to one year and/or may be rehired on seasonal basis thereafter, provided there is a one-month break in service before reappointment.
- M. “Terminal or Terminal Status” refers to an incumbent(s) who is grandfathered into a position or an employment/pay status that will be eliminated when the incumbent(s) vacates the position. No future incumbent(s) will be eligible for the same status as the Terminal incumbent. Employees in Terminal Status are eligible for wage adjustments scheduled in Memorandums of Agreement (Agreement) or

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Board Resolutions covering unrepresented employees.

1.2 AUTHORITY OF GENERAL MANAGER TO EMPLOY PERSONNEL

The General Manager shall employ personnel as may be necessary to administer, operate and maintain the system for the purpose of proper distribution of water. Each department head shall have charge of his/her respective department and be responsible to the General Manager.

1.3 RECRUITING AND HIRING

Whenever an open (i.e. public, non-promotional) competitive recruitment is to be undertaken for a position, the Human Resources Manager or designee shall, at least 10 calendar days prior to the final filing date, issue an appropriate advertisement regarding the position. Unless exempted by the General Manager, all regular District employees must initially enter District services as a result of an open (i.e., publicly advertised and published) job announcement. The General Manager can approve exemptions for promotional recruitments that may be excused from the open recruitment requirements. During a period of business necessity, the Human Resources Manager can recommend provisional appointments (for General Manager approval) provided that the regular position is subsequently filled via an open recruitment.

A. APPLICATION FORMS

Job applications must be made on forms or in the manner described by the Human Resources Manager or designee. All applications must be completed in full and signed by the person applying. The Human Resources Department will not process any application which is not fully completed and signed. Any such application may be disqualified from further consideration.

B. DISQUALIFICATION OF APPLICATIONS

The Human Resources Manager or designee may reject an application, or after examination, may disqualify or remove the applicant's name from an eligibility list, if the applicant:

1. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
2. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
3. Is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation if disabled;
4. Is a current user of illegal drugs in violation of the District Drug and Alcohol Policy (Section 9);
5. Is a relative of an employee, and is subject to a violation of the District Nepotism and Fraternalization Policy (Section 4 – Personal Rights and Responsibilities; Subsection 4.5).
6. Used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment;
7. Directly or indirectly obtained information regarding examinations;
8. Refuses to execute the loyalty oath;
9. Failed to submit the employment application correctly or within the prescribed time limits;
10. Has had his or her privilege to operate a motor vehicle in the State of California suspended or

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revoked or is otherwise deemed uninsurable by the District's liability carrier if driving is job related; or

11. For any material cause which in the judgment of the Human Resources Manager or designee would render the applicant unsuitable for the position, including a prior resignation from the District, termination from the District, or a significant disciplinary action in any employment.

C. NOTICE OF REJECTION OF APPLICATION

After reviewing the number of available applicants to determine whether sufficient qualified candidates exist, at the sole discretion of the Human Resources Manager, defective applications may be returned to the applicant with notice to amend and re-file, provided that the time limit for receiving applications has not expired. Whenever an internal or external application is rejected, notice of such rejection shall be made to the applicants by the Human Resources Manager or designee within a reasonable time after the completion of the recruitment.

D. EXAMINATION

After the time limit for receiving applications for a particular position has expired, the Human Resources Manager or designee will determine the total number of applicants who meet the minimum qualifications for the position and determine whether a competitive written or practical (or both) examination is necessary. If the Human Resources Manager or designee determines that giving an examination of the nature and type appropriate to all the qualified applicants would unnecessarily burden the District, the Human Resources Manager or designee may rank, for qualifying purposes only, the applications submitted on the basis of the applicants' experience, education, training, and work history as related to the particular position, and may ordinarily choose at least 10 applicants whom he or she determines would best fit the position. The chosen applicants may then be given a screening review by subject matter specialist(s) and/or an examination in order to obtain ranking on the eligibility list.

E. SCORING AND QUALIFYING GRADE

Failure in one part of the recruitment (ranking, interview, or examination) process or the failure to meet established standards described in the job announcement may be grounds for declaring such applicant as failing the entire recruitment process or as disqualified for subsequent parts of an examination. A passing grade is defined as correctly answering seventy percent (70%) or higher of the questions on a written exam which is equivalent to a letter grade of "C".

F. NOTICE OF RESULTS

Each applicant will be notified of the results.

G. INSPECTION OF EXAMINATION PAPERS

Any candidate has the right to inspect his or her own written examination paper, if any, during normal working hours within five calendar days after the notices of examination results are mailed. Any error in computation, or incorrectly scored written test answers that are called to the attention of and confirmed by the Human Resources Manager or designee shall be corrected and the final score shall be adjusted accordingly. Such corrections will not, however, invalidate appointments previously made. Examination papers of applicants are not subject to inspection by the public or by other applicants.

H. ELIGIBILITY LIST

After completion of an open or promotional examination, the Human Resources Manager or designee may prepare an eligibility list consisting of the names of candidates who passed the interview/examination process, arranged in order of final score, from the highest to the lowest [or arranged alphabetically]. Notwithstanding any other provision of these rules, if there are less than three names on an eligibility list, the Human Resources Manager or designee may declare such list void and fill the position(s) by any method permitted by these Personnel Rules, including, but not limited to, undertaking new recruiting and testing procedures. Eligibility lists will become effective upon the certification by the Human Resources Manager or designee.

An eligibility list is used for internal purposes only and is used to contact qualified applicants in order of priority in the event there is an additional vacancy for that position. Placement on the eligibility list does not guarantee the applicant an “offer of employment” in the event of a vacancy but only that the applicant **may be** contacted for additional consideration. The District retains complete discretion regarding the use of eligibility lists as it pertains to the recruitment process, including the removal of an applicant’s name(s) from an existing eligibility list.

I. ELIGIBILITY LIST DURATION

Eligibility lists remain in effect for 12 months, unless the General Manager or the Human Resources Manager or designee abolishes the list, the list is exhausted, or the list is extended by the Human Resources Manager or General Manager or their designee. The Human Resources Manager or General Manager or their designee may abolish or extend, the list at any time prior to the expiration of the list if they determine that it is in the best interest of the District to do so. Employees included on the eligibility list will be notified if the eligibility list is abolished.

J. REMOVAL OF NAME

The name of any person appearing on an eligibility list will be removed by the Human Resources Manager or designee if the applicant so requests in writing or fails to respond to a notification of an opening from the Human Resource Manager or designee. It will be the responsibility of the eligible candidates to keep the Human Resources Manager informed of their current status including their address and telephone number.

K. TYPE OF APPOINTMENTS

Vacancies may be filled by re-employment, promotion, transfer, demotion, appointment of hourly employees, or from the appropriate eligibility list, if available. The District shall maintain a single eligibility list at a time for each job title. No specific list shall have priority over other lists. The General Manager or designee will decide in what manner the vacancy is to be filled.

L. APPOINTMENTS

The Human Resources Manager or designee will recommend appointments. When a position is to be filled from a promotional or open eligibility list, the Human Resources Manager or designee will choose from the specified list one of the top candidates on the final eligibility list and submit the recommendation to the appointing authority. If top candidate does not indicate a willingness to accept the appointment, the Human Resources Manager or designee may make the appointment from among the remaining names on the eligibility list, may request a new recruitment and establish a new eligibility list, or may fill the position by any other method authorized by these personnel policies and/or rules.

The person accepting an appointment, after satisfactorily completing pre-employment testing, must report to the Human Resources Manager or designee on the date designated by the Human Resources Manager or designee; otherwise, the applicant will be deemed to have declined the appointment.

M. REGULAR EMPLOYEE

1. Regular Full-Time Employment

An employee who successfully completes the probationary period and who regularly works 40 hours per week, the maximum number of hours scheduled by a department or division.

2. Regular Part-Time Employee

An employee who regularly works less than 40 hours per week and 20 or more hours per week and who successfully completes the probationary period.

Employees working less than 20 hours per week do not acquire regular status and are not entitled to benefits. Such employees serve at the pleasure of the appointing authority.

N. TEMPORARY, PROVISIONAL OR SEASONAL EMPLOYEE

An employee who is assigned to work on a particular project or for a job of limited or definite duration is a temporary, provisional or seasonal employee. A temporary or seasonal employee: (a) does not hold regular status, (b) does not serve a probationary period, (c) can be dismissed at-will from District employment at any time without right of procedural due process, appeal, grievance or hearing, and (d) is not entitled to earn, accrue, or participate in any District employee benefit plans, or paid or unpaid leaves.

O. HIRING OF FORMER EMPLOYEES

It shall be the policy of the District not to rehire former District employees. The General Manager may grant exemptions to this policy if s/he deems that it is in the District's best interest to rehire a former employee. This hiring restriction does not apply to retired employees who may be rehired in accordance with PERS regulations to work no more than 960 hours in any fiscal year.

The General Manager may make an exception to this policy to rehire or reinstate a regular employee who has resigned or has otherwise been separated while in good standing. The employee may be reinstated to the salary range and step held at the time of resignation or separation and shall receive a new anniversary date which shall be the first date of employment upon reinstatement. All rehired employees shall not be given credit for prior service for purposes of calculating accrued leaves (i.e. accrual rate) including sick and vacation. The employee will serve a new probationary period. All rehired employees shall also **not** be eligible to participate in any District sponsored Retiree Health Insurance Plan.

Unless otherwise prohibited by law, after determining that an applicant meets the minimum employment qualifications for the applied-for position, the District reserves the right to obtain criminal- history record information, i.e., conviction records, on applicants where appropriate for the job positions and only if the management staff has been authorized to do so by the applicant. Further, unless otherwise prohibited by law, the District may remove a potential applicant, who meets the minimum employment qualifications, from an eligibility list if that applicant has been convicted of a crime that relates to the position or duties that the applicant would perform.

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1.4 IMMIGRATION CONTROL & REFORM

A. PURPOSE

The purpose of this policy is to assure that every newly hired District employee is either a U.S. citizen or an alien authorized to work in the United States.

B. POLICY

In compliance with federal immigration laws, the District shall not:

1. Knowingly hire an alien without the proper authority to work in the United States,
2. Hire anyone without verifying the individual's legal employment status, or
3. Continue the employment of an alien who was properly hired but subsequently became unauthorized to work.
4. The District shall not discriminate in its employment practices against any person because of national origin or citizenship status.

C. LEGAL COMPLIANCE

The District's employment practices will, at all times, be consistent with the Immigration Reform and Control Act of 1986 and any amendment or revision of such law, and applicable administrative regulations.

District employees shall fully comply with the aforementioned laws and regulations and shall establish appropriate procedures to demonstrate full compliance with law. In order to verify eligibility for employment and to establish identity all newly hired employees must complete the forms required by law. They must further attest on said form that they are qualified for employment.

1.5 CONFLICT OF INTEREST CODE

A. PURPOSE

Pursuant to Government Code, Sections 1125-1127, and District Conflict of Interest Code, the District has formulated rules specifying the activities for compensation, outside of District duties, which are inconsistent and incompatible with the duties as District employees.

B. POLICY

The following outside activities have been determined to be incompatible with functions and responsibilities of District employees and are prohibited:

1. Any activity which involves the use of District time or facilities for private gain or advantage, including the following:
 - a. Any outside employment which results in receipt of frequent telephone calls or visitors for the employee while the employee is on duty at his/her District employment.

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- b. Use of District facilities to conduct non-District business.
 - c. Use of District facilities to repair or manufacture items, which are not to be used for District purposes.
2. Any activity which involves the use of the uniform, prestige, or influence of the individual's District employment for private gain or advantage, including the following:
- a. Directly or indirectly soliciting, seeking, or accepting personal loans, gifts, gratuities, business, compensation, or favors from business firms or their agents who deal with this District.
 - b. Using official information not readily available to the general public, gained in the course of District employment, for private gain or advantage or the gain or advantage of another.
 - c. Using District employment to contact and/or solicit customers for the private enterprise of any District employee.
3. Any activity which involves the receipt by the employee of more or other consideration from private parties for the performance of acts which the employee is expected to render in the regular course of his/her duties as a District employee, including the following:
- a. Any consultation work for a fee concerning the application or interpretation of orders of the District.
 - b. Retention of a fee for testimony prepared and/or presented during the course of regular District employment.
4. Any activity which is in conflict with the duties and responsibilities of the employee's District employment including the following:
- a. Any outside employment which will impair the employee's independence of judgment as to his/her District duties.
 - b. Any outside activity which will require or induce the employee to disclose confidential information acquired by the employee in the course of his/her District duties.
5. The following activities in which a part of the employee's efforts may be subject to approval, review, control, or audit by another District officer, or the board.
- a. Employment full-time or part-time by any organization, which is under contract to the District.
 - b. Serving or consulting, in a private capacity, for any firm or organization which is registered as a District consultant.
 - c. The performance of an act, which may later be subject to the control inspection, review, audit, or enforcement of any other officer or employee of the District.

These activities will be subject to review by the Department Head and Human Resources Manager, and exceptions may be granted on a case-by-case basis.

6. Any activity involving time demands which render the performance of District duties less efficient.
 - a. Private work by a full time employee will be reviewed by the Department Head and/or the Human Resources Manager. Employees are required to report private employment, including self-employment, within 30 days of engaging in the private employment activities.

1.6 DISABILITY AND REASONABLE ACCOMMODATION

The District provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act.

A. PROCEDURE

1. Request for Accommodation

An employee who desires a reasonable accommodation in order to perform essential job functions for their position should make such a request in writing to the Human Resources Department. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s).

2. Reasonable Documentation of Disability

Following receipt of the request, the Human Resources Department may require additional information, such as reasonable documentation of the existence of a disability.

3. Fitness for Duty Examination

The District may require an employee to undergo a fitness for duty examination to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved physician conduct the examination.

4. Interactive Process Discussion

After receipt of the results of a reasonable documentation of disability and/or a fitness for duty report, the District will arrange for a discussion, in person (an interactive process meeting) or via telephone conference call, with the employee, and his or her representatives, if any. The purpose of the discussion is to work in good faith to fully discuss all feasible potential reasonable accommodations.

5. Case-by-Case Determination

The District determines, in its sole discretion, whether reasonable accommodation(s) can be made and the type of accommodation(s) to provide. The District will not provide accommodation(s) that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee of its decision as to reasonable accommodation(s) in writing.

6. Federal Pregnant Workers Fairness Act

The District will provide “reasonable accommodations” to employees with “known limitations” that are related to pregnancy, childbirth, or related medical conditions in compliance with the Federal Pregnant Workers Fairness Act.

The term “known limitation” means physical or mental condition related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions that the employee or employee’s representative has communicated to the District whether or not such condition meets the definition of disability specified in section three of the American with Disabilities Act.

1.7 PERSONNEL FILES AND RECORDS

A. GENERAL

The District maintains a personnel file on each employee. An employee’s personnel file shall contain only material that is necessary and relevant to the administration of the District’s personnel program. Personnel files are the property of the District, and access to the information they contain is restricted.

B. NOTIFYING DISTRICT OF CHANGES IN PERSONAL INFORMATION

Each employee is responsible to promptly notify the Human Resources Department of any changes in relevant personal information, including

- Mailing address
- Telephone number
- Persons to contact in emergency
- Number and names of dependents

C. LOCATION OF PERSONNEL FILES

The District will maintain personnel files under lock and key.

D. MEDICAL INFORMATION

1. Separate Confidential Files

All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state or federal law.

2. Information in Medical Files

The District will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the District to obtain certain medical information, the employee or applicant may need to sign a District form authorizing the release of medical information.

3. Access to Medical Information

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and

supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

The District will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs a form authorizing the release of medical information. The District will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the District will communicate those limitations to the person or entity to which it discloses the medical information.

4. Privacy of Medical Information

a. Policy

It is the policy of the District to fully comply with applicable state and federal laws protecting the privacy of protected health and medical information when the District acts in capacity as sponsor of a health insurance plan or in its Flexible Spending Account (FSA) Program, and in any other plans or programs that are, or become subject to law. The District shall:

- i. adopt comprehensive procedures to protect the privacy of health and medical information protected by law,
- ii. train appropriate staff and provide notice to all employees of their rights under law, and
- iii. designate a privacy officer, and/or a privacy complaint officer and staff, to act as responsible parties in assuring that all privacy safeguards are in place and enforced.

The District shall not intimidate, retaliate, or take any other action for the purpose of preventing an individual from exercising his or her rights under the Privacy of Medical Information Policy or the administrative procedures protecting employee privacy. The District will make its comprehensive procedures manual readily available for review of employees and any other covered individuals. The Employee Personnel Policies Manual (Manual) will be published, maintained and available for review in the Human Resources Department

b. Legal Compliance

The District's use and disclosure of applicable protected health information, records and data will, at all times will be consistent with and only as permitted by state law and the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) and the regulations issued thereunder, including Parts 160 and 164 (the "Privacy Regulations") of Title 45 of the Code of Federal Regulations. The District's Privacy Procedures were effective on April 14, 2004. This compliance recognizes that information obtained when staff act in their capacity as employer (e.g. when obtaining doctor's verification of illness, Family and Medical Leave verification, in the course of managing worker's compensation injuries, etc.) rather than in their capacity as sponsor of a group health plan, may be exempt from HIPAA requirements but remains subject to other state and federal privacy or health and medical information laws.

The District and its employees acting on its behalf shall fully comply with the aforementioned laws and regulations and shall establish appropriate procedures to demonstrate full compliance with law. The Human Resources Manager is designated as Privacy Officer and he or she may designate a Privacy Complaint Contact Officer to receive complaints.

E. REFERENCES AND RELEASE OF INFORMATION IN PERSONNEL FILES

1. Public Information

Upon request, the District will release to the public information about its employees as required by the Public Records Act. The District will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.

2. Reference Checks

All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to Human Resources. Information will be released only if the employee signs a District form authorizing the release of employment information, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Manager on a case-by-case basis.

3. Medical Information

Medical information will be released only in accordance with subsection D.4. - Access to Medical Information above.

F. EMPLOYEE ACCESS TO PERSONNEL FILE

1. Inspection of File

An employee or a former employee (or the employee or former employee's authorized representative) may inspect the employee or former employee's personnel file, to the extent defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Human Resources Department to arrange an appointment. The review must be done in the presence of the Human Resources Manager or his/her designee.

2. Copies

On request, an employee or former employee (or his or her authorized representative) is entitled to receive a copy of the employee or former employee's personnel file. Employees are entitled to receive one copy of their personnel file at no cost. Subsequent copies and copies for all former employees are at their expense. An employee or former employee (or his or her authorized representative) who wishes to receive such a copy should contact the Human Resources Department.

1.8 RESIGNATION AND SEPARATION FROM DISTRICT SERVICE

Once accepted, resignations or other notices of an employee's intent to leave District service (such as retirement notices) are considered final decisions and may not be rescinded without the written permission of the General

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Manager. Employees who resign or otherwise separate from District service are not eligible to take leave at the conclusion of District service (terminal leave), except in the case of approved family and medical leave granted in accordance with state or federal law, or for an approved sick leave absence. Employees who are otherwise absent at the conclusion of District service will have their paid leave approval revoked and be placed upon leave without pay back to the date of their last workday.

SECTION TWO - ATTENDANCE AND LEAVES

2.1 VACATION

- A. All eligible employees are entitled to paid vacation in accordance with the applicable Agreement or Board Resolution.
- B. All payments for vacation time taken shall be made at the employee's current rate of pay.
- C. Upon approval of the supervisor, vacation may be taken as accrued.
- D. The transferring (sharing) of accrued vacation balances between employees is prohibited.
- E. Vacation leave will be granted at the discretion of the supervisor with consideration given to District's operational needs and the desire of the employee. Approved vacation leave may be cancelled or postponed in bona fide business or operational emergencies and after other alternatives have been found to be unsatisfactory.
- F. Requests for vacation leave shall be submitted and approved in advance on the District's Time Off Request Form (Appendix A). Vacation requests that are not submitted with sufficient advance notice may be deferred to an alternative time acceptable to the District and employee. When more than one request is received from multiple employees, consideration shall be given to granting leave to the employee having submitted the earliest request.

Excess hours (Compensatory time off) worked during a week may be taken on shorter notice as "flex time" with the mutual agreement of employee and supervisor.

- G. Vacation time may be used for any lawful purpose, in any amount (in minimum increments of a half hour or more), for time off, at the employee's discretion. The scheduling of time off, but not purpose of the vacation leave, is subject to prior approval by the supervisor.
- H. Vacation time may be taken after accrued balances are reflected on the pay period end date..
- I. Paid holidays occurring during an employee's scheduled vacation shall not be charged against employee's vacation benefits and the employee shall receive holiday pay of eight hours for the District's designated paid holidays.
- J. Vacation accrual rate will be calculated from the individual employee's anniversary date as required by the Agreement or Board Resolution. Since an employee may not accrue vacation beyond 480 hours, an employee may not be paid for vacation hours which are not earned because the employee's vacation accrual cap is at the 480 hours maximum cap.
- K. The anniversary date for an employee is the date the employee was last hired, regardless of the time the employee was on a probationary status. Anniversary dates do not apply to temporary employees, as they do not earn benefits. If a temporary employee is subsequently hired into a regular position opening of the District, the anniversary date would be that date of hire without regard to prior service while in a temporary status.

2.2 SICK LEAVE

A. DEFINED

1. Sick leave is paid leave from duty, which may be granted by the District to an employee for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling. Sick leave may also be granted to an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his/her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.
2. The transferring (sharing) of accrued sick leave balances between employees is prohibited.

B. SICK LEAVE USE

1. An employee may be granted sick leave for the reasons set forth above. In the event that the employee or the employee's family member recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
2. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor prior to the time established as the beginning of the employee's workday, unless the District determines that the employee's duties require more restrictive reporting. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay. Each request for sick leave shall be set forth on the District's Time Off Request Form (Appendix A).
3. If the employee is absent on sick leave for more than one day, the employee will keep the immediate supervisor informed as to the date the employee expects to return to work.
4. Sick leave will not be granted to any employee absent from duty after separation from District service, or during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

Sick leave will not be granted to any employee to permit an extension of the employee's vacation. However, if illness occurs while an employee is on vacation, sick leave may be substituted for vacation at the request of the employee, upon presentation of proof of illness (unless otherwise prohibited by applicable state or federal laws), and subject to the approval of the employee's supervisor.

5. The District may require a physician's certification at any time regarding the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work. This may be required in those cases where misuse of sick leave is suspected, for all sick leave absences in excess of three days, or in any and all cases when sick leave balances become exhausted on the date of the absence. If the employee is unable or refuses to produce timely and acceptable documentation of illness, the absence will be treated as

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- unexcused.
6. Supervisors have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.
 7. In the event employee has exhausted all sick leave, unless otherwise prohibited by applicable state or federal laws, accrued compensatory time off will be used, and then accrued vacation will be used for authorized sick leave.
 8. In the event of a work-related injury, employee's accrued sick leave may be used to supplement workers' compensation benefits up to but not exceeding the amount of employee's base wage rate.
 9. With the prior written permission of the employee, accrued compensatory time off and then vacation time will be used by the District in an attempt to maintain employee's pay status after all sick leave has been utilized. Vacation and sick leave may be used in conjunction or combined with State Disability Insurance (SDI) or Paid Family Leave payments up to but not to exceed the employee's basic wage rate.
 10. In cases where the employee's absence may be related to the employee's ability to perform the essential functions of his/her job description, a doctor's release may be required prior to the employee's return to work.
 11. In the event that the District has good cause to believe that an employee may not be able to safely or reliably perform his/her duties, the District may require a medical or psychological examination to ascertain the employee's fitness for duty. This examination will be provided at District expense and by a District designated health care provider.

C. SICK LEAVE ACCRUAL

1. All full-time employees will accrue 2.15 hours of sick leave each pay period while on paid status throughout the entire pay period. Such accrual shall take place on a bi-weekly basis after the completion of the pay period. No accrual shall take place for any pay period in which the employee has performed less than a full pay period of service (or paid leave, *i.e.* paid status).
2. Sick leave may be accrued to a maximum of one thousand hours except as provided below:
3. Sick leave granted by the District and used by an employee shall be deducted from the employee's accrued sick leave balance. Sick leave shall be used in minimum increments of a half hour.
4. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as provided herein.
5. Sick leave will not be accrued by an employee absent from duty after separation from District service, or during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

D. REIMBURSEMENT FOR ACCRUED SICKLEAVE

Upon termination of employment for other than disciplinary reasons, employee shall receive payment in accordance with the applicable Agreement or Board Resolution. Upon retirement, employee shall receive payment in accordance with the applicable of Agreement or Board Resolution

E. EXCESSIVE USE OF SICK LEAVE/ABUSE/MISUSE OF SICK LEAVE

An employee shall be subject to disciplinary action for abuse of sick leave that is a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined in Section 1. Excessive use of sick leave is defined as sick leave exceeding three separate absences in any month, six in any three months, or usage in excess of District averages. Calculations of excessive usage shall exclude family and medical leave absences, workers' compensation absences or absences normally excluded from such calculations by law.

F. EVALUATION OF SICK LEAVEUSAGE

Abuse of sick leave will be considered in establishing the performance rating.

G. RETURN TO WORK

Regular employees unable to perform the essential functions of their position, with or without reasonable accommodation, as a result of a physical or psychological illness or injury for a period of 12 months from the first date of the absence shall:

1. Be terminated from employment. Employees who are separated pursuant to this section shall be accorded procedural due process (i.e., notice and an opportunity to respond to the separation) in accordance with the appeal procedures for disciplinary actions outlined in these rules and procedures. or,
2. If disabled, be retired under the Public Employees Retirement System (PERS), or;
3. Be offered the opportunity to resign from the position and be placed on a rehire list for a period not to exceed one year. Any employee returning to work pursuant to this section shall provide to the Human Resources office verification from a medical practitioner of his/her ability to return to work and perform the essential functions of his/her position, with or without accommodation.

If during the period in which the employee is on the rehire list, the employee is physically and/or psychologically able to resume the duties of his/her previous position and there is a vacant position in the employee's classification, the employee will be entitled to return to that position with all the rights, benefits, and responsibilities of a regular employee. However, an employee on a rehire list shall not accrue seniority. Thus, the employee will return to work with the same amount of seniority held prior to being placed on the rehire list.

Placement on the rehire list does not preclude an employee from applying for a disability retirement.

4. Medical Leaves of Absence: Employees on family and medical care leave, pregnancy disability leave or other statutory leaves will not be terminated or offered the rehire list option in lieu of separation during such leave if separation during such leave would be precluded by law.

2.3 TARDINESS

If an employee is not on the District premises and available for work at the beginning of the assigned work period, the employee shall be deemed to be tardy. After two hours of absence, tardiness is considered an unexcused absence (See Unexcused Absence).

An employee may be deemed to be tardy even if the employee calls in and the call is received after the beginning of the assigned work period.

An employee shall be deemed to be tardy even though the employee calls in or causes to have a report made prior to the start of the normal work period, if the cause is not a reasonable or a bona fide excuse.

2.4 UNEXCUSED ABSENCE

An unexcused absence of an employee may be defined as any time the employee fails to report to work, on any assigned duty, without prior arrangements and approval of the supervisor. If the employee reports for work within two hours of the assigned starting time, the absence shall be considered to be tardiness. The General Manager may excuse an absence if there is sufficient evidence that the employee was legitimately unable to contact the District.

A. PENALTIES

1. For first offense, not exceeding four hours (except when failing to report for emergency service duty) employee shall receive a written warning, with a copy of said report placed in the employee's personnel file.
2. For first offense, exceeding four hours employee shall be suspended for one day without pay.
3. For first offense, where employee has failed to report for work after being called to report for emergency service duty, employee shall be suspended for two full days without pay.
4. For the second offense, when employee has failed to report for work after being called for emergency service duty, employee shall be discharged or suspended without pay for a minimum of five working days at the discretion of the General Manager. Consideration shall be given to the employee's overall work record in setting the level of discipline.
5. In all cases, for the third offense within two years, the employee shall be discharged.

2.5 ADMINISTRATIVE LEAVE

The District has the right to place an employee on leave at any time with or without full pay. An employee may be placed on Administrative Leave pending investigation of an employee's ability to safely perform his/her duties, misconduct, potential disciplinary action, or other reasons that the Human Resources Manager, in his/her discretion, believes warrant such leave for a period of up to three days. Administrative Leave in excess of three days can be approved by the General Manager, Acting General Manager or Acting Appointing Authority.

2.6 DISCRETIONARY LEAVE OF ABSENCE

The General Manager, at his/her discretion, may grant a leave of absence to any employee who has exhausted all, or is ineligible for, protected leaves of absence (e.g., FMLA/CFRA, Pregnancy Disability Leave, Workers' Compensation Leave, etc.). The grant of discretionary leave by the General Manager shall be considered on a case-by-case basis. The decision to grant a leave of absence in one case shall not be precedent setting for any other requests for discretionary leave. Any employee granted a discretionary leave may be required to use his/her accumulated paid leave balances, if any, during the period of the leave.

2.7 BEREAVEMENT LEAVE

Employees with District approval, are eligible to receive paid time, not to exceed five days, to be absent from duty because of the verified death of the employee's parents, grandparents, step-parents, parents-in-law, siblings, spouse (including registered domestic partners), children, stepchildren, grandchildren, step-grandchildren, or a qualified domestic partner. Upon the employees' request, and with prior approval of the District, an employee shall use the necessary portion of his/her available sick leave, compensatory time off, or vacation for the purpose of extending bereavement leave.

2.8 FAMILY CARE AND MEDICAL LEAVE

A. POLICY

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act, as amended by Senate Bill 1383 effective January 1, 2021, ("CFRA"). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

B. DEFINITIONS

1. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. "Child" means the following:
 - a. Under the FMLA, "child" means a child under the age of 18 years of age, or 18 years of age or older, who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or step-child. A child is "incapable of self-care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.

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- b. Under the CFRA, “child” means a child, including a child who is 18 years of age or older, regardless of whether the child is capable of self-care. An employee’s child means a biological, adopted, foster, step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis (in place of a parent).
3. “Family member” for FMLA leave means an employee’s child, parent and spouse. “Family member” for CFRA leave means an employee’s child, parent, spouse, domestic partner, grandchild, grandparent, and sibling.
4. “Grandchild” means a child of the employee’s “Child” as defined above.
5. “Grandparents” means a parent of the employee’s “Parent” as defined below.
6. “Parent” means the biological, adoptive, step or foster parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
7. “Sibling” means the brother or sister of an employee. "Blood-related" means they share at least one biological or adoptive parent. "Step" means they are not related by blood, but are related by the marriage of their parents.
8. “Spouse” means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered “Domestic Partner” as defined below.
9. “Domestic Partner,” is another adult with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State and who meets the criteria specified in California Family Code §§ 297 and 299.2. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient. Domestic Partner shall have the same meaning as “Spouse” for purposes of CFRA Leave.
10. “Serious health condition” means an illness, injury impairment, or physical or mental condition that involves:
 - a. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or
 - b. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - i. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 1. Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or

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2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
 - ii. Any period of incapacity due to pregnancy or for prenatal care. (This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
 - iii. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
 - iv. A period of incapacity, which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
 - v. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
11. "Health Care Provider" means:
- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
 - b. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
 - c. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;

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- d. Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
 - e. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
 - f. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
12. "Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.
13. "Covered Service member" means: (1) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness [incurred in the line of duty on active duty]; or (2) a veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

C. REASONS FOR LEAVE

Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of an employee;
2. The placement of a child with an employee in connection with the adoption or foster care of a child;
3. Leave to care for a child, parent, or spouse who has a serious health condition;
4. Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
5. Under the CFRA only, leave for a variety of "qualifying exigencies" arising out of the fact that an employee's domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
6. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position;

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7. For a “qualifying exigency” arising out of the fact that an employee’s spouse, registered domestic partner, son, daughter, or parent is on covered active duty or call to active duty status.
8. To care for a spouse, son, daughter, parent, or “next of kin” who is a covered service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member’s active duty, and was aggravated by service in the line of duty on active duty in the Armed Forces. Under the FMLA, this unpaid leave can run up to 26 weeks during a single 12-month period. The first 12 weeks of this leave may run concurrently with the CFRA only if the family member that the employee is caring for has a serious health condition and is a family member covered under the CFRA.

D. EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if the employee:

1. Has been employed for at least 12 months; and
2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

E. AMOUNT OF LEAVE

1. Maximum Duration of Leave

Eligible employees are entitled up to a total of 12 workweeks (or 26 weeks to care for a covered service member) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

2. Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse or domestic partner, sibling, grandparent, or grandchild, or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

3. Parents Both Employed By Vista Irrigation District

In any case in which both parents of a child, adoptee or foster child are employed by the District and are entitled to leave, the aggregate number of workweeks of FMLA bonding leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees’ child (*i.e.*, bonding leave). Each parent, however, is entitled to take 12 workweeks of CFRA bonding

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leave during any 12-month period.

In any case in which parents of a covered service member are employed by the District are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for a covered service member.

This limitation on leave amounts does not apply to any other type of leave under this policy, except as noted below.

F. EMPLOYEE BENEFITS WHILE ON LEAVE

Leave under this policy is unpaid, except as provided in Section G below. While on leave, employees will continue to be covered by the District's group health insurance to the same extent that coverage is provided while the employee is on the job.

If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby bonding, the District will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).

After FMLA and/or CFRA leave has been exhausted, employees will be covered by the District's group health insurance if they continue to have paid accrued balances (sick/vacation/comp time) available. All other employees in an unpaid status will engage in the "interactive process" to determine whether the District can reasonably accommodate the employee's need for additional time off, including the payment by the District of their group insurance benefits, or workplace modifications.

Employees are required to make the appropriate employee contributions for group benefits for continued coverage, in advance via a payroll deduction (if the employee is using his or her paid leave) or an individual agreement (if the employee is not using his or her paid leave). Depending on the particular plan, the District will inform employees whether the premiums should be paid to the carrier or to the District. Employee coverage on a particular plan may be dropped if an employee is more than 30 days late in making a premium payment.

However, employees will receive a notice at least 15 days before coverage is to cease, advising them that they will be dropped if their employee contribution for group benefits is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member, which would entitle the employee to leave, or because of circumstances beyond the employee's control. The District shall have the right to recover premiums through deduction from any sums due the District's (e.g. unpaid wages, vacation pay, etc.).

G. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the District may require an employee to concurrently use paid accrued leaves

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after requesting FMLA and/or CFRA leave, and, where permissible by law) will also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave (such as Health Leave or Worker's Compensation Leave) which is FMLA/CFRA-qualifying.

1. **Employee's Right to Use Paid Accrued Leaves Concurrently With Family Leave**
Where an employee has earned or accrued paid vacation, executive leave, or compensatory time, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:

- a. The leave is for the employee's own serious health condition; or
- b. The leave is needed to care for a parent, spouse or child with a serious health condition, and would be permitted as sick leave under the District's sick leave policy.

2. **Employee Use of Paid Leave When Using FMLA/CFRA Leave**
Unless prohibited by law or agreement, employees may use their accrued leaves concurrently with FMLA/CFRA leave, including sick, vacation, and compensatory time off. Employees are required to use accrued sick leave during FMLA/CFRA leave if the leave is for the employee's own serious health condition.

3. **Vista Irrigation District's Right To Require An Employee To Exhaust FMLA/CFRA Leave Concurrently With Other Leaves**
If an employee takes a leave of absence for any reason, which is non-FMLA/CFRA-qualifying, the District may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

4. **Vista Irrigation District's and Employee's Rights If an Employee Requests Accrued Leave without Mentioning Either the FMLA or CFRA**
If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA-qualifying purpose, the District may ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. If the District denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, the District may inquire further into the reason for the absence. If the reason is FMLA/CFRA-qualifying, the District may require the employee to exhaust accrued leave as described above.

H. MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent, spouse or domestic partner, sibling, grandparent, or grandchild who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the District.

If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

1. **Time To Provide A Certification**
When an employee's leave is foreseeable and at least 30 days' notice has been provided, if a

medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the District's within the time frame requested by the District (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

2. Consequences For Failure To Provide An Adequate Or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the District's may delay the taking of FMLA/CFRA leave until the required certification is provided.

3. Recertification

If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.

4. Intermittent Leave Or Leave On A Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for himself/herself or for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

I. EMPLOYEE NOTICE OF LEAVE

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the District determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

J. REINSTATEMENT UPON RETURN FROM LEAVE

1. Right to Reinstatement

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee has been continuously employed during the FMLA/CFRA period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and District's the employee will be reinstated within two

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business days, where feasible, after the employee notifies the employer of his/her readiness to return.

2. **Employee’s Obligation to Periodically Report on His/Her Condition**

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

3. **Fitness-for-Duty Certification**

As a condition of reinstatement of an employee whose leave was due to the employee’s own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification may result in denial of reinstatement.

K. REQUIRED FORMS

Employees must fill out the following applicable forms in connection with leave under this policy:

1. “Request for Family or Medical Leave Form” prepared by the District to be eligible for leave.

NOTE: EMPLOYEES WILL RECEIVE A DISTRICT RESPONSE TO THEIR REQUEST, WHICH WILL SET FORTH CERTAIN CONDITIONS OF THE LEAVE;

2. Medical certification—either for the employee’s own serious health condition or for the serious health condition of a child, parent, spouse or domestic partner, grandparent, grandchild, or sibling;
3. Authorization for payroll deductions for benefit plan coverage continuation; and
4. Fitness-for-duty to return from leave form.

2.9 WORKERS' COMPENSATION

Workers' Compensation Leave may be requested and granted to employees for the purpose of recovery from a job related illness or injury that renders them unable to perform their regular duties. Workers' compensation leave shall run concurrently with Family and Medical Leave for those employees who are eligible. Employees on workers' compensation leave may coordinate their Workers' Compensation disability benefits with their accrued leaves (sick and vacation) not to exceed the employee’s basic wage rate. Compensation payments begin from the first day of hospitalization or after the third day following an injury where hospitalization was not necessary. Available vacation, sick leave, or compensatory time off may be used during the three-day waiting period. All follow up medical appointments, including therapy (physical, etc.) will be charged to the employee’s sick leave balance unless the employee notifies Payroll of the desire to use another available leave balance.

A. Employees are responsible for the following:

1. Immediately reporting any injury or illness to their supervisor no matter how minor;
2. Completing the required paperwork and submitting the documentation to either their supervisor or Human Resources/Safety personnel. This documentation should be completed the same day

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- as the incident unless the employee is hospitalized;
- 3. Timely submitting Work Status Reports provided by the physician to Human Resources/Safety personnel;
- B. Employees shall not qualify for Workers' Compensation benefits, even if the employee was injured on the job, if any of the following conditions occurred:
 - a. the employee was unlawfully using controlled substances;
 - b. the employee intentionally inflicted the injury or committed suicide;
 - c. the employee was engaged in an "altercation" in which he or she was the initial physical aggressor;
 - d. the employee was engaged in the commission of a felony, for which he or she has been convicted;
 - e. the employee was engaged in "horseplay" or "skylarking" on the employer's premises during a period when the employee is being compensated;
 - f. the employee was engaged in a voluntary off-duty recreational, social or athletic activity not constituting his or her work-related duties; or
 - g. the employee was going to or coming from work, unless the District exercises control over the employee's route, the employee's activities during the commute or the employee's mode of transportation.
- C. Employees found to be permanent and stationary and, thus, unable to return to work, shall no longer be eligible for inactive status and shall be separated from employment with the District or, when applicable, the District may apply for PERS disability retirement on the employee's behalf. The District will consider reasonable accommodation for any qualified individual with a disability or qualifying condition, as that term is defined under state and federal laws.
- D. When practical, the District may permit modified or light-duty assignments that accommodate the particular restrictions imposed by the treating physician. Light duty assignments are assignments that include modifications to job duties that go beyond reasonable accommodation obligation. Employees have no right to light duty assignments, but may work at light duty assignments when they are made available. Employees receiving Workers' Compensation benefits shall qualify for District provided health benefits at the District's expense during the period of Family and Medical Leave and when working at their regular duties or in a light duty capacity for at least 40 work hours in a calendar month. Light duty assignments will be made on a temporary basis and reviewed for confirmation regularly. No period of light duty will exceed four months in any consecutive twelve month period.
- E. Employees on Workers' Compensation Leave shall have the right to continuation of health benefits at District expense during the period of Family and Medical Leave. At the expiration of the period of Family and Medical Leave, employees shall be eligible to continue health benefits at their own expense consistent with the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Section Two – Attendance and Leaves

2.10 MILITARY LEAVE

Qualifying military leave shall be granted in accordance with the California Military & Veterans Code section 389 et. seq. and the federal Uniformed Services Employment and Reemployment Rights Act (“USERRA:” 38 U.S.C. Section 4301 et. seq.).

An employee employed for a minimum of one year with the District, who is called into military service with the United States Armed Forces, shall receive a paid leave of absence for the first 30 days of military service. An employee who is called into military service with the National Guard, regardless of his/her length of employment with the District, may receive a paid leave of absence, and accrue vacation and holiday privileges, for the first 30 days of active service with the National Guard.

Employees with at least one year of employment with the District, or at least one year of combined service with the District and the United States Armed Forces or National Guard, are entitled to pay for the first 30-days of temporary military leave with the United States Armed Forces or National Guard, and may continue to accrue the same vacation, sick leave, and holiday privileges for up to a maximum of 180 days. Temporary military leave is defined as ordered military duty for a period which by the order is not to exceed 180 calendar days, including travel time, for purposes of active military training, encampment, naval cruises, special exercises or similar activity as a member of the reserve corps or force with the United States Armed Forces, National Guard or Naval Militia.

An employee who is on military leave for less than 31 days will continue to receive health insurance through the District as he/she normally would at the time of leave and is only required to pay the employee’s normal share of cost. Employees on military leave for a longer period have the option to continue coverage for up to a 24-month period if the employee pays the full premium.

An employee will be entitled to reinstatement after military services depending on several factors, including, but not limited to, (1) whether the employee provided advance notice to the District of the military leave; (2) the length of the leave; and (3) after the leave, whether the employee reports to work, or submits a reemployment application within applicable statutory notice provisions.

An employee serving in active duty during war or national emergency, upon release from active duty, shall have the right of reemployment at any time within six months, but not later than six months after the end of the war or national emergency. The right to reemployment does not extend to an employee who fails to return to his or her position within 12 months after the first date he or she could terminate his or her active service.

An employee on military leave for reasons other than war or national emergency must seek reinstatement with the District within a manner and timeframe depending on length of his or her military leave as follows:

1-30 Days of Leave - The employee must report to the District no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service.

31-180 Days of Leave - The employee must submit an application for reemployment with the District not later than 14 days after the completion of the period of service.

More Than 180 Days of Leave - The employee must submit an application for reemployment with the District within 90 days after the completion of the period of service.

2.11 JURY DUTY LEAVE

District employees ordered to serve on jury duty are entitled to regular pay for up to two weeks of jury duty leave per calendar year. Time served on jury duty leave is not chargeable to employee's accumulated vacation, sick leave, or compensatory time off and the fee received from the court for serving on jury duty shall be retained by the employee. Employees on jury duty may be absent on paid District jury duty leave for up to 80 hours of jury service per calendar year. (An extension beyond the two-week maximum of paid jury duty may be made by the General Manager when an employee is serving on a jury that extends beyond the anticipated maximum duration of the trial.) Jury service falling on a District holiday or on employee's regularly scheduled day off is not payable as jury duty.

During the period of jury duty service, employees are expected to report either to their assigned work at the District or to the court during working hours. For example, if an employee is required to report to court at 10:00 AM, he/she must report to work at the District at his/her starting time. It is the responsibility of the employees on jury duty to advise their immediate supervisors of their jury schedule, which includes starting and ending on a daily basis.

2.12 COURT APPEARANCES

- A. District employees required to appear in court on a matter wherein the District is named shall be paid their regular pay for all time involved with said court appearance.
- B. District employees required to appear in court on personal matters not involving the District shall do so at their own expense. Accrued compensatory time off or accrued vacation time shall be used when available.
- C. District employees called as witnesses or subpoenaed on a matter deemed, in the opinion of management, in the public interest, may be granted paid District release time at the discretion of the General Manager.
- D. Any employee found guilty of a misdemeanor or felony may be terminated if the conviction is job related or if serving a sentence requires a request for a leave of absence without pay.

2.13 TIME OFF TO VOTE OR TO SERVE AS AN ELECTION OFFICER

Employees who are registered voters may request time off to vote at an election if the employee does not have sufficient time outside of his/her regular working hours to vote. The employee may, without loss of pay, take up to two hours of time off to vote. The time off for voting shall be only at the beginning or the end of the regular work shift, whichever allows the most free time to vote and the least time off from work. The employee shall give his/her supervisor at least two working days' notice of the need for time off to vote.

Employees will be given time off without pay (after first exhausting available compensatory time and vacation balances) after providing proof of their service as an election officer on Election Day.

2.14 TIME OFF FOR VOLUNTEER FIREFIGHTERS

Employees will be given time off without pay (after first exhausting available vacation and compensatory time off balances) to perform emergency duty as volunteer firefighters.

2.15 HOLIDAY ELIGIBILITY

Employees who are on paid status the entire workday before as well as the entire workday after a holiday shall receive compensation for eight hours of holiday time, which shall be considered as hours worked. Regular part-time employees compensated holiday time shall receive the equivalent to one-tenth (1/10) the number of regular scheduled hours in that employee's biweekly pay period during which the holiday occurred. Paid status includes regular time worked, light duty, and paid District leave only.

2.16 LEAVE TO PARTICIPATE IN MISCELLANEOUS ACTIVITIES

Employees who give reasonable notice will be permitted to request leave and be granted leave for any instances in which the District is required by law to permit leave. These activities include leave for the purposes of: meeting about their child's suspension, for participation in certain school activities with their child, for certain victims of domestic violence and for other purposes required by state or federal laws. These leaves will be limited to the leave periods required by law and no period of leave may exceed the limits provided in law, unless such leave is approved in advance by the General Manager. If paid leave (compensatory time off, then vacation) is not available, then leave without pay may be used for these purposes to the extent required by law.

2.17 LEAVE FOR VICTIMS OF CRIME

Any employee who is a victim of domestic violence, sexual assault, stalking, or other crime may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or their child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or paid leave, or compensatory time off.

2.18 LEAVE FOR REPRODUCTIVE LOSS

Any employee who suffers a "reproductive loss" defined as "the day or, multiple day events, the final day of a failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction including in vitro fertilization (IVF), or intrauterine insemination shall be eligible for up to five days unpaid leave. This leave is available to would-be parents, including the non-birth parent.

SECTION THREE - BENEFITS

3.1 GENERAL

The anniversary date for determining accrual of benefits shall be the date of employment for a regular employee and the date hired into regular status for a temporary employee. Temporary employees receive no fringe benefits except coverage by Workers' Compensation while on the job. Probationary employees will become eligible for certain benefits based on the applicable Agreements or Board Resolutions with the District. These are: the first of the month following hire date for health insurance, life insurance, vision care insurance, long-term disability coverage, and dental insurance; immediate participation in Public Employees' Retirement System (PERS); and immediate coverage under workers' compensation. Probationary employees accrue vacation, sick leave and holiday leave in accordance with the regular schedule from the first day of employment. Temporary employees do not accrue leave time of any nature.

- A. Definitions of active employees and active directors for the Purpose of Eligibility for Medical Insurance Coverage are as follows:
1. An active employee of the District is a person who is employed in a regular position with a regularly scheduled work week of a minimum of 20 hours each week.
 2. An active director of the District is a person who has been elected or appointed to a seat on the Board of Directors representing a division within the District boundaries for a specific term of office.
 3. The District has contracted with various medical insurance carriers to provide medical insurance to the active employees and active directors in accordance with the terms of the medical insurance company(s) contract.
 4. The District pays the premiums for active employees and active directors in accordance with the terms as specified in the current Agreement and Board Resolutions.
 5. The District offers no medical coverage through the contracted group plan(s) after an employee or Director has separated from the District other than conversion privileges that may be offered by the group plan carrier(s) in effect at the time of separation (*or access to retiree medical coverage in accordance with the Agreement [1991 Agreement], including subsequent amendments), or provided under Federal and State laws (i.e., Cobra).

3.2 LENGTH OF DISTRICT SERVICE

Length of service for all purposes (except service [longevity] awards calculation which are defined in the next paragraph), includes employment without interruption, including all days of attendance at work and authorized leaves of absence. Length of service does not include unauthorized absences or periods of suspension or layoff.

For purposes of service (longevity) awards calculations only, length of service includes all time served in regular District employment (excluding temporary employment), including all days of attendance at work and authorized leaves of absence, even if that service was interrupted by employment termination and reemployment at the District. Length of service for purposes of service awards does not include

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unauthorized absences or periods of suspension or layoff.

3.3 CONTINUATION OF BENEFITS

Employees and/or their dependents who would normally lose their health benefits due to changes in family or employment status may be eligible to continue in the District's group plan health benefits. Continuation would be for a limited time at the employee's or dependent's expense in accordance with federal (COBRA) and state law. Details of this program are available from the Human Resources Department.

3.4 CREDIT UNION

Employees are eligible for membership in the San Diego County Credit Union. Membership is voluntary. Payroll deductions may be arranged.

3.5 SOCIAL SECURITY

Federal Social Security (FICA) is required by law for every District employee. The District and the employee both make contributions to Social Security, and the amount paid by each is the prevailing rate as prescribed by Federal Law.

3.6 DEFERRED COMPENSATION PLAN

Regular employees are eligible to participate in deferred compensation plans as outlined in the applicable Agreement or Board Resolutions. Participation is voluntary by employee authorized payroll deductions.

3.7 DISCOUNT CARDS

Employees may be eligible for discount cards at various places of entertainment. These vary from time to time depending upon availability.

3.8 DISTRICT VEHICLES

District vehicles will be assigned on a 24-hour per day basis to individuals serving in positions that are approved for home storage of District vehicles by the General Manager. Employees may be assigned vehicles on a situational basis, such as while serving “on-call”, or they may be assigned vehicles for their regular use and to be home-stored. Employees assigned District vehicles must use the vehicles for their commute to work, whenever they are assigned on a 24-hour per day basis, whether situational or for regular home-storage.

- A. Employees assigned a District vehicle on a 24-hour per day basis are also authorized to use the vehicle for transportation to and from their residence and to store the vehicle at their residence when the vehicle is not being used for District business. These employees may also use the vehicle for de minimis personal uses, such as educational activities, personal errands during lunch breaks and on their way to and from work, and for medical appointments occurring during work hours.
- B. Employees assigned a District vehicle for “on-call” duty may use the assigned District vehicle in lieu of their personal vehicles for transportation to places/events to facilitate their availability during their authorized “on-call” duty as long as the response time to the District offices does not exceed 45 minutes.

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However, District vehicles may not be parked at or near bars, casinos, adult entertainment establishments or other locations likely to reflect poorly on the District.

- C. Employees assigned a District vehicle, whether on a 24-hour or “on-call” basis, are prohibited from hauling large personal purchases or items in the District vehicle.
- D. Employees assigned District vehicles on a 24-hour per day basis, shall be required to account for an appropriate amount (as determined by the IRS) for the commuting value (personal use) of the assigned vehicle. Each employee assigned a District vehicle on a 24-hour per day basis is responsible for Social Security and income taxes relating to the commuting value and must comply with Internal Revenue Service regulations relating to de minimus use.
- E. Transportation of non-District personnel in District vehicles for other than District business requires the approval of the General Manager or Division Director.
- F. Unless otherwise specified in this Manual, District employees may use District vehicles only for transportation required to perform their official District duties.
- G. Employees must comply with all District policies and procedures and must remain sensitive to the public's perception of them while using District vehicles. The transportation of firearms, alcoholic beverages or illegal drugs is prohibited.
- H. Use of any District vehicle outside of San Diego and Riverside Counties may be made only to attend trainings, or to represent the District at meetings or events with the prior approval of the employee's Division Director.
- I. Exceptions to this policy can only be made through written authorization by the General Manager or in the absence of the General Manager, the Division Director.
- J. The District has a Motor Fleet Safety Program, which describes the expectations for the operation of District vehicles and equipment. See Appendix G – Motor Fleet Safety Program.

3.9 LICENSE REIMBURSEMENT

The District will reimburse employees for the initial cost or renewal of a license, registration or certification that is job related or to the benefit of the District. Reimbursement shall not apply to any regular (Class C or equivalent) driver's license.

3.10 TRAVEL AND EXPENSE REIMBURSEMENT

A. OVERVIEW

The District reimburses staff for reasonable and necessary expenses incurred in connection with approved travel and training on behalf of the District. Employees should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. If a circumstance arises that is not specifically covered in this section, the most conservative course of action should be adopted.

B. DEFINITIONS

1. “Training”

Training is defined as job-related instruction or professional enhancement, which is usually provided to an employee during regular work hours at District expense. Regular, standing meetings of a professional organization (of which the District is a member) do not constitute training, but special training events or seminars sponsored by such an organization are covered under this section. Training includes attendance at conferences, seminars and professional or trade organization events.

2. “Travel”

Travel is defined as all modes of transport necessary for authorized attendance at meetings, conferences, seminars, training and professional functions that take place away from the District offices.

Travel outside of California, Nevada or Arizona requires authorization from the General Manager and Board of Directors. For the purposes of this paragraph, attending meetings as a representative of the District does not constitute travel and shall be considered an assigned duty.

C. AUTHORIZATION AND RESPONSIBILITY

The District will compensate employees for reasonable time spent in travel and reimburse the expenses resulting from lodging, dining, transportation and other authorized expenses reasonably incurred during District business. Travel must be authorized and employees should verify that planned travel is eligible for reimbursement prior to making travel arrangements. Employees should review reimbursement rules before spending personal funds for District travel to determine if such expenses are reimbursable. The District reserves the right to deny reimbursement of travel expenses for failure to comply with these rules.

So that reimbursement for District related travel expenses will not be considered taxable income to the employee for income tax purposes, the District’s reimbursement plan meets the rules of being an Accountable Plan in accordance with the Internal Revenue Code (IRC). As an Accountable Plan all expenses must have a business connection that is included in the supporting documentation accompanying the reimbursement request, the reimbursement request must be submitted within a reasonable period of time and should any excess reimbursement occur, it must be returned to the District within a reasonable period of time.

1. Travel Arrangements

All travel arrangements that can practically be made in advance, such as reservations for airfare, lodging and rental cars, will be made by the District unless otherwise approved by the General Manager. This will facilitate the ability to meet reservation deadlines, standardize methods of transportation, and minimize travel costs by using advance planning and group discounts. Known expense amounts may be authorized and paid by the District in advance of the employee's travel. Hotel accommodations, transportation, conference registrations and meal functions, are examples of these prepaid expenses.

2. Wages

The District will compensate eligible employees for reasonable time spent in travel in

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accordance with the FLSA. Reasonable travel time is the time spent in a cost-effective means of customary business travel to the selected location.

3. Overnight Travel

Non-exempt employees traveling and staying overnight are normally authorized to work only the total number of hours they were regularly scheduled to work, exclusive of applicable travel time. However, all employees traveling and staying overnight are considered by the District to be on flexible schedules. During flexible schedules, employees' starting times, meal period, rest periods, etc. may be adjusted in order to accomplish work without incurring overtime.

4. Transportation

The mode of transportation will be at the District's discretion. Some factors used in determining the mode will be cost, timeliness, time away from work, and reasonable employee preference. It is possible that these factors will conflict. The best choice for the District may not be the least expensive when other factors are considered. The employee's supervisor will decide which mode is in the District's best interest, which will hereby be referenced as the "preferred mode" of transportation. The preferred mode of transportation may be different from one event to the next or from one traveler to another.

a. Air Transportation

The District will endeavor to purchase all airline tickets in advance, taking advantage of any and all available discounts and low airfares.

b. Automobile

i. **District Owned:** Whenever practicable, and when auto travel is the preferred mode, the District will provide a vehicle to accommodate the trip. When this occurs, the District will reimburse the employee for tolls, parking, gasoline and other maintenance that may be required during the course of use.

ii. **Personal Auto:** When a District vehicle is not available or practicable, employees may use their personal vehicle. The District will reimburse employee at the current rate/mile as established by IRS, plus tolls, parking, etc. Gasoline, collision and liability insurance, and maintenance will be provided by the employee and is deemed covered in the rate/mileage reimbursement. Employees using personal vehicles on District business must maintain the automobile insurance coverage required by the State of California.

Adequate Accounting of miles reimbursed is required in accordance with IRC in order to substantiate the mileage reimbursement. Adequate Accounting for purposes of mileage reimbursement includes either a statement of the beginning and ending odometer reading for each business purpose or an online mapping source (such as MapQuest) showing beginning travel point and destination. The employee's normal daily commute to the District should be subtracted from the total miles requested for reimbursement.

iii. **Rental Cars:** The District will provide a rental car when practicable; often

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in conjunction with another mode, i.e., air transportation or rail transportation. Such rental car shall be of a similar size and class of District owned cars, unless upgrades are offered at no additional cost to the District. The District, through its insurance carrier, provides additional insurance coverage for collision.

- iv. **Miscellaneous Transportation:** Whenever practicable, bus, taxi, rail, shuttle, etc. transportation shall be used in lieu of or in conjunction with modes above.

If, for personal reasons, an employee prefers an alternate means of transportation over the determined preferred mode, reimbursement will be made at the District's preferred mode and after taking into account all factors used under "transportation" above.

5. Meals and Lodging

- a. Meals and Beverages

The District will reimburse employee or pay for prearranged meal functions and tips for reasonably priced meals during the course of travel. The maximum daily amount reimbursable for meals, including beverages, is \$85, plus service charges, room service fees and maximum 20% gratuities. The District will not approve alcohol purchases.

- b. Lodging

The District will reimburse employee or pay for prearranged accommodations in single rooms at conference hotels or in close proximity when applicable. In the absence of conference accommodations, normal single room business, government or commercial class accommodation may be obtained. Any lodging costs in excess of these standards, whether based on location, type of accommodations, number of occupants, etc., will be the sole responsibility of the employee.

6. Entertainment

The District will not cover expenses incurred for recreation or entertainment, except when such entertainment is part of a function of the event, i.e., meal functions that include entertainment with the meal.

7. Incidental Expenses

Unavoidable, necessary and reasonable authorized expenses will be fully reimbursed by the District. Some examples of allowable expenses are:

- a. Telephone Calls (Business)

All calls placed by the employee, to the District office, or for the purpose of conducting District business;

- b. Telephone Calls (Personal)

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Personal phone calls are to be paid by the employee. Employee will be reimbursed for one brief call to his or her residence for each day away from home;

c. Telephone Calls (Local)

Charges for local calls for meal or transportation reservations, or for area information related to travel;

d. Reasonable transportation to local restaurants and to optional functions, which are a part of conference events.

e. Room Service is not generally reimbursable except:

i. Upon late night arrival at a hotel;

ii. During illness of the employee requiring in-room convalescence.

iii. Other bona fide reasons. If room service is used for employee convenience, the District will reimburse for food costs only; all service charges will be the employee's responsibility.

f. Shared expenses

When appropriate and available, modifications and exceptions to this procedure will be allowed when sharing expenses is reasonable and economical. Such sharing may be among District employees, or involve personnel from other agencies. Such advantageous exceptions may involve reduced (e.g. two-for-one) airfares, larger auto rentals to accommodate a number of people, or taxicab or van usage in lieu of multiple bus or shuttle fares, etc.

8. Employee's Responsibility

a. District employees must submit a detailed statement for reimbursement. Reimbursement statements should be supported by vouchers and itemized receipts of all expenditures greater than \$10 for which reimbursement is being requested. Reimbursement statements must be submitted within 60 days after the expense was incurred. If a receipt is not provided or is lost, an explanation of the expenditure shall be included with the expense claim form.

b. When two or more employees combine an expense on one receipt, the employee requesting reimbursement shall indicate on the receipt (or attached to the "Request for Reimbursement" form), the identity of the other persons sharing expenses. This will facilitate approval of reimbursable expenses.

It is not necessary to separate the "actual" combined expenses incurred by multiple persons that appear on one receipt.

c. Expenses incurred by spouses or guests in excess of employee's expenses are the responsibility of the employee.

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9. Approving Officer's Responsibility

Supervisors are responsible for approving the travel expense reimbursements of their subordinate staff. It is their responsibility to assure that all employees have correctly applied all provisions of the above and other applicable District policies.

3.11 EDUCATIONAL ASSISTANCE

The purpose of the District's tuition refund program is to encourage employees to obtain education that enhances their job skills. The District will reimburse employees for satisfactory completion of college, trade or vocational school courses related to their current position, or to position(s), including promotions, closely related to the employee's current job. In order for an employee's tuition refund to be approved, the classes must benefit the District by providing or enhancing a needed job-related skill of the District. The tuition refund program provides annual reimbursement not to exceed \$3,200 per calendar year for tuition, parking, and books. The District will pay a one-time bonus of \$500 to employees receiving a job related Degree (Associate's, Bachelor's, Master's or Doctorate). The one-time bonus of \$500 will be applicable once for each Degree awarded to the individual employee.

Under the tuition refund program, employees may be reimbursed, up to the authorized maximum per calendar year, for classes, books and parking. In order to be eligible for reimbursement, classes must be taken at appropriately accredited colleges, universities, trade or vocational schools and completed with a grade of C or better. The tuition refund program does not provide fees for conventions, conferences, symposia, or seminars sponsored by professional, technical, or other non-educational organizations.

Classes related to the employee's current job that are strictly necessary for the retention of that job, status or pay rate, are eligible for reimbursement without resulting in taxation withholdings. This includes the refunding tuition, parking and transportation costs, and is applicable to the extent permissible by IRS law or regulation. In order to be eligible for reimbursement that is not subject to taxation, employees must complete the appropriate form(s) and meet all requirements of IRS law or regulation. Otherwise, all other tuition reimbursements are subject to taxation in accordance with IRS law and regulation.

For the purposes of this policy, Associate's Degrees or Bachelor's Degrees are considered job-related for all technical, supervisory, professional and managerial jobs ("B" and "C" Band positions, or equivalent, in the District's Decision Band Method [DBM] classification system, which includes A, B, C, and D Band positions). In order to qualify for tuition refund, the class must be related to the employee's position or to a degree in a field with a nexus to the employee's job, or to a District job that would be a reasonable career promotion. This nexus is interpreted in a broad sense. For example, "A" Band employees might reasonably prepare for promotion to a "B" Band District position; "B" Band employees might reasonably prepare for promotion to a "C" Band District position; and "C" Band employees might reasonably prepare for promotion to a "D" Band District position. However, the degree being pursued must be in a field that might benefit the District. Advanced degrees (graduate degrees) are considered job-related for all Director level positions ("D" Band positions) provided that the advanced degree is awarded in some field that might benefit the District. In order to qualify for advanced degree tuition refund, the degree must have a nexus to the employee's job or to a District job that is a reasonable related career promotion.

Regular, full-time employees are eligible to participate in the tuition refund program, if they have met or exceeded expectations on their most recent (not more than 12 months old) performance report in their ratings for attendance and tardiness. Employees desiring to participate must obtain an Education Assistance Request Form and obtain written permission from their supervisor, Department Head and Human Resources Manager prior to class attendance. Reimbursement for fees will be made after the satisfactory completion of the class with a

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grade of C or better. Employees must submit proof of satisfactory class completion within 30 days of receipt of their grades. District reimbursement is limited to employee's out-of-pocket expenses when other coinciding reimbursements such as scholarships or veteran's benefits are taken into account.

The District reserves the right to suspend the tuition reimbursement program at any time for budgetary reasons. Such suspension will not apply to those classes already approved by the Human Resources Manager.

A. CLASS APPROVAL PROCEDURES:

1. The employee must complete a **Request for Class Approval Form (Appendix B)** in advance of class attendance and include a brief justification of the relevance of the class to their current job or a closely related position. If the class is relevant to a promotional opportunity, the employee must specify the job title of the promotional classification closely related to the employee's current job. Employee must include a description of the class from catalogs or other school publications. Employee should be prepared to provide additional information if requested at any step in the approval process. If the class is required to maintain employee's current job, status, or pay rate, employee must indicated the applicable job requirement.
2. The supervisor shall review the description of the class and justification, to determine its relevance to the performance of the employee's duties or the duties of a closely related promotional position. In general, a supervisor's approval is assurance of the following: 1) that the class is relevant to the employee's District employment, 2) that the employee's attendance of the class is in the best interest of the District, and 3) that the employee has no documented attendance or tardiness problems that might be exacerbated by participation in night classes.
3. The supervisor shall submit the employee's request and background material to the Department Head for review and approval.
4. The Department Head will forward the approved request to the Human Resources Manager for approval and processing.
5. The Human Resources Manager will review the request, and if approved, return a signed copy of the form to the employee.

B. REIMBURSEMENT PROCEDURES:

1. Employees must complete and submit to the Human Resources Office a **Request for Tuition Reimbursement Form (Appendix C)** and attach an approved copy of the **Request for Class Approval Form (Appendix B)**. After class completion, employees must submit their grade and receipts for their compensable expenses to the Human Resources Office.
2. The Human Resources Manager will review the submitted materials and process the request for reimbursement.

Failure to follow the above procedures may result in disallowance of all or portions of their reimbursement claim.

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3.12 COMPUTER PURCHASE PROGRAM

A. PURPOSE

The goal of this program is to elevate the computer skills of participants by encouraging the purchase and use of personal computers and software.

B. ELIGIBILITY

Any full-time District employee who has satisfactorily completed his/her initial probationary period or Board member is eligible for a loan under the program.

C. LOAN TERMS

1. The maximum of \$1,500 will be loaned at any one time.
2. A promissory note (Appendix E) between the District and the participant is required. The promissory note will outline the responsibilities of the participant, terms of loan, payroll deduction arrangements and other conditions of the program. Participants should read the promissory note carefully and sign and date it before returning their application.
2. Upon approval, the participant may purchase computer hardware and/or software and then submit the receipt(s) for reimbursement. A check will be made payable to the participant for the amounts of receipts submitted. Computer system purchases made prior to receiving approval will not be reimbursed.
3. Loan payments will be made through payroll deduction on a bi-weekly basis at a rate of \$50.00 per pay period. Loans will be made for a period of 30 pay periods, but may be paid earlier at the participant's request without prepayment penalties.
4. Loans are due and payable in full upon termination of employment for any reason. The participant hereby authorizes the District, to the extent permitted by law, to withhold from his or her final pay, including sick leave and vacation pay-off, any amount remaining under this agreement.
5. No changes will be made to the original loan amount or the original promissory note after the loan is issued.
6. A new loan will not be granted earlier than three years from the effective date of the previous loan.
7. Participant agrees not to sell, trade, return or otherwise dispose of the hardware or software until the loan has been paid in full. Participant also agrees the usage of the hardware/software will be limited to the participant's own use and that of his/her immediate family and any reassignment or transfer of the hardware/software or the promissory note will result in the cancellation of this loan. Violation of these provisions will require participant to immediately pay the District the remaining amount due on the loan.
8. The District does not assume any liability for damage or theft of equipment.

D. HARDWARE AND SOFTWARE REQUIREMENTS

1. **Hardware.** Computers purchased under this program must be capable of running the District’s office applications. Eligible hardware purchases include new computer systems (desktops, laptops, and fully functioning net books and tablets), modems, scanners, printers, uninterruptible power supplies (UPS), related recycling fees, taxes and shipping charges, and extended warranty agreements offered at the time of purchase.
2. **Software.** Microsoft office applications are eligible for purchase under this program. Anti- virus software is recommended and is also eligible to purchase under this program. No other software purchases are eligible under this program; however, all participants must comply with all software licensing requirements for their use of any hardware purchased under this program.

Note: Microsoft Office may be available to purchase at a discounted price under Microsoft’s “Home Use Program.” Check with the Information Systems staff for details.

3. **Non-eligible purchases.** Used hardware or software is not eligible to be purchased under this program. Digital cameras, smart phones, GPS units, mp3 players, personal digital assistants (PDAs), or any other stand-alone electronic devices are not approved for purchase under this program. Additionally, costs related to installation, training, repairs, telephone or cable lines, on-line services, furnishings, or any other initial or ongoing costs are not eligible for funding under this program, and are the sole responsibility of the participant.
4. Participants are solely responsible for installing, maintaining and supporting items purchased under this program. Further, resolving vendor or delivery problems with the hardware or software purchased under this program is the sole responsibility of the participant.

E. PROCEDURES

1. Obtain price quote(s) from vendor(s) for hardware and software to be purchased.
2. Complete Computer Purchase Program Loan Request form (Appendix D). This requires the participant to list the type of hardware and software to be purchased and the price. Attach a copy of the price quote.
3. Submit all loan request and support materials to the Director of Administration or designee for review and approval *PRIOR* to purchasing the hardware and software to ensure loan approval.
4. Once the loan is approved, the participant may purchase the hardware and software and then submit for reimbursement using the Computer Purchase Program Loan Request form. Receipts listing the hardware and software purchased and the prices must be submitted with the form to the Director of Administration or designee. Packing slips must also be submitted for hardware and software being ordered via mail order catalog or on-line through the internet.
5. Complete and sign the Promissory Note/Authorization for Payroll Deduction form (Appendix E).
6. Payroll deductions (per pay period) will begin at the beginning of the first pay period following the issuance of the funds to the participant.

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F. IRS/TAX QUESTIONS

Participant is responsible for reporting any sales and use tax not paid at the time of purchase on their California Franchise Tax Board form (e.g. Form 540).

Questions regarding tax consequences of participation in this program should be directed to a reputable tax advisor.

G. LIMITATIONS

1. Loans will be made to participants on a first-come, first-serve basis, until the loan fund is depleted. As funds become available through loan repayment, additional loans will be processed.
2. Total loans outstanding under this program will not exceed \$25,000.

3.13 SERVICE AWARDS

The District recognizes the importance of public service. Employees will be acknowledged for their years of service in five year increments (e.g. five, ten, fifteen, etc.) in the form of “Service Awards”. Service Awards may be in the form of gift cards or service pins. The monetary value of Service Awards shall be at the discretion of the General Manager or his/her designee.

3.14 RETIREE GIFTS FROM THE BOARD OF DIRECTORS

The Board of Directors, under the authority of the General Manager, has customarily made gifts to retiring employees who are present to receive the gift at a Board Meeting. Eligibility is limited to employees retiring from the District and from PERS. The gifts are purchased by the Purchasing Agent. Purchases should be tasteful and in keeping with the decorum of the Board. Gift cards, credit or cash are not acceptable gifts. The General Manager has established guidelines for these expenditures and all gifts are considered taxable compensation, unless exempted by the IRS. Gift limits can be adjusted from time to time by the General Manager. The amounts available for gifts are \$20 per full year of District Service, to a maximum of 20 years or \$400. The minimum gift is \$100. As this is, in effect, an official gift, employees may not contribute to augment the amount available.

SECTION FOUR – PERSONAL RIGHTS AND RESPONSIBILITIES

4.1 APPEARANCE

- A. Employees are expected to utilize good judgment in determining their dress and appearance. Appearance should be neat, clean, in good business taste, and not constitute a safety hazard. Likewise, clothing should be in good business taste, neat, clean, free of wrinkles, not torn, appropriate in size, and not constitute a safety hazard.
- B. Certain positions at the District require that a uniform be worn. The uniform identifies the individual as a District employee. Uniforms should always be neat and clean. Uniforms furnished by the District are to be worn during working hours unless otherwise approved by the District.
- C. Employees who are in positions that do not require uniforms are expected to wear business/professional attire Monday through Thursday. In choosing their business/professional attire, employees are expected to utilize good judgment. Clothing in general should be neat, clean, free of wrinkles, not torn, appropriate in size and be in good business taste. Clothing should also not constitute a safety hazard.
- D. Examples of clothing articles that are not appropriate business/professional attire in most work environments would include, but are not limited to, sportswear such as shorts, jeans, halter or tank tops, T-shirts, sweatpants, sweatshirts, athletic shoes, tops revealing cleavage or a décolletage neckline and flip-flops. Also, clothing with bare backs or midriffs or any other revealing or extreme attire is not considered appropriate.
- E. While business/professional attire will be worn by non-uniformed employees on Monday through Thursday, Fridays are designated as “Casual Day.” On Fridays non-uniformed staff is allowed to wear District-issued T-shirts, jeans, and athletic shoes as long as they are neat, clean, free of wrinkles, appropriate in size, and not faded and/or torn. Casual Day attire is not appropriate on other days, unless exceptions are approved by the Division Head on special occasions such as office cleaning day or other similar reasons.
- F. The General Manager may designate “Special Attire Days” to permit attire reflective of local professional sport teams, holidays, etc.
- G. The implementation of these guidelines will recognize the differences in men's and women's clothing, e.g. dress sandals may be appropriate for a woman but not a man, or likewise, a blouse or shirt without a collar may be appropriate for a woman but not a man.
- H. Exceptions to the above guidelines may be made when working in the field or performing certain strenuous activities at the authorization of an employee's supervisor.
- I. Employees of the District are expected to project a professional appearance while at work. Therefore, all employees are expected to adhere to the following policies with regards to tattoo and body piercing:
 - 1. No employee is permitted to display tattoos on the head, face, or neck (above the collar of a standard dress shirt). Employees shall not display any tattoo that is obscene, sexually explicit, discriminatory or harassing based on any protected class under the law and/or gang

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related. An employee with any non-conforming visible tattoo is required to cover the tattoo.

2. Except for earrings, no other visible body piercing such as eyebrow and/or nose rings, barbells, and plugs are allowed. An employee wearing visible body piercing that is non-conforming or one that constitutes a safety hazard must wear a clear plastic piercing or remove or cover the piercing at work.
- J. Employees are advised that the District has the right to enforce this policy consistent with its discipline policies outlined in this Manual. Employees that violate the dress code on multiple occasions will be subject to progressive discipline.

4.2 USE OF TOOLS, SUPPLIES, MATERIALS AND EQUIPMENT

- A. The District provides, at no cost to the employee, all tools, supplies, materials and equipment necessary for the performance of job functions and duties, except for District Mechanics, who shall provide their own tools.
- B. Employees are responsible for all tools and equipment assigned to him/her.
- C. Each employee to whom tools and equipment are assigned shall immediately report to his/her supervisor any repairs required or damaged incurred to any said tools or equipment.
- D. Any tools stolen or broken will be repaired or replaced by the District unless such theft or breakage is the result of gross negligence of the employee.
- E. Each employee shall utilize District owned tools, equipment, supplies and materials for District work only.
- F. District owned tools, equipment, supplies or materials shall not be willfully or negligently destroyed, misused, or rendered unfit for their intended use by an employee. To do so will be deemed sufficient cause for appropriate disciplinary action.

4.3 PERFORMANCE

- A. Employees are expected to perform their duties to the best of their abilities.
- B. Employees will be evaluated individually on their job performance according to established procedures, included but not limited to quality and quantity of work produced, employee's work habits, attitude, and attendance.
- C. All District employees are subject to being called out for emergencies.

4.4 PERFORMANCE FEEDBACK PROCEDURES

A. THE METHOD OF PERFORMANCE FEEDBACK

Performance Feedback is the on-going dialogue between supervisors and employees to improve performance and work habits. It is a mutually beneficial process in which supervisors and employees alike benefit from improved communication and understanding of day-to-day work activities. The District encourages supervisors to converse and give regular feedback to employees, to coach, offer advice, and provide comments on performance and work habits. The primary purpose of regular feedback is to provide employees with prompt notice of both positive and negative performance and work habits.

While positive feedback is usually appreciated, discussions with employees about substandard performance can be difficult. No one enjoys hearing that they aren't doing the job. Still when performance falls below an expected level, supervisors must take action. To make these discussions easier and more effective, supervisors are encouraged to develop the foundation for successful communications long before problems arise. Working relationships that are based upon mutual respect and open communications are sound foundations for effective feedback communications. For these reasons, the District redefined its "performance evaluation" system into a more dynamic process of interaction called Performance Feedback.

In the final analysis, supervisors are responsible for judging, and creating a lasting record of their judgments, of the quality and quantity of work as well as the work habits of employees. The Performance Feedback Form and rating method is intended to summarize feedback sessions, coaching, counseling, discipline and both positive and negative significant events in the employee's work history. The Performance Feedback Form is not intended to be a disciplinary document by itself; however, it must include and document all significant disciplinary actions that have occurred during the rating period. While supervisors are encouraged to provide prompt and on-going verbal feedback to employees, they are required by the District to provide formal written feedback in accordance with these procedures.

1. Performance Feedback Forms are completed at minimum intervals of one year and are intended to provide objective, consistent and fair work performance feedback to employees.
2. The rating considerations and the standards of performance are intended to be similar for all employees in the same class, and should bear a fair relationship to the duties and responsibilities of each employee. While standards for rating performance are similar, individual employees may have wide differences in their interpersonal styles and learning preferences. Therefore, supervisors have wide discretion to use various tools to improve communication and learning effectiveness. For example, some supervisors may find it useful to discuss and develop mutually agreed upon performance standards with employees holding the same or similar positions. Others may wish to use tools such as mutual ("360 degree") feedback instruments or alternative teaching and learning methods. For employees in management, supervisory and certain other positions, supervisors may establish and review on a periodic basis: goals and objectives related to the mission of the department, division or the District itself (it is recommended that these sessions occur separately from the formal Performance Feedback session). Supervisors are encouraged to discuss where the employee's position fits into the overall organization and how they help accomplish the missions of the department and the District. None of these suggested "tools" is required and this is not intended to be an all-inclusive list of options. The above are provided merely as examples of means that may be useful to improve communication effectiveness. However, in general, ratings should be based upon understood expectations of performance for the rated position.

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3. Supervisors (Raters) should prepare a draft Performance Feedback Form and collaborate on the rating with the supervisor's immediate supervisor (Reviewer). Draft Performance Feedback Forms are based upon the judgment of the immediate supervisor with input from the Reviewer prior to the interview with the employee. The draft Performance Feedback Form is then discussed with the employee at the formal feedback interview and the employee is invited to comment upon the feedback. The draft ratings may change based upon this discussion. If there are any substantial changes in the ratings as a result of this discussion, they must be presented for approval by the Reviewer. In cases of unreconciled differences of opinion, the Reviewer's decision shall ordinarily prevail and the employee shall receive a copy of the Performance Feedback Form that is modified to reflect the Reviewer's final decision. The employee, Rater and Reviewer must then acknowledge the modification to the final document by initialing any changes.
4. The formal feedback interview is a private review and discussion between the employee and the Rater.
5. The employee is entitled to receive a copy of his/her Performance Feedback Form and any narrative or special reports, or draft versions that were presented.
6. The Performance Feedback Form can be considered as a tool in the guidance, training, and general development of individual employees. The Performance Feedback Form is also used as evidence of an employee's positive and negative work history in subsequent disciplinary actions, grievances or hearings.
7. A Performance Feedback Form that has been improperly processed may be appealed through administrative channels. Employees must follow the "chain-of-command" ultimately to the General Manager. The General Manager will review the investigation on the processing of the form and make a final disposition of the case. The General Manager may confer with the employee prior to the final disposition. An appeal may be based only on the following:
 - a. The employee was not rated; or
 - b. The Performance Feedback Form was not discussed with the employee; or
 - c. The rating or comments were changed without the employee's knowledge; or
 - d. If a normal step increase (based upon the normal intervals of service) was unfairly withheld (not for reason of substandard performance or work habits).

B. FORMAL FEEDBACKSCHEDULES

Supervisors complete employee Performance Feedback Forms in accordance with the following schedule:

1. Regular employees shall receive Performance Feedback Forms once per year on the anniversary of their last formal Performance Feedback rating period (or immediately before any step increase). While more frequent feedback is highly encouraged, a schedule of more frequent "formal" Performance Feedback Forms is usually not desirable. In the event of substandard performance that continues at unacceptable levels (in spite of supervisory efforts to correct the performance), or if there is a single significant incident or a series of events that

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is clearly demonstrative of substandard performance, supervisors should resort to warnings or other discipline. Supervisors should consult the District disciplinary policies when considering the level of discipline that is appropriate to call the seriousness of the concern to the attention of the employee. The Performance Feedback Form is not intended to be the first means of calling a problem to the attention of an employee.

2. New (probationary) employees are considered to be undergoing continuous testing and evaluation that is a continuation of the hiring process of interviews and testing. They receive formal Performance Feedback Forms at three months, six months, and at the completion of their one-year probationary period.
3. Regular employees who are promoted serve probationary periods similar to new employees. They, too, are subject to a formal testing and evaluation period and receive Performance Feedback Forms at six months and at the completion of their one-year probationary periods.
4. Supervisors shall prepare a draft Performance Feedback Form and submit it for approval of the reviewer; Human Resources Manager and General Manager prior to the denial of scheduled step increase or before an employee's receipt of a step increase or merit increase.
5. The Human Resources Manager can authorize exceptions to the annual "formal" feedback sessions and issue more frequent Performance Feedback Forms. This is usually undesirable, as progressive discipline may be the appropriate means of correcting patterns of substandard performance or work habits. In addition, for more routine performance lapses, employees may more easily accept regular informal coaching. Supervisors may elect to conduct informal "evaluations" of an employee as a means of providing on-going coaching. These coaching evaluations should be summarized on the next annual Performance Feedback Form. When performance does not improve as a result of coaching or other assistance, it is more appropriate to warn the employee (or use other discipline) rather than to issue a series of formal Performance Feedback Forms.

C. PROCESSING PERFORMANCE FEEDBACK FORMS

1. Performance Feedback Forms are prepared for each employee by the Human Resources Department and distributed to the immediate supervisor (Rater) two to four weeks prior to the end of the rating period (or before a step anniversary). Current job descriptions will be provided at the same time.
2. If an employee has served sufficient time in the position, an Employee Pay Status Change Form will also be forwarded to the supervisor. This form should be completed when the employee has performed in a satisfactory manner and the supervisor is recommending a step or merit increase (advancement of a step). The signed Employee Pay Status Change Form should be attached to the draft Performance Feedback Form (which, if applicable, includes text recommending/denying a step or merit increase). These forms are submitted via the chain of command to the level of General Manager for approval prior to the Rater's interview with the employee.
3. The Performance Feedback Form should be completed within 30 days after the end of the rating period. The Human Resources Manager can approve exceptions to this deadline for good cause; such as illness; leave; or by prior agreement between the rater and employee, or for some compelling business reason that is explained to the employee. The rating period (ordinarily an immutable period that is one year from the conclusion of the last rating period—or

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immediately before a step increase is due) can be adjusted by the Human Resources Manager for good cause.

4. Employees may refuse to sign the Performance Feedback Form, even though signing the form is not an admission or agreement with its content. If a refusal occurs, the supervisor should allow the employee to have until the conclusion of the next business day to reconsider the decision. If the employee again refuses to sign, the supervisor must note the employee's refusal to sign and include a notation that the employee had been given an opportunity to reconsider the decision. The supervisor must verbally read the Discrimination/Harassment Free Workplace Acknowledgement and note the employee's response. It is often desirable to have the reviewer witness the refusal and initial the notation of refusal. No further action is required, as the form will then be processed as though the employee had signed the document.
5. The Human Resources Department will provide each Division Head with a summary schedule of upcoming due dates of Performance Feedback Forms.
6. Upon completion of the interview with the employee, the final Performance Feedback Form should be signed by the employee (including signing the Discrimination/ Harassment Free Workplace Acknowledgement) and the supervisor. The employee should be given a copy of this form, even though it is a draft document until it has been approved and signed by the Reviewer. The Reviewer is not required to approve any revisions to the form if it contains substantial changes from the previously version agreed upon with the Rater. If the Reviewer does not approve the changes, s/he may strike out the changes, note the date changed and initial them. The form is then promptly returned to Rater to explain and discuss modifications with the employee. This discussion should be completed in an expedited manner and the employee should initial the changes. If this results in delay of more than 30 days after the close of the rating period, this delay should be explained to the Human Resources Manager and a notation explaining the delay shall be included on the form or as a cover memo in the employee's personnel file. The original executed forms must be returned to the Human Resources Department for processing. If a step increase has been approved, a signed change of payroll status form should accompany the Performance Feedback Form.
7. The Human Resources Manager reviews and initials all Performance Feedback Forms. Copies will be forwarded to the employee and supervisor with the original forwarded to the employee's personnel file. Pay changes, if any, will be forwarded to Payroll.

D. PREPARATION OF THE PERFORMANCE FEEDBACK FORM

1. The Rater should prepare the draft Performance Feedback Form, preferably in pencil or stamped "draft" to reinforce that the form is a changeable document and review the suggested form with the Reviewing Supervisor/Manager prior to meeting with the employee. After the Rater and Reviewer agree upon a draft form, the employee is presented the draft and invited to enter into a discussion of the form's content and ratings. The employee's responses must be taken into consideration before finalizing the document.
2. When considering the various factors on the Performance Feedback Discussion Guide, the Rater needs to take into account the following:
 - a. The employee should be rated based upon the Rater's (supervisor's) judgment as to the level of proficiency reasonably expected of a worker holding the position at the journey level (typically Step E). However, in the case of newer employees, Raters should take into account the time it takes to become proficient. In these cases, employees who are

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otherwise performing in a satisfactory manner should not be rated as unsatisfactory unless the progress of learning and acquisition of new skills is unacceptable.

- b. The overall rating should take into account all of the relevant factors included in the Performance Feedback Discussion Guide. However, it is not necessary or required to rate employees in each individual category considered in the "discussion guide" section of the form. In general, for ratings of the individual categories or for comments in general, it is advisable to give specific examples of performance and work habits. In particular, it is useful to reference previous discussions, counseling or coaching that occurred during the rating period.
 - c. The rating must be based only upon actions and events that took place during the period of time covered on the form (rating period). As the rating period is not over until completion of the last day, no Performance Feedback Form can be issued to the employee until the rating period is concluded.
3. The overall rating is based on the following:
- a. **Satisfactory Performance**
In order to qualify for an overall satisfactory rating, an employee must have achieved performance expectations and demonstrated suitable work habits relevant to the position. For employees learning new positions, a satisfactory rating does not mean that an employee is fully qualified--it is confirmation that progress has been satisfactory. However, an employee should not be placed at the E step of the range until the employee is fully functioning at the "journey" level for the position, in all aspects of performance and work habits. An employee receiving an overall satisfactory rating who has served sufficient time in grade is eligible for step advancement.
 - b. **Unsatisfactory Performance**
If in the Rater's and Reviewer's judgment an employee has demonstrated a pattern of unacceptable performance or work habits (or even a single significant instance or event of substandard performance), it is permissible and advisable to rate the employee as unsatisfactory. Employees who receive a disciplinary notice at the level of written reprimand or higher, are not to be rated as satisfactory in the applicable rating period and are ineligible for a step increase. Employees who receive lesser discipline may receive a satisfactory rating if the discipline is considered to be minor in comparison with the overall performance of the employee during the entire rating period. Expectations of performance should be based on the performance of an experienced worker holding the position in a Step E (except as previously noted for employees learning new positions). It may be useful to note significant and specific performance deficiencies under the appropriate categories on the Performance Feedback Discussion Guide. Probationary employees may have a number of areas needing improvement and still be rated satisfactory overall while they are in an initial period of intense learning.
 - c. **Step Increase**
To receive a step increase, a regular employee must be recommended for advancement on the Performance Feedback Form. For a regular step increase, the employee must have worked in the position (exclusive of time on leave without pay) a sufficient time in accordance with the District's Agreements or Board Resolutions.

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Step increases can be accelerated (Merit Increase) for outstanding performance documented by the supervisor on the Performance Feedback Form. Any recommendation for step increase is reviewed via the “chain of command” to the level of General Manager. Normally, the time worked requirement is one year for an increase for steps A through E. Leave time is not considered as time worked for purposes of completion of probationary periods. Unpaid leave is not considered to be time worked for purposes of step advancement (unless, in certain cases subject to law, a specific type of unpaid leave is required to be counted as paid leave). For regular employees (non-probationary employees), incidental periods of paid leave are usually not sufficient to delay step increases unless the overall performance of the employee is not satisfactory. Supervisors are not authorized to offer step or merit increases to employees until approved by the General Manager.

4.5 NEPOTISM AND FRATERNIZATION

A. PURPOSE

The purpose of this section is to establish the nepotism and fraternization policy for the District. This section is intended to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or even the appearance of favoritism; prevent personal/family conflicts from affecting the workplace; and decrease the likelihood of sexual harassment and/or gender discrimination in the workplace.

B. DEFINITIONS

The following definitions apply to each section:

1. A "romantic and/or sexual relationship" exists when two District employees become personally involved with each other to the point that there is dating, exchange of personal affection, sexual or physical intimacy and/or cohabitation.
2. The term “dating” includes but is not limited to one or more social meetings under circumstances that may lead to exchange of personal affection, and sexual or physical intimacy.
3. “Cohabitation” applies to those employees who live together, share room and board or sire children, without being married to one another. Employees that live together in a strictly platonic relationship (i.e. based on economic considerations) are excluded from the definition of “Cohabitation”.
4. A “significant other” means a relationship between an employee of the District and another individual and includes the terms spouse or domestic partner.
5. The terms “department(s) and divisions” are defined as those units of employees commonly recognized as working together as a group within the District and include but are not limited to, the Departments/Sections within Administration, Field Services, Engineering and Water Resources divisions.
6. A “supervisor” is defined as any individual appointed by the District within a Division, Department/Section or unit to assign, oversee, reward or discipline employees within their

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reporting authority and empowered to use independent judgment. For purposes of this policy, the term may also include Manager and Director job titles.

7. A “subordinate” is defined as an employee within a direct “chain-of-command” of a recognized Division, Department/Section or unit that reports to a supervisor responsible for assigning him/her work, administering discipline or completing their Performance Feedback.

C. FRATERNIZATION

1. Romantic Relationships Between Supervisors and Subordinate Employees Are Prohibited.

Public trust, safety and District morale require that employees avoid the appearance of a conflict between their professional responsibilities and any involvement that they may have in a romantic or sexual relationship with other District employees. In order to promote efficient operation of the District and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, morale, and possible claims of sexual harassment and/or gender based discrimination, romantic and/or sexual relations between supervisors and subordinate employees are prohibited. This policy shall apply to all employees in the direct “chain of command” wherein the supervisor is responsible for assigning, overseeing, rewarding, disciplining or completing the performance feedback for the subordinate employee.

2. Romantic Relationships between Co-Employees in the Same Department/Section Are Prohibited

Public trust, safety and District morale require that employees avoid relations that may negatively impact the efficient operation of the District. In order to promote efficient operation of the District and to avoid formation of cliques and factions, claims of sexual harassment and gender based discrimination, and the blurring of professional and personal responsibilities and relationships in the workplace, romantic and/or sexual relationships between co-employees in the same Department/Section are prohibited.

3. Enforcement

The District reserves the right to investigate situations in the workplace to determine whether a romantic and/or sexual relationship exists and therefore presents a possible violation of this Policy. If the District determines that a proscribed relationship (as defined by this policy) exists, remedial and/or disciplinary measures, including but not limited to a transfer, reassignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this policy.

- a. The District retains the right to refuse to place employees engaged in relationships prohibited by this policy in the same department where it has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.
- b. In order to implement such policies, and where the above circumstances exist and mandate that employees shall not work in a prohibited relationship, the District will attempt to transfer one party to the proscribed relationship to a similar classified position in another District Department, should such a position exist, be available, and should the employee possess the skills and qualifications necessary to perform the essential duties of the position. Although the wishes of the involved parties as to which individual will be transferred will be given consideration by the District, the controlling factor in determining who is to be transferred shall be efficiency of the District. If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be the subject of any form of

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administrative appeal.

- c. In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which an employee in a proscribed relationship can be transferred, that employee may continue to be employed within the same District department subject to approval by the Division Head and the General Manager or his/her designee. However, any such continuing employment is predicated upon both subject employees not reporting to the same immediate supervisor; not being supervised by each other; not working the same shift at the same work site; or, otherwise becoming involved in a work environment having the potential for adverse impact on supervision, safety, security or morale.
- d. If continuing employment of employees in a relationship prohibited by this Policy cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one of the parties from District employ. Absent resignation by one affected employee the higher level employee, of the involved employees shall be subject to separation. In the event of separation, applicable and governing due process procedures shall be applied.
- e. All employees are subject to any and all employment-related actions by the District, that are permissible pursuant to existing District policies and procedures, to address conduct related to nepotism and fraternization that may be negatively impacting the work environment.

D. NEPOTISM

It is an express finding of the District that the situation specified in this section, the employment of relatives as that term is defined herein, is contrary to appropriate District goals of safety and efficiency. The purpose of this section is to define those specific circumstances and to delineate the manner in which such employment issues will be addressed.

For purposes of this policy, "relative" means spouse, domestic partner, child, stepchild, parent, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, legal guardian and/or significant other as defined herein and in the fraternization policy, and/or any other individual related by blood or marriage living in the same household as the District employee.

An employee, for purposes of this section, is defined as any person who receives a District payroll check for services, full or part time, rendered to the District.

Relatives of employees shall not be employed in the same Division, Department/Section or unit of such a relative at any time by the District as further proscribed below.

As of the effective date of this Policy, District employees who are related (as defined herein) shall not be affected in their current job status except when the General Manager or his/her designee determines that the circumstances of that employment raises an undue hardship upon the other employees within the particular work unit and that such continued employment is detrimental to the supervision, safety, security and/or morale of the particular work unit.

It is found by the District that a business purpose exists and dictates that a prohibition on employment of relatives within District departments is essential to safety and efficiency when such employment

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results in any of the following:

- a supervisor-subordinate relationship; the employees having job duties, which authorize performance of shared duties on the same or related work assignment;
- both employees being under the jurisdiction of the same immediate supervisor; or
- an adverse impact on supervision, safety, security and/or morale.

E. EFFECT OF POST-EMPLOYMENT MARRIAGE OR CREATION OF OTHER “RELATIVE” STATUS OF DISTRICT EMPLOYEES

In determining rules and regulations governing the employment of District employees who become related, as defined herein, after commencement of District employ, the District is guided by the principles enunciated in the California Fair Employment and Housing Act (FEHA) which prohibits discrimination on the grounds of marital status. However, FEHA and its Regulations defining the same do authorize restrictions being placed upon married District employees (or upon people deemed related as a result of marriage [i.e., in-laws]) where for business reasons of supervision, safety, security or morale, the employer may refuse to place one spouse or other relative under the direct supervision of another spouse or other relative and refuse to place both spouses or other relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples or other relatives than for other persons. (Cal. Code Reg., tit. 2, section 7292.5; Government Code section 12940(a)(3)).

Recognizing the principles stated above, the District determines that “marital status” is defined as an individual’s state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purpose of this policy. Further, a “spouse” is defined as a partner in marriage.

The District retains the right to refuse to place one spouse or other relative under the supervision of the other spouse or relative where there is a potential for creating adverse impact on supervision, safety, security or morale.

The District retains the right to refuse to place both spouses or other relatives in the same department where doing so has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

In order to implement these policies, and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the Human Resources Department will attempt to do any of the following: Attempt to redefine the job responsibilities of the related employees within the Department to minimize the conflict, if the redefinition of job status is not feasible, will attempt to transfer one spouse or other relative to a similar classified position in another District department. Although the wishes of the involved parties as to which spouse or other relative is to be transferred will be given consideration by the District, the controlling factor in determining who is to be transferred shall be operating efficiency of the District. If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which a spouse or other relative can be transferred, the District may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the employee with the least employment experience/service with the District may be discharged by the General Manager. Married or other related employees may continue to be employed within the same

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District department subject to approval by the Department Director and the General Manager or his/her designee. However, any such continuing employment is predicated upon both spouses or other similarly situated relative as defined in this Policy not reporting to the same immediate supervisor, not being supervised by each other, not working the same shift at the same work site; or, otherwise becoming involved at a work environment having the potential for adverse impact on supervision, safety, security or morale.

It is the duty of all involved employees who are in a situation prohibited under this policy to immediately notify their supervisor either in person or through the chain of command that a situation exists in which the involved employee may be in violation of this policy. The District reserves the right to reasonably investigate the situation and determine whether the employee has violated this policy.

4.6 POLITICAL ACTIVITY

Employees shall not engage in political activity of any kind during working hours. Prohibited activity shall include, but is not limited to, soliciting money, influence, service, or any other valuable thing to aid, promote, or defeat any political committee or the nomination or election of any person to public office, while on the job during working hours. No person shall attempt to coerce, command, or require a person holding, or applying for, any position, office, or employment with the District to influence or give money, service, or other valuable thing to aid, promote, or defeat any political committee, or to aid, promote, or defeat the nomination or reelection of any person to public office. The rights of District employees to register and vote as they choose shall not be infringed.

4.7 FRAUD IN THE WORKPLACE

A. PURPOSE

The District's fraud policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against the District. It is the intent of the District to promote consistent organizational behavior by providing guidelines to clarify what acts are considered to be fraudulent, describing the steps to be taken when fraud or other related dishonest activities are suspected, and providing procedures to follow in accounting for missing funds, restitution, and recoveries.

B. SCOPE

The District is committed to protecting its assets against the risk of loss or misuse. It is the District's intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. Accordingly, it is the policy of the District to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the District and, when appropriate, to pursue legal remedies available under the law.

This policy applies to any irregularity, or suspected irregularity, involving employees in the course of District employment. Any investigations required will be conducted in accordance with the District's discipline policy.

C. POLICY

Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation, or concealment of material fact for the purpose of personal gain or inducing another to act upon it to his or her detriment or injury.

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Each member of the management team will be familiar with the types of improprieties that might occur within his or her areas of responsibility, and be alert for any indication of irregularity. Any irregularity that is detected or suspected must be reported immediately to both the Director of Administration and the Human Resources Manager, who will coordinate all investigations with the District's Counsel and other affected parties, both internal and external.

D. DEFINITIONS

1. “Fraud” and other similar irregularities include, but are not limited to:
 - a. Claim for reimbursement of expenses that are not job related or authorized under established policies and procedures.
 - b. Forgery or unauthorized alteration of documents (checks, timesheets, leave forms, agreements, purchase orders, budgets, promissory notes, etc.)
 - c. Misappropriation or unauthorized use of District assets (funds, securities, supplies, furniture, equipment, etc.)
 - d. Improprieties in the handling or reporting of any cash transaction.
 - e. Obtaining profit or personal gain as a result of "insider" knowledge of District activities.
 - f. Disclosure of confidential information to outside parties.
 - g. Authorizing or receiving payment for goods not received or services not performed.
 - h. Computer related activity involving the unauthorized copying, alteration destruction, or manipulation of data, of or within District owned software or databases.
 - i. Misrepresentation of information on documents.
 - j. Any violation of Federal, State, or Local laws related to dishonest activities or fraud.
 - k. Making decisions based on receiving anything of material value from those doing, or wishing to do, business with the District including vendors, consultants, contractors, lessees, applicants, and grantees.
 - l. Supervisors directing subordinates to perform actions that could be construed as dishonest or fraudulent activities.
 - m. Any other dishonest or fraudulent act or similar or related irregularity.
2. “Employee” in the context of this policy refers to any individual or group of individuals who receive compensation, either full-time, part-time, or on a temporary basis from the District. The term also includes any volunteer who provides services to the District through an official arrangement with the District.
3. “Management” in the context of this policy refers to any director, manager, supervisor, or other individual who manages or supervises funds or other resources, including human

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resources.

4. “Investigator” in the context of this policy refers to any person or persons assigned by the General Manager or his/her designee to investigate any fraud or similar activity.
5. “External Auditor” in the context of this policy refers to independent audit professionals who perform annual audits of the District's financial statements.

E. GENERAL CONSIDERATIONS

1. Each Division and/or Department/Section of the District is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud is appropriation, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indication of such conduct.
2. The Investigator, in conjunction with the District's Counsel, has the primary responsibility for the investigation of all activity as defined in this policy.
3. Employees will be granted protection from retaliation when acting in accordance with this policy. When informed of a suspected impropriety, neither the District nor any person acting on behalf of the District shall take any retaliatory action to:
 - a. Dismiss or threaten to dismiss the employee.
 - b. Discipline, suspend, or threaten to discipline or suspend the employee.
 - c. Impose any penalty upon the employee.
 - d. Intimidate or coerce the employee in any manner.
4. Upon conclusion of the investigation, the results will be reported to the General Manager.
5. The General Manager, following the review of the investigation results, will take appropriate action regarding employee misconduct. Disciplinary action can include termination, and referral of the case to the District Attorney's Office for possible prosecution.
6. The District will pursue every reasonable effort, including court ordered restitution, to obtain recovery of District losses from the offender, or other appropriate sources.

F. PROCEDURES

1. Board of Directors

- a. If a member of the Board of Directors has reason to suspect that fraud or impropriety has occurred, he or she shall immediately contact the General Manager and inform him or her of the facts and circumstances.
- b. The Board of Directors shall not attempt to investigate the suspected fraud or impropriety or discuss that matter with anyone other than the General Manager.

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- c. The alleged fraud or resulting investigation shall not be discussed with the media by any person other than the General Manager in consultation with the District's Counsel and the Investigator.

2. Management Responsibilities

- a. Management is responsible for being alert to, and reporting, fraudulent or related dishonest activities in their area of responsibility.
- b. Each manager should be familiar with the types of improprieties that might occur within his or her areas of responsibility and be alert for any indication of improper activity, misappropriation, or dishonest activity that is or was in existence in their area.
- c. When an improper activity is detected or suspected, management should determine whether an error or mistake has occurred, or if there may be dishonest or fraudulent activity.
- d. If management determines a suspected activity may involve fraud or related dishonest activity, they should contact both the Director of Administration and the Human Resources Manager. If management cannot determine or is not sure as to whether an item is an error or mistake as opposed to dishonest or fraudulent activity, they should contact their immediate supervisor.
- e. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions.
- f. Management should support the District's responsibilities and cooperate fully with the Investigator, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of criminal acts, including the prosecution of offenders.
- g. Management shall give full and unrestricted access to any and all necessary records and personnel. All District furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.
- h. In dealing with suspected dishonest or fraudulent activities, great care must be taken. Therefore management should avoid the following:
 - i. Incorrect accusations
 - ii. Alerting suspected individuals that an investigation is underway
 - iii. Treating employees unfairly
 - iv. Making statements that could lead to claims of false accusations or other offenses.
- i. In handling dishonest or fraudulent activities, management has the responsibility to:
 - i. Make no contact (unless instructed to do so) with the suspected individual to determine facts or demand restitution. Under no circumstances should there be any reference to “what you did”, “the crime”, “the fraud”, “the

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misappropriation”, etc.

- ii. Avoid discussing the case, facts, circumstances, suspicions, or allegations with anyone outside the District, unless specifically directed to do so by the General Manager or the District's Counsel.
- iii. Avoid discussing the case, facts, circumstances, suspicions, or allegations with anyone inside the District other than employees who have a need to know such as the General Manager, Director of Administration, Human Resources Manager, Investigator, or the District's Counsel.
- iv. Direct all inquiries from the suspected individual, or his/her representative, to the General Manager or the District's Counsel. All inquiries by an attorney of the suspected individual should be directed to the District's Counsel. All inquiries from the media or any other outside source should be directed to the General Manager.
- v. Take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the Human Resources Department in conformance with the District's Rules and Regulations and the appropriate Agreement.

3. Employee Responsibilities

- a. A suspected dishonest act, fraudulent incident or practice, observed by or made known to an employee must be reported to the employee's supervisor as soon as possible for reporting to the proper management official.
- b. When the employee believes the supervisor may be involved in the inappropriate activity, the employee shall make the report directly to the next higher level of management and/or the General Manager.
- c. The reporting employee or employees shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested or instructed to do so by the General Manager, the District's Counsel, Investigator, or law enforcement personnel.

4. Investigator Responsibilities

- a. Upon assignment by the General Manager or his/her designee, the Investigator will promptly investigate the fraud.
- b. In all circumstances where there appears to be reasonable grounds for suspecting that an illegal act has taken place, the Investigator, in consultation with the District's Counsel, will contact the appropriate law enforcement personnel.
- c. The Investigator shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
- d. If evidence is uncovered showing possible dishonest or fraudulent activities, the Investigator will proceed as follows:

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- i. Discuss the facts, circumstances, and findings with management and the relevant Division Head for the purpose of obtaining as much information as possible regarding the alleged or possible dishonest act or fraudulent activity.
- ii. Advise management, if the case involves staff members, to meet with the Human Resources Manager (or designated representative) to determine if disciplinary actions should be taken.
- iii. Report to the External Auditor such activities in order to assess the effect of the illegal activity on the District's financial statements.
- iv. Coordinate with the District's Risk Manager regarding notification to insurers and filing insurance claims if appropriate.
- v. Take immediate action, in consultation with the District's Counsel, to prevent the theft, alteration, or destruction of evidentiary records.
- vi. At the conclusion of the investigation, the Investigator will make recommendations to the appropriate department(s) for assistance in the prevention of future similar occurrences, to the extent possible.
- vii. Upon completion of the investigation (including all legal and personnel actions), all records, documents, and other evidentiary material obtained from the department under investigation will be returned by the Investigator to that department.

5. Exceptions

There will be no exceptions to this policy unless provided and approved by the General Manager and the District's Counsel.

4.8 SOCIAL MEDIA

A. PURPOSE

The District acknowledges that its employees use social media sites in their personal lives. This policy is intended to provide direction in their use of social media sites when they are off duty and participating in social media activities that could impact the District, including the potential inappropriate use of social media and texting as it pertains to employees, customers, and/or possibly clients.

B. DEFINITIONS

“Social Media” and “Web 2.0” are umbrella terms encompassing the various activities that integrate technology, social interaction, and content creation. Through social media, individuals can create Web content, can organize, edit or comment on content, as well as combine and share content. Social media and Web 2.0 use many technologies and forms, including Web feeds, blogs, wikis, photo and video sharing, podcasts, social networking, fansites, mashups, and virtual worlds.

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C. POLICY

1. Do not use District time or property for personal social networking activities.
2. Be honest and transparent about your identity when you are posting or blogging. Be clear to your audience that you are blogging or posting as a private individual and not representing the District.
3. Include appropriate disclaimers that you are not speaking on behalf of the District when blogging or posting about topics that may be identified with the District.
4. Do not promote the District anonymously. If you are authorized by your supervisor to represent the District in social media, say so.
5. Do not disclose, post or blog about confidential or proprietary District information. If you discuss a work situation, do not identify individual co-workers or District customers or clients in a manner that violates their rights, including their privacy rights.
6. Use good and ethical judgment. To the extent your social media use impacts District employees, customers and clients, follow District policies and regulations as applicable, including but not limited to those that protect individual privacy rights, anti-discrimination and harassment policies, and other relevant District policies.

This policy is not intended to and will not be applied to improperly restrict employees from engaging concerted union activity, including discussing their wages, hours and working conditions with other employees while off duty.

4.9 COMPUTER AND ELECTRONIC COMMUNICATION

A. PURPOSE

The objective of this policy is to provide clear and concise direction regarding use of the District's computers, electronic mail (e-mail) system, and other electronic communication resources.

B. POLICY

The District encourages the use of computers and other electronic communications resources to share information in support of its mission of public service and to conduct its business. This policy governs all computers, laptops and other electronic communications resources including, but not limited to, the Internet, the Intranet, electronic mail (e-mail), texting, voice-mail, cellular telephones, pagers, personal digital assistants, telecommunications devices, video and audio equipment, wireless networks, data systems telecommunications equipment, transmission devices, data processing or storage systems, computer systems, servers, networks, input/output and connecting devices, software, and documentation that supports electronic communications services.

1. Computer Software and Hardware

The District prefers that all software purchases and installations be coordinated through Information Systems. Users may be required to purchase software on an exception basis. Users shall not install any software application on District computers. Users may request special software applications be installed (by assigned District personnel) on District

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computers through their Division Head. The District adheres to all applicable software copyright policies and will not install software without a license.

Users shall not attempt to change the configurations or set-ups on any District computers or workstations. This is the sole responsibility of assigned District personnel.

2. Electronic Communications (e-mail)

The District's e-mail system is an official communication tool for District business and is intended for District-related purposes only. All e-mail communications regarding District business are the property of the District. The District reserves the right to retrieve and make proper and lawful use of any and all communications transmitted through the e-mail system.

The District respects the individual privacy of its employees. However, an employee cannot expect privacy rights to extend to work-related conduct or the use of District-owned equipment or supplies. Consequently, e-mail users shall have no expectation of privacy in communications sent over the District's e-mail network. This is true even of e-mail that is personal in nature and is unrelated to District work. Use of the District's system for personal e-mail is at the employee's sole risk.

The District may access any messages in the e-mail system at any time. Access may occur for reasons of, but not be limited to, random review, situations indicating impropriety, violation of District policy, legal requirements, suspected criminal activities, breach of electronic mail security, locating substantive information that is not more readily available by some other means, or for the performance of routine maintenance.

Confidential communications with attorneys of the District for the purposes of facilitating legal work or legal advice should have protection of the attorney-client privilege. Such e-mail should bear the legend "Confidential: Attorney-Client Privilege" in the subject line. Please Contact the Human Resources Manager if you have any questions about whether to treat particular e-mail communications as subject to attorney-client privilege or other legal protections.

In addition, applicable law, including the California Public Records Act, may under certain circumstances require disclosure of materials even if they are designated as PRIVATE.

An official e-mail address is established and assigned by the District to each employee. All District communications sent via e-mail will be sent to this address. District employees must use the official District e-mail, instead of their private e-mail address (such as yahoo, Hotmail, etc.) when communicating District business via e-mail.

The District uses spam and obscenity filters to protect users from unwanted and unsolicited e-mails. Occasionally a valid business related e-mail will be inadvertently blocked. Upon request, Information Systems staff will release business related e-mail. E-mail without a valid business purpose, which has been blocked by these filters, will not be released.

Computers and other electronic communications resources must be used in compliance with applicable statutes, regulations, and the District's policies including those that require a work environment free from discrimination and harassment. Electronic communications should conform to the same standards of propriety and respect as any other verbal or written communication at the District. Employees are expected to use common sense and judgment to avoid any communication, which is disrespectful, offensive or illegal.

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The District, as the provider of access to computers and electronic communications resources, reserves the right to specify how those resources will be used and administered to comply with this policy. It is important to realize that the message content sent from the District's account reflects upon the District (positively or negatively) to those who receive the message. Employees may be subject to disciplinary action for using District computers and electronic communications resources in a manner other than for their intended purposes, or in a manner that violates applicable laws, rules and policies.

Electronic communications to recipients on systems outside of District pass through systems and networks not managed by the District. The privacy and confidentiality of these messages is, therefore, not assured. In addition, some delivery methods and networks impose legal restrictions regarding the nature of messages allowed. Users are expected to comply with all such regulations. Employees and other users of District computers and electronic communications resources may create criminal and civil liability for themselves and the District by using outside or third party systems in an offensive, defamatory or illegal manner and in such event employees and other users may be subject to disciplinary action up to and including termination.

3. **Incidental Personal Use**

Computers and electronic communication resources are provided by the District to facilitate the performance of District work. Incidental personal use is secondary, and should not (i) interfere with the District's operation of computers and/or electronic communications resources; (ii) interfere with the user's employment or other obligations to the District, or (iii) burden the District with noticeable incremental costs. Incidental use of the District computers and electronic communications resources should clearly indicate that the use is personal. Users of computers and electronic communications resources shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the District unless appropriately authorized to do so. The District is not responsible for any loss or damage incurred by an individual as a result of personal use of District computers and electronic communications resources.

4. **Privacy Limits**

The California Public Records Act requires the District to disclose specified public records. In response to requests for such disclosure, it may be necessary to examine electronic communications records that users may consider to be personal to determine whether they are public records that are subject to disclosure.

All communications transmitted using District computers and/or electronic communications resources, whether or not related to personal or confidential matters, are subject to monitoring, at the District's discretion. The District monitors communications transmitted using District computers and electronic communications resources in the ordinary course of business for purposes that include ensuring their reliability and security. The existence of passwords and "message delete" functions do not restrict or eliminate the District's ability or right to access electronic communications.

Employees should *not* communicate their private, privileged, or confidential information, including but not limited to personal attorney client communications, financial or medical information and other privileged information, using District computers and/or electronic communications resources. Employees who do communicate their private, privileged or confidential information using District computers and/or electronic communications resources

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will be deemed to have waived any privilege or privacy rights in those communications, even where those communications are made via personal password-protected accounts using the District computers and/or electronic communications resources.

Additionally, the District may be required to produce information transmitted or stored on its computers and/or electronic communications resources pursuant to a court order, subpoena, or statute.

5. Retention

Electronic mail should *not* be kept, either electronically or in hard copy, unless retention is required by law or where its retention would serve a useful purpose for the District.

Employees are responsible for the management of their mailboxes. All users of District computers and/or electronic communication resources should review electronic mail at least weekly and any permanent electronic communications that are needed for District business should be filed appropriately either in a separate folder, network location, or printed out and filed in the appropriate subject file. Non-work-related electronic mail messages should be immediately and permanently deleted (the same day the message is received).

All incoming, sent, deleted and junk electronic mail that is older than two years may be deleted from the electronic mail system. Employees that are required to retain specific emails for business purposes longer than two years shall transfer emails of a confidential nature to their personal drive (H:\) and operational emails to the department drive (Z:\).

Electronic mail is not backed-up on a permanent basis. The District stores electronic mail only to the degree that allows the District to restore current electronic mail in the event of a systems failure. Although deleted e-mail sometimes can still be retrieved by forensic means, it is extremely burdensome to do so. Employees should not assume that deleted e-mail can be retrieved.

6. Restrictions

The information sources accessible via the Internet are worldwide and constantly growing in kind and number. It is not possible for any Internet access provider to fully manage the types of information accessible by its systems and users, especially with regard to content limitations. Nonetheless, the District reserves the right to restrict access to any data source, at its sole discretion. These restrictions do not constitute an implication of approval of other non-restricted sources.

Without exhausting all the possibilities, the following are examples of inappropriate use of the District computers and electronic communications resources:

- a. Exposing others unwillingly, either through carelessness or intention, to material which is offensive, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment.
- b. Any use that may, for a reasonable person, create or further a hostile attitude or give offense on the basis of race, color, religion, national origin, citizenship, ancestry, marital status, gender, disability, age, veteran's status or sexual orientation.
- c. Communicating confidential District information to unauthorized individuals within or outside of the District.

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- d. Sending messages or information which conflicts with applicable law or District policies, rules or procedures.
- e. Sending messages to mailing groups (e.g. All District Employees, etc.) that are not business related.
- f. Sending messages, making statements or forwarding written or graphical material in e-mail that may harm the District's reputation because the message was sent from a District's computer system that may in turn be mistaken for an official statement of the District's position on an issue.
- g. Sending messages for any private, profit-making activity (e.g., "for sale" notices, want ads, etc.).
- h. Sending messages in support or opposition to campaigns for candidates for elected offices or ballot measures.
- i. Sending messages of a religious nature unlawfully promoting or opposing religious beliefs.
- J "Snooping" or obtaining access to the files or electronic mail of others for the purpose of satisfying idle curiosity, with no substantial business purpose.
- k. "Spoofing" or constructing an e-mail so it appears to be from someone else.
- l. Attempting to access unauthorized data or break into any District or non-District system.
- m. Engaging in theft or the unauthorized copying of electronic files or data.
- n. Performing acts that are wasteful of computing resources or unfairly monopolize resources to the exclusion of others is prohibited. These acts include, but are not limited to sending mass mailings or chain letters and creating unnecessary network traffic.
- o. Intentionally misrepresenting one's identity for improper or illegal acts.
- p. Engaging in unlawful activities;
- q. Engaging in commercial activity or activity for financial gain, not under the auspices of the District;
- r. Engaging in recreational use of the District computers and electronic communications resources that interfere with the ability of the employee or other users to conduct District work. This includes, but is not limited to, downloading or uploading software, games, or shareware and using streaming audio or video (e.g. radio station, music services, television broadcasts, videos, etc.). Employees are also prohibited from downloading and using instant messenger (IM).

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4.10 SMOKING (SMOKE FREE WORKPLACE ACT 1995)

Smoking and electronic smoking devices (also known as electronic cigarettes or “e-cigarettes”) are not permitted in any enclosed structures or buildings. This paragraph also applies to employees and visitors who enter the work setting or environment which includes all District facilities.

Smoking and use of electronic smoking devices is allowed outdoors in designated areas only. Smoking and use of electronic smoking devices is not allowed in District owned vehicles.

4.11 PERSONAL TELEPHONE USE

Employees are encouraged to keep all personal phone calls, faxes, and e-mail communications to a minimum. Friends and relatives should be discouraged from calling or interrupting workflow unnecessarily during working hours. Personal calls, faxes, or e-mails should be made/sent during break periods or lunch whenever possible. Personal long distance, fax, or toll calls are to be charged to the employee's own telephone number or long distance calling card or otherwise paid for by the employee.

4.12 DISCIPLINE

A. PURPOSE AND DEFINITION

It is important that all employees perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a rule, policy, or procedure, or commit an act that is inappropriate. Discipline is a means of calling unsatisfactory performance or conduct to an employee's attention and of resolving such concerns by the use of punitive notices, loss of pay, or dismissal.

B. POLICY

Unless otherwise specified by a Memorandum of Agreement or Board Resolution, the following constitutes the District's policy regarding disciplinary actions. District Policy provides that formal discipline shall consist of the following actions: discharge, demotion, and suspension.

C. THE DECISION TO DISCIPLINE

In the event formal discipline is proposed, the District will consider the reason(s) for discipline, and, at its discretion, exercise the level of discipline, if any, that is most appropriate to resolve the situation. Some of the factors that should be considered in making a decision about the use of discipline are: the facts and circumstances surrounding the case, including the risk to the public and the risk to the safety, property, efficiency or reputation of the District, or to individuals in its employ; and the employee's work history, including any previous discipline or corrective actions. Consideration will be given to the employee's service history, performance record, and explanation or response to the proposed reason for discipline. These factors will be contemplated and determinations will be made concerning the employee's amenability to various levels of discipline, and the likelihood that the conduct or unsatisfactory work performance will recur.

The District does not limit itself to pursuing a fixed progression of disciplinary actions. After consideration of the facts and circumstances, the District reserves the right to take any disciplinary action, up to and including discharge. However, the District recognizes that most performance or conduct problems are amenable to actions lesser than discharge.

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D. AUTHORITY TO DISCIPLINE

Supervisors have the authority to issue written warnings and may request and recommend more serious disciplinary actions. Formal disciplinary notice such as suspensions, disciplinary demotions, and discharges must be issued under the authority of the General Manager.

E. PROGRESSIVE DISCIPLINE

Efficient utilization of discipline may often involve a process called "progressive discipline". In progressive discipline, each disciplinary action builds upon the last related disciplinary action, often with increasing consequence to the employee, until the problem is resolved. The progressive discipline process is the preferred approach of the District in resolving most disciplinary concerns.

The range of disciplinary options available to correct employee performance problems includes informal discipline, which includes Counseling (Memo) and Written Reprimand. Formal discipline commonly occurs in the progression of suspension, (oftentimes followed by a second suspension) and discharge. The District may, however, proceed directly to any step in this progression, or skip steps in the common progression after consideration of the factors leading to a decision to discipline. Although one or more steps may be taken in connection with a particular employee, no formal order or system is obligatory in the District's administration of discipline.

Formal disciplinary actions are, in effect, notices that the employee's performance or conduct is unacceptable and, particularly in the case of suspension that the employee is in jeopardy of discharge should performance problems or inappropriate conduct recur. The exercise of formal discipline should occur when the facts and circumstances merit severe action, or after progressive approaches have been attempted and found to be unsuccessful. The District has the sole discretion to determine under what circumstances discipline and dismissal are appropriate.

Although discipline is considered to be one method of improving performance problems or inappropriate conduct, it is not the only method available to the District. The District may decide that it is best to train and counsel employees to improve their performance or work habits, refer employees to the Employee Assistance Program for personal problems, and if necessary, orally or verbally warn employees without resorting to formal disciplinary action.

F. DESCRIPTION OF THE TYPES OF DISCIPLINE

The types of personnel actions and/or discipline are:

1. Counseling Memo

A counseling memo shall be retained in the supervisor's file and may not be appealed under this policy. The employee shall receive a copy of the counseling memo. The employee has the right to have a written rebuttal attached to the memo in the supervisor's personnel file.

2. Written Reprimand

The supervisor may warn an employee by furnishing him/her with a written statement of the specific reasons for the reprimand. A copy of the reprimand will be retained in the employee's personnel file and may not be grieved or appealed. The employee has the right to have a written rebuttal attached to the reprimand in the employee's personnel file.

3. Suspension

The General Manager, or designee, may suspend an employee from his or her position for

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cause. Documents related to a suspension shall become part of the employee’s personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and appeal as provided herein. FLSA-exempt employees are not subject to suspension except for violation of a workplace conduct rule.

4. Demotion

The General Manager, or designee, may demote an employee from his or her position for cause. Documents related to a demotion shall become part of the employee’s personnel file when the discipline is final. An employee subject to demotion shall be entitled to the prior written notice and appeal as provided herein.

5. Discharge

The General Manager, or designee, may discharge an employee from his or her position for cause. Documents related to discharge shall become a part of an employee’s personnel file when the discipline becomes final. A discharged employee is entitled to prior written notice and appeal based upon the terms described herein.

An employee who has received a discipline at the level of a written reprimand or higher shall be rated as unsatisfactory on their Performance Feedback and shall be ineligible for a “step” increase.

G. PROBATIONARY AND AT-WILL EMPLOYEES

The following categories of persons can be terminated at-will and have no rights to any of the pre- or post-disciplinary processes or procedures in this Policy: (1) temporary employees, (2) provisional or seasonal employees, (3) probationary employees, (4) any person who serves pursuant to a contract, and (5) any person who is designated “at-will” in any District policy, document, acknowledgement, resolution or ordinance. Notwithstanding any provision in this policy, any regular employee who is exempt from the overtime provisions of the FLSA is not subject to any disciplinary penalty which is inconsistent with his or her FLSA overtime-exempt status.

H. REASONS FOR DISCIPLINE

In general, the District may, at its sole discretion, discipline employees for unsatisfactory performance or work habits, violation of a rule, policy, or procedure, or committing an act that is inappropriate.

It is not possible to provide employees with a complete list of every possible reason for discipline. However, in order to provide employees with guidance concerning unacceptable behavior, the following are some examples of types of conduct considered impermissible. Employees who engage in any misconduct or whose performance is unsatisfactory may be subject to disciplinary action, up to and including the possibility of immediate discharge. The list below is not intended to be all inclusive, it is intended to simply provide some examples of reasons for discipline, including:

1. Falsification of or making a material omission on sheets, records, or verbal or written reports, including time sheets, application materials, business records, and investigatory reports or statements;
2. Actual, threatened, or implied physical violence toward a District employee;
3. Possession or bringing of firearms, contraband, weapons, alcohol, illegal drugs, explosives, or chemicals on or to District property;

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4. Insubordination: refusing to follow a supervisor's lawful directions, undermining a supervisor's authority, repeated expressions to subordinates of disdain and disrespect for the District or superior staff, refusing to cooperate with an investigation, or other disrespectful conduct to a supervisor;
5. Unauthorized possession or removal of District property or employee property, records or other materials;
6. Destroying or damaging District or employee property, records or other materials;
7. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard;
8. Disclosing confidential District or District employee information;
9. Failing to disclose knowledge of a condition, situation, or event that renders an employee (including one's self) unsafe or unlawful in the performance of a function of an employee's job;
10. Using, possessing, distributing, transferring, or being under the influence of alcohol or drugs, while on duty, while on company property, or while operating a company owned or leased vehicle;
11. Sleeping, carelessness, or inefficiency while on duty;
12. Inappropriate use of leave or leaving the work site without approval prior to the end of a scheduled work shift;
13. Unlawful harassment of another employee or groups of employees;
14. Tardiness;
15. Engaging in horseplay;
16. Engaging in non-District employment or any outside business practices or other such enterprises or activities that conflict with or are inimical to District employment. This shall include any outside business or enterprise that impedes employees from devoting all their time and efforts, during their assigned work hours, to their assigned duties;
17. Improper use or misrepresentation of the office or position of District employment or of District authority for personal gain, or to discredit the District or District employees;
18. Making false statements or spreading false rumors or innuendo that is contrary to the maintenance of good order, damaging to the District's reputation, or the morale of District employees;
19. Unexcused absences or job abandonment. (Abandonment of one's job in the absence of compelling circumstances is considered a resignation or a reason for immediate termination);
20. Unsatisfactory performance or work habits;
21. Violation of a District's regulation, policy or resolution; or violation of any department rule or

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- procedure;
22. Absence without authorized leave;
 23. Excessive absenteeism and/or tardiness as defined by the Human Resources Manager these Policies, or Memorandum of Agreement;
 24. Use of disability leave in a manner not authorized or provided for pursuant to the disability leave policy or other policies of the District's;
 25. Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
 26. Malfeasance or misconduct, which shall be deemed to include, but shall not be limited to the following acts or omissions:
 - a. Conviction of a felony. "Conviction" shall be construed to be a determination of guilt of the accused by a court, including a plea of guilty or nolo contendere, regardless of sentence, grant of probation, or otherwise.
 - b. The damaging of District's property, equipment, or vehicles, or the waste of District's supplies through negligence or misconduct;
 27. Dishonesty;
 28. Theft;
 29. Disobedience;
 30. Misuse of any District's property, including, but not limited to: physical property, tools, equipment, District's communication systems, or Intellectual Property;
 31. Mishandling of public funds;
 32. Discourteous treatment of the public or other employees;
 33. Failure to cooperate with employee's supervisors or fellow employees;
 34. Violation of the District's Alcohol and Drug-Free Workplace Policy;
 35. Violation of a District policy or procedure about the use of equipment;
 36. Violation of the District's Policy Against Harassment, Discrimination and Retaliation;
 37. Violation of a District workplace security policy or procedure;
 38. Any conduct that impairs, disrupts or causes discredit to the District's, the employee's employment, to the public service, or other employee's employment;
 39. Failure to comply with Occupational Safety and Health Administration Safety Standards and the District's safety policies;

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40. Failure to report to his or her supervisor any contact with criminal authorities (such as police) which may affect employment with the District;
41. Altering, falsifying, and tampering with time records, or recording time on another employee's time record; or working overtime without prior authorization.

4.13 DISTRICT HEARING PROCEDURES FOR EMPLOYEES

The following procedures will be used in applicable post-disciplinary hearings (suspensions/terminations).

A. HEARING OFFICER

The General Manager shall appoint an uninvolved hearing officer. In cases of suspensions, the General Manager may appoint a District manager selected by the appellant from a list approved by the General Manager of at least three available, appropriate District managers. In cases of dismissal, the General Manager may appoint a manager from another governmental employer selected by the appellant from a list approved by the General Manager of at least three available hearing officers.

B. CONDUCT OF HEARINGS

Hearings will be conducted in the following manner:

1. A time for an appeal hearing shall be established which shall not be less than 20 working days, nor more than 45 working days, unless this period is extended by mutual agreement, from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least 10 working days prior to the hearing.
2. All hearings shall be public; provided, however, that either party may request a private hearing. Any request for a private hearing shall be submitted five days prior to the hearing date.
3. The Hearing Officer or General Manager shall, if legally authorized, issue subpoenas at the request of either party prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only in the discretion of the Hearing Officer.
4. Five working days prior to the date set for the hearing; each party shall serve upon the other party and submit to the Human Resources Manager a list of all witnesses and all exhibits.

The employer's exhibits shall be designated by number. The employee or association/union exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or exhibit. If witnesses can be made available without unduly interfering with the operations of the District, the General Manager shall cause such person to be present at the time of the hearing. The General Manager may continue the hearing for a reasonable period until such persons can be present.

The employee shall, at least five working days before the hearing, also identify and notify the General Manager of his/her formal representative or counsel of record, if any, at the hearing.

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5. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules, which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence may be excluded. Decisions made by the Hearing Officer shall not be invalidated by any informality in the proceedings, and the Hearing Officer shall not be bound by technical rules of evidence.
6. The Hearing Officer shall rule on the admission or exclusion of evidence.
7. Each party shall have these rights: To be represented by legal counsel or other person of his or her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him/her. If the employee does not testify on his or her own behalf, he or she may be called and examined as if under cross-examination.
8. Oral evidence shall be taken only on oath or affirmation.
9. The hearing shall proceed in the following order, unless the Hearing Officer, for special reason, otherwise directs.
 - a. The party imposing discipline shall be permitted to make an opening statement.
 - b. The appealing party shall be permitted to make an opening statement.
 - c. The party imposing disciplinary action shall produce their evidence.
 - d. The party appealing such disciplinary action may then offer his or her evidence.
 - e. The parties may then, in order, respectively offer rebutting evidence only, unless the Hearing Officer, for good reason, permits them to offer evidence upon their original case.
 - f. Arguments shall be permitted in the discretion of the Hearing Officer. The party with the burden of proof shall have the right to close the hearing by making the last argument.
10. The Hearing Officer shall determine relevancy, weight, and credibility of testimony and evidence. The standard of proof shall be that the evidence in favor of discipline, when weighed against that opposed to it, had more convincing force and greater probability of truth (or the lowest threshold of proof on which responsible persons are accustomed to rely in the conduct of serious affairs). The Hearing Officer shall find whether or not the employee committed a violation of policy, performed unsatisfactorily or otherwise engaged in misconduct as charged by the District.
11. During the examination of a witness, all other witnesses, except the parties, may be excluded

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from the hearing upon motion of either party.

12. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing.
13. The Hearing Officer shall not permit any speaking objections.
14. The Hearing Officer, prior to or during a hearing, may grant a continuance for any reason he or she believes to be important to reaching a fair and proper decision.
15. The Hearing Officer shall render his or her findings and recommendations as soon after the conclusion of the hearing as possible, and in no event, later than 10 working days after conducting the hearing unless otherwise stipulated by the parties. His or her decision shall set forth the recommendations as to each of the charges and the reasons therefore.
16. The Hearing Officer may recommend the sustaining or rejecting of any or all of the charges filed against the employee. He or she may recommend sustaining, rejecting, or modifying (including increasing or decreasing) the disciplinary action invoked against the employee. If the Hearing Officer recommends reinstatement of a terminated employee, the employee is only entitled to pay minus the sum the employee has earned during the period of absence.
17. The decision of the Hearing Officer is advisory only. The proposed decision shall be filed with the charged employee, the Acting Appointing Authority and the General Manager, and shall set forth all findings and conclusions. If a dismissal is not sustained, the proposed decision shall set forth the recommended effective date the employee is to be reinstated, which may be any time on or after the date the disciplinary action went into effect.
18. Either the appealing party or the Acting Appointing Authority may file a written appeal to the proposed decision, findings, and conclusions of the Hearing Officer within 10 working days of the Hearing Officer's decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.
19. The party desiring to contest the recommended decision of the Hearing Officer may request a transcript for review by the General Manager within 10 working days of the Hearing Officer's decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.

4.14 GENERAL MANAGER'S REVIEW

Within 10 working days of the filing of exceptions or receipt of the transcript, whichever is later, the General Manager shall review the decision of the Hearing Officer, any exceptions filed, and the record, if one is requested by the appealing party. The General Manager may ratify, modify, or reverse the proposed decision of the Hearing Officer. If the General Manager seeks to modify or reverse the Hearing Officer's decision, he/she shall review the transcript. The decision of the General Manager shall be final.

4.15 STATUS OF EMPLOYEE

During the period prior to the determination of the matter by the Acting Appointing Authority or the General Manager, the employee may continue in his/her duties, be placed on Administrative Leave or may be reassigned

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to other duties at the sole discretion of the Acting Appointing Authority or General Manager.

4.16 JUDICIAL REVIEW

Judicial review of any decision of the District, or of any commission, advisory officer, committee, board, officer or agent thereof dismissing or otherwise disciplining an employee, which decision is subject to review under Code of Civil Procedure section 1094.5, may be had pursuant to this section only if a petition for writ of mandate is filed in Superior Court within the time limits specified in Code of Civil Procedure section 1094.

SECTION FIVE - PAY

5.1 PAYROLL PERIOD AND PAY DAY

The District payroll is on a bi-weekly basis. Payday shall be every other Tuesday and include wages earned during the second half of the first Friday of the payroll period.

Advances on or against salary are strictly prohibited.

5.2 USE OF TIME SHEETS

- A. Unless exempted from this requirement, employees are required to use time sheets (paper or electronic) to report their time worked and types of leave requested.
- B. Employees required to use time sheets shall be responsible for the proper filling in of correct dates, account or job numbers on said time sheets.
- C. Time sheets should be completed at the end of the workday or prior to the start of the following day. Adequate time is normally provided at the end of the shift for this purpose.
- D. The supervisors in each department will check and sign each timesheet of employees under their direction.

5.3 FINAL PAYCHECK

Final paychecks will be issued on the next regularly scheduled payday for both voluntary and involuntary separations. Final paychecks for employees subject to retirement, discharge, layoff or otherwise separating involuntarily will be paid in the same manner, as the District is exempt from a requirement for immediate payment under §220 (b) of the California Labor Code. Unused vacation, sick leave and compensatory time will be paid and calculated in accordance with the District policy, the applicable Agreement or Board Resolution, and state and federal law.

SECTION SIX - WORK PERIOD

6.1 HOURS OF WORK

Working hours and rules shall be established to provide employees with consistent standards with which to comply. Working hours shall be based on the needs of the District. An employee who for any reason is not able to report to work at the scheduled time must contact his or her supervisor as soon as possible with an explanation of the absence and anticipated duration. The employee shall advise the supervisor of any changed condition during the absence.

Breaks are a rest during the work period and cannot be accumulated and cannot be used at the beginning or end of the work day, added to a lunch period or used in conjunction with other time off.

Alternative (e.g. 9/80) or irregular work schedules must be approved by the General Manager or his/her designee. Regularly moving on and off an alternative work schedule is prohibited. An approved alternative work schedule may be modified or discontinued at any time for any reason by the District.

6.2 EMERGENCY SERVICE

As a condition of employment, every employee is subject to report for work on an emergency basis. Efforts will be made to minimize the inconvenience to the employee; however, the final decision on whether to excuse an employee from being called for emergency service rests with the supervisor or Duty Officer who has made the request. Every qualified field employee may be required to work as "Duty Officer" or "Emergency Crew" as a condition of employment. Every field employee is subject to work as Duty Officer or Emergency Crew Person on a rotating basis covering holidays and weekend

SECTION SEVEN – SAFETY AND SECURITY OF EMPLOYEES

7.1 POLICY

The District is committed to providing a safe and secure workplace for employees and the public. The District will not tolerate acts or threats of violence in the workplace. The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this policy and or implementing plan or program (described below) will lead to criminal prosecution, and/or disciplinary action, up to and including termination.

7.2 WORKPLACE VIOLENCE PREVENTION PLAN

The District is committed to providing a work environment that is free of disruptive, threatening or violent behavior involving an employee, former employee, appointed or elected official, volunteer, contractor, vendor or visitor. Consistent with the policy, acts or threats, whether verbal or physical, of violence including intimidation, harassment, and/or coercion, which involve or affect District employees, will not be tolerated.

The District prohibition against threats and acts of violence applies to all persons involving District operations, including but not limited to District employee, appointed or elected official, volunteer, contractor, vendor, customer or visitor. Violations of this policy or the Workplace Violence Prevention Plan (Plan) by any individual may be followed by legal action as appropriate, which may include criminal prosecution, seeking a temporary restraining order and/or injunction on behalf of District employees, if the situation warrants such action. In addition to appropriate legal action, violations of this policy by employees, including making a false report under this policy, may lead to appropriate disciplinary action, up to and including termination.

The Plan is a document made available to all employees and compliance with all provisions contained in the Plan is mandatory.

7.3 INJURY AND ILLNESS PREVENTION PROGRAM

The safety and health of all employees is of great importance to the District. The prevention of occupational illness and injury is the primary objective; vital secondary objectives are the protection of property and the maintenance of working conditions that facilitate uninterrupted high-quality performance.

Accordingly, the Board is committed to providing a safe and healthful workplace. This shall be accomplished by the implementation and maintenance of an effective Injury and Illness Prevention Program (IIPP). The IIPP is a document made available to all employees and compliance with all provisions contained in the IIPP is mandatory.

SECTION EIGHT – DISCRIMINATION AND HARASSMENT

8.1 POLICY

The District is an equal employment opportunity employer. There shall be no discrimination or harassment against any employee or applicant for employment with respect to race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, qualified medical conditions (as defined by the Americans with Disabilities Act), genetic characteristics, and physical or mental disabilities (whether perceived or actual) or any other basis protected by federal, state or local law, ordinance or regulation. The District is also committed to preventing retaliation in employment.

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, reclassification, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and all other conditions and terms of employment.

8.2 PURPOSE

The purpose of this policy is to establish a means to protect employees and applicants for employment from harassment, and to enforce the District's policy that all employees and applicants for employment should be able to enjoy a work environment that is free from all forms of unlawful discrimination, harassment, or retaliation.

8.3 LEGAL COMPLIANCE

The District will not tolerate harassment of its employees or applicants for employment by anyone, and will take appropriate disciplinary action against those who violate this policy. The District will similarly take appropriate remedial action against non-employees who are found to have harassed District employees.

8.4 DEFINITION OF HARASSMENT

Harassment is a form of misconduct which undermines the integrity of the employment relationship. No employee should be subjected to verbal, physical or visual harassment regarding his or her race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, qualified medical conditions (as defined by the Americans with Disabilities Act), genetic characteristics, and physical or mental disabilities (whether perceived or actual) or any other basis protected by federal, state or local law, ordinance or regulation.

It is a personal affront to the affected employee and negatively impacts morale, motivation and job performance. Prohibited unlawful harassment includes actions that might be inherently offensive or discriminatory to groups of individuals protected against discrimination by federal, state or local law ordinance or regulations. Such actions include, but are not limited to:

- A. "Verbal Harassment" - Includes such matters as epithets, derogatory comments, slurs and jokes that denigrate or may be offensive to protected groups.

Section Eight- Discrimination and Harassment

- B. “Physical Harassment” - Includes such activities as touching, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual.
- C. “Visual Forms of Harassment” - Includes such things as posters, notices, bulletins, cartoons, or drawings that denigrate or may be offensive to protected groups.
- D. “Retaliation” - Any adverse conduct taken because an applicant, employee, or contractor has reported harassment or discrimination, or has participated in the complaint and investigation process described herein, is prohibited. “Adverse conduct” includes but is not limited to: taking sides because an individual has reported harassment or discrimination, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment or discrimination, or real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination. The following individuals are protected from retaliation: those who make good faith reports of harassment or discrimination, and those who associate with an individual who is involved in reporting harassment or discrimination or who participates in the complaint or investigation process.
- E. “Sexual Harassment” - Includes unwelcome sexual advances, requests for sexual favors, and other verbal, physical and visual conduct of a sexual nature when:
 - 1. Submission to such conduct is part of a manager's or supervisor's decision to hire or fire; or
 - 2. Submission to such conduct is used to make other employment decisions like pay, promotion, or job assignment; or
 - 3. It unreasonably interferes with the employee's work performance; or
 - 4. It creates an intimidating, hostile, or offensive work environment.
- F. Excluded from protection under this policy - Actions or behavior that is not related or has no nexus to race, color, national origin, ancestry, sex, sexual orientation, marital status, religion, age, physical or mental disability, qualified medical conditions or any other basis protected by federal, state or local law, ordinance or regulation are not covered by this policy.

8.5 HARASSMENT COMPLAINT PROCESS

- A. An employee who feels that he or she has been harassed on the job or who has knowledge of harassment or discrimination as described by this policy, should immediately submit a factual complaint to the Human Resources Manager, Human Resources Assistant or the General Manager, preferably in written form. Supervisors are required to report any and all informal and formal complaints of harassment or discrimination and to refer any complainant to the appropriate individuals.
- B. Allegations of harassment that contain sufficient information for investigation will be investigated appropriately by the Human Resources Manager, or his/her designee, to determine whether the conduct complained of occurred, and to assure corrective and preventative actions are taken when required. The District's investigation procedures shall include the following:
 - 1. Investigations shall begin promptly, witnesses shall be interviewed in an appropriate manner and the investigation shall be completed within a period of time that is appropriate to the facts and circumstances.

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2. Witnesses' statements shall be appropriately documented and/or tape recorded.
 3. The alleged harasser shall be interviewed and given an opportunity to respond to the general allegations.
 4. The investigator shall attempt to interview or obtain statements from all witnesses sufficiently identified by the complainant, alleged harasser or disclosed by other witnesses.
 5. The investigator shall assess the validity of the complaint and determine whether violation of District policy has occurred.
 6. The investigator shall communicate the result of the investigation to the complainant, and if the complaint is validated, advise the complainant that proper remedial action will be taken.
 7. The investigator shall communicate the results of the investigation to the alleged harasser, and advise the individual that regardless of the outcome of the investigation, that no District employee can retaliate against the individual for coming forward with the complaint.
- C. Any employee found to be responsible for discrimination or harassment in violation of this policy will be subject to a level of corrective discipline appropriate to the nature and extent of the offense, up to and including termination.
- D. The privacy of parties involved will be held confidential by management during the investigation in so far as possible. This recognizes that only people who have a "need to know" will be advised of information. All related files are not public record.
- E. If the employee feels his or her complaint about harassment or discrimination has not been adequately addressed by the internal complaint process, the employee may seek legal relief by filing a complaint with federal or state authorities. For example, employees may file complaints with the California Department of Fair Employment and Housing (DFEH) within one year of alleged harassment. The DFEH will investigate the complaint and attempt to help the employee and the District to resolve the matter. If the DFEH finds evidence of unlawful conduct and conciliation efforts fail, it may file a formal accusation. This can lead to a hearing before the Fair Employment and Housing Commission ("FEHC"), which makes a final determination in the matter. If the FEHC finds a violation of the law, it can order appropriate remedies including back pay, limited emotional distress damages and administrative fines, an offer of the position denied, reinstatement, promotion and affirmative relief such as establishment of a sexual harassment policy and training. The local office of the DFEH can be contacted by consulting the government listings section of the telephone directory. Reference the **California Sexual Harassment Information Sheet (Appendix F)** for more information.

8.6 ANTI-BULLYING POLICY

A. POLICY

In addition to prohibiting all forms of discrimination and harassment, the District also prohibits any form of "intimidation or bullying" in the workplace or elsewhere, such as at offsite events.

B. POLICY COVERAGE

Every employee and other individuals, such as temporary agency workers, consultants, independent contractors and visitors, have the right to be treated with respect.

C. BULLYING DEFINITION

Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name-calling, sarcasm, spreading rumors, teasing. Such conduct can also occur through the use of electronic or telephonic communications via the internet, email or chatroom; mobile threats by text messaging or calls; or use of cameras and video equipment.

D. COMPLAINT PROCEDURE

The District will not tolerate bullying in any form. Any individual who believes that he or she is being or has been subjected to any form of bullying should immediately report this to his or her supervisor, department head, or Human Resources representative. In addition, any person who believes they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct their supervisor or other appropriate person in the chain of command.

Any employee who is reported to be a perpetrator will be provided due process before any disciplinary action is taken. Individuals who violate this bullying policy are subject to disciplinary action, up to and including termination.

E. POLICY AGAINST RETALIATION

No employee will be subjected to any form of retaliation for reporting an incident of bullying or participating in an investigation by the District or its representatives into allegations of bullying. Additionally, all employees have a duty to cooperate in connection with any investigation being conducted.

SECTION NINE – DRUGS AND ALCOHOL

9.1 POLICY

It is the District’s policy to provide a safe workplace and establish high standards of health and safety for employees and the public we serve. To promote and maintain a safe, healthy and productive work environment for all employees and the public, the District’s objective is to have a work force that is free from the influence of controlled substances and alcohol. The purpose of this Policy and Program is also to assure that District vehicles and heavy equipment are operated in a safe manner and the public is protected from risks associated with improper use of alcohol or the use of drugs in the operation of District vehicles and heavy equipment.

This Policy and Program are intended to comply with applicable federal and state laws governing drug-free workplaces, as well as the United States Department of Transportation’s (DOT) Controlled Substances and Alcohol Use Testing Regulations for persons performing safety- sensitive functions. This Policy and Program includes adherence to the DOT Drug and Alcohol Clearinghouse (49 C.F.R. § 382.701 et. seq.) for employees who operate a Commercial Motor Vehicle (“CMV”).

The purpose of the Clearinghouse, as mandated by applicable sections of 49 Code of Federal Regulations, Parts 40 and 382-391, is to maintain records of all drug and alcohol program violations to allow the Federal Motor Carrier Safety Administration (FMCSA), CMV employers, State Driver Licensing Agencies, and law enforcement officials to identify — in real-time — Commercial Driver’s License (CDL) drivers who have violated federal drug and alcohol testing program requirements, and thereby improve safety on our nation’s roads. Records of these drug and alcohol violations are maintained in a central Clearinghouse. Employers are required to query the Clearinghouse to determine whether prospective or current employees have engaged in a drug or alcohol violation that would prohibit them from performing safety-sensitive functions covered by the FMCSA. This will provide the FMCSA and employers the necessary tools to identify drivers who are prohibited from operating a CMV and drivers who have met the evaluation, referral, education/treatment process, negative return-to-duty test, and other necessary requirements before resuming safety-sensitive functions. Information maintained in the Clearinghouse also assists employers to identify drivers who committed a drug or alcohol violation while working for one employer and attempting to find work with another employer so they may prohibit these drivers from performing safety-sensitive functions until the drivers have completed the evaluation, referral, education/treatment process, negative return-to-duty test, and other necessary requirements before resuming safety-sensitive functions.

The District is also concerned about the possession, distribution, purchase or sale of illegal drugs and controlled substances in the workplace. These activities may adversely affect work performance, efficiency, safety and health. In addition, they constitute a potential risk to the welfare and safety of others, risks of injury to other persons, property loss or damage, or negative image for the District.

The District’s policy is designed to promote an alcohol and drug-free workplace and to comply with all applicable state and federal laws. This policy establishes the rules and procedures regarding the use of drugs and/or alcohol as it pertains to employment and the procedures to be used to test for drug and/or alcohol use.

The District provides reasonable accommodations as required by law to those employees whose drug or alcohol problem classifies them as disabled. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those whose

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continued drug and alcohol use, even if enrolled in counseling or rehabilitation programs, results in performance deficiencies, danger to the health and safety of others and themselves, and/or violations of federal, state or city laws and/or policies.

Employees are required to sign a statement certifying that he/she has received a copy of this policy and understand its contents. Any questions regarding rights and obligations under this Policy shall be referred to the Human Resources Manager.

9.2 DEFINITIONS

Words or phrases in this Policy and Program are defined as follows:

- A.** “Accident” - an occurrence involving the operation of a motor vehicle or other non-motorized equipment which results in: 1) a fatality or bodily injury demanding immediate medical treatment away from the scene of the accident; or 2) resulted in property damage estimated at \$2,000 or more to any vehicle or other property (e.g. commercial or residential buildings, garages, trees, fences, shrubbery, landscaping, power lines, electrical boxes, hydrants, etc.). Accident does not include an occurrence involving only boarding or alighting from a stationary motor vehicle or an occurrence involving only the loading or unloading of cargo or other equipment.
- B.** “Alcohol”- the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohols.
- C.** “Alcohol concentration” (or content) - the alcohol in a volume of breath expressed in terms of grams of Alcohol per 210 liters of breath as indicated by an Evidential Breath Testing Device (EBTD) as defined herein. For example, a breath alcohol content or concentration of .02 means .02 grams of alcohol in 210 liters of expired deep lung air.
- D.** “Alcohol Test” or “Testing” - a method of detecting and measuring the Alcohol Concentration in a Covered Employee’s body in accordance with the requirements and procedure in the DOT Regulations or California law.
- E.** “Alcohol Use” - the drinking or swallowing of any beverage, liquid mixture, or preparation, including any medication, involving Alcohol.
- F.** “Breath Alcohol Technician” (BAT) - an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing (EBT) device.
- G.** “Commercial Motor Vehicle” (CMV) - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property which requires a commercial driver’s license for operation in the State of California. Commercial driver’s licenses include, but are not limited to, California Class A, Class B, and Class C with endorsement.
- H.** “Confirmation Test”
 - 1. In alcohol testing, it refers to a second test, following a screening test with a result of .01 or greater, that provides a quantitative data of alcohol concentration.
 - 2. In controlled substances testing it refers to a second test to identify the presence of a specific drug or metabolite.

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In order to ensure reliability and accuracy, this test is separate from and uses a different technique and chemical principle from that of the screening test.

- I. “Controlled Substances” - the terms “drugs” and “controlled substances” are interchangeable and have the same meaning. Unless otherwise provided, these terms refer to marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines including methamphetamines, and other substances as categorized by state or federal laws as controlled substances.
- J. “Employee Assistance Program” (EAP) - a treatment and referral program provided by the District to assist employees and dependents with personal or familial difficulties, as well as problems with alcohol abuse or use of controlled substances.
- K. “Evidential Breath Testing” (EBT) - a device used for alcohol breath testing that has been approved by the National Highway Safety Administration.
- L. “Medical Review Officer” (MRO) - a licensed physician responsible for receiving laboratory results generated by an employer’s drug testing program. The MRO must have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate positive test results.
- M. “Prescription Drug” - any substance that can lawfully be obtained or possessed pursuant to a valid prescription by a licensed physician.
- N. “Reasonable Suspicion” - reasonable suspicion that an employee is under the influence of drugs and/or alcohol. Examples of indicators which can form a reasonable suspicion that an employee is under the influence of alcohol, drugs, or controlled substances include but are not limited to direct observation of the following:
 - a. slurred speech;
 - b. glassy or bloodshot eyes;
 - c. odor of alcohol;
 - d. unsteady walking and movement;
 - e. an accident involving District property, employee or client;
 - f. a near accident or other safety violation;
 - g. physical or verbal altercation;
 - h. possession of alcohol, drugs, controlled substances, or drug paraphernalia;
 - i. sleeping on the job;
 - j. pattern of abnormal or erratic behavior;
 - k. information either provided by reliable and credible sources or independently corroborated;

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- l. conviction for a drug-related offense;
 - m. tampering with a previous drug test.
- O. “Queries” - The District will obtain reports (queries) from the Clearinghouse at these times:
- Once a year for all drivers (limited query), and
 - Preceding employment of any new drivers.

Reports to the Clearinghouse will include: the driver's name, date of birth, commercial driver’s license number and state of issuance, violation and/or testing data

- P. “Substance Abuse Professional” (SAP) - a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

9.3 COVERED EMPLOYEES

The prohibition against drug and alcohol use in the workplace applies to all District employees when they are on District property or when performing any District related business, or when driving a motor vehicle. This policy applies to all external applicants for District jobs, and to all employees, whether full-time, part-time, and temporary or volunteers.

There are special drug and alcohol testing requirements for safety sensitive employees, as mandated by the DOT regulations, and as set forth below in this policy. A safety sensitive employee is an employee who meets any of the criteria below and as designated by the District in its sole discretion:

- A. One in any position that the District has designated as requiring the use of a Class "A" or Class "B" commercial driver’s license.
- B. One who performs safety sensitive functions, the performance of which may affect the public safety, including:
 1. Driving the controls of a CMV;
 2. Spending time in a CMV;
 3. Loading or unloading a CMV, supervising or assisting in the loading or unloading, attending to a CMV being loaded or unloaded, remaining in readiness to operate the CMV, or giving or receiving receipts for shipments loaded or unloaded;
 4. Repairing, obtaining assistance, inspecting, maintaining, or attending to a CMV;
 5. Use of heavy equipment.

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, including while the employee is on an off-site lunch period or a break.

9.4 PROHIBITED SUBSTANCES

A. Alcohol

This policy addresses alcohol use such that it is present in the body at a level in excess of that stated in the guidelines by the DOT, as amended, and other federal and state laws, as noted in this Policy.

B. Drugs or Controlled Substances

This Policy addresses any controlled substance which, in the opinion of competent medical professionals, causes or may cause significant impairment of job performance or which causes or may cause behavior that is a threat to the safety of the affected employee or others. All controlled substances listed in any federal, state or local controlled substance acts or regulations, including, but not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine, and those substances listed in Schedules I through V of the Section 202 of the federal Controlled Substances Act, are covered by this policy.

C. Prescription Drugs

No prescription drug shall be possessed or used by an employee other than the employee for whom the drug is prescribed by a licensed medical practitioner. A prescription drug shall be used only in the manner, combination, and quantity prescribed. An employee must advise his/her supervisor of the use or influence of any prescription drug prior to beginning work, when taking the medication or drug could interfere with the safe and effective performance of duties, or the operation of a District vehicle or heavy machinery, such that the employee poses a direct threat to the health and safety of himself/herself or others. An employee's failure to provide this notice in a timely manner can result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

9.5 PROHIBITED CONDUCT

The District prohibits the following acts:

- A. Being under the influence of, or in possession of alcohol, drugs, or controlled substances when reporting for work, during working hours (regular, overtime hours, etc.), and while traveling on District business during normal working hours;
- B. Ingesting, injecting, or otherwise using alcohol, drugs, or controlled substances while performing job duties, and during meal and rest break periods, except in accordance with above Section 9.4.C regarding prescription drugs where applicable;
- C. Being under the influence of alcohol, drugs, or any controlled substances while subject to being called to duty, including stand-by time;
- D. Performing a safety sensitive function within four hours of using alcohol or while using alcohol;
- E. Directly or through a third party, manufacturing, selling, distributing, dispensing, otherwise attempting to manufacture, selling, or distributing alcohol, drugs, or controlled substances during work hours, including rest breaks or while on District premises;

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- F.** Use of District property or premises to manufacture, sell or distribute alcohol, drugs, or controlled substances;
- G.** Absence or tardiness as a result of having been under the influence of alcohol, drugs, or controlled substances during non-work time; and
- H.** Refusing to submit immediately to any alcohol, drug or controlled substance test required by this Policy when directed by the District. Refusal includes but is not limited to:
 - 1. A refusal to provide a urine sample for a drug test;
 - 2. An inability to provide a urine sample without a valid medical explanation;
 - 3. A refusal to complete and sign a testing authorization form;
 - 4. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
 - 5. Tampering with or attempting to adulterate or substitute the urine specimen;
 - 6. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
 - 7. Obstructing the collection procedure or testing process in any way; or
 - 8. Leaving the scene of an accident without a valid reason as to why and no authorization from a supervisor or manager was obtained.
- I.** Consuming alcohol, drugs, or controlled substances during the eight hours immediately following an accident in which the employee was involved, or until the employee undergoes a post-accident alcohol or drug test, whichever comes first.
- J.** Refusal to submit to a search of personal property when directed by the District, and upon reasonable suspicion.

9.6 NOTIFYING THE DISTRICT OF ANY CRIMINAL DRUG STATUTE CONVICTION

In accordance with the Drug-Free Workplace Act of 1988, an employee must immediately notify the District of any criminal drug statute conviction of a violation that occurred in the workplace no later than five business days after such conviction. Any employee who fails to provide this notice will be subject to discipline, up to and including termination.

Notice of Violations: Drivers are required to notify the District in writing if they have violated the drug and/or alcohol prohibitions of 49 C.F.R. Parts 40 or 382 while employed with the District. The statement must be received before the end of the business day the day after the driver received notification of the violation or prior to performing any safety-sensitive duties, whichever comes first.

9.7 CONSEQUENCES FOR VIOLATION OF THIS POLICY

A. DISCIPLINE

Any violation of this Policy may result in discipline, up to, and including, termination. Discipline may be imposed regardless of whether or not an employee is convicted of any crime related to any violation of this Policy.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with the District's policies and procedures and due process rights of the employee. This policy does not limit the employees' or the District's rights. Appropriate District representatives will prepare and carry out appropriate disciplinary proceedings in accordance with full due process and representation rights, if applicable.

Any violation of this Policy that may constitute criminal conduct or violation of the DOT regulations may be reported to the appropriate law enforcement agencies and/or subject the employee to civil penalties.

B. REMOVAL FROM WORK SITE

Employees reasonably believed to be under the influence of alcohol, drugs, or controlled substances shall be immediately prevented from engaging in further work and shall be detained for a reasonable time until they can be safely transported from the work site.

Employees who test positive for substance or alcohol use may be removed from their duties or placed on leave, pending possible disciplinary action, and required to go to the Employee Assistance Program or a rehabilitation program of their choice approved by the District. Use of the EAP does not replace normal disciplinary procedures for unsatisfactory job performance or violation of this policy.

C. REMOVAL OF SAFETY SENSITIVE FUNCTIONS

A commercial driver whose alcohol test indicates an alcohol concentration level of .01 to .04 will be removed from his/her safety sensitive position for at least 24 hours. An employee who performs safety sensitive functions other than commercial driving whose alcohol test indicates an alcohol concentration level of .02 to .04 will be removed from his/her safety sensitive positions for at least 24 hours. An employee whose alcohol test indicates an alcohol concentration level greater than .04 will be removed from his or her position for a period to be determined by the Human Resources Manager.

D. TERMINATION FOR INABILITY TO PERFORM ESSENTIAL FUNCTIONS

After the District has complied with any legal obligation to reasonably accommodate an employee's protected disability, the District may separate an employee who is unable to perform the essential functions of the job in accordance with state or federal law.

9.8 DRUG AND ALCOHOL TESTING POLICIES FOR SAFETY SENSITIVE EMPLOYEES

There are specific drug and alcohol testing requirements pursuant to the DOT regulations that are only

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applicable to safety sensitive employees, as defined by Section 9.3 of this policy above, and as set forth below. Drug and alcohol testing policies for non-safety sensitive positions is set forth in Section 9.9 of this policy.

A. PRE-EMPLOYMENT TESTING

Prior to the start of employment, the District may require applicants for positions to submit to a test for alcohol and drug use as a condition of employment. Any applicant who refuses to provide consent for this test, or who tests positive for drug and/or alcohol use will be disqualified from District employment.

Pursuant to the DOT regulations, the District is further required to conduct a records check and direct inquiry regarding all applicants for safety sensitive positions, as set forth below:

1. Requirement for Records Check for Applicants

As required by the DOT regulations, an applicant to a safety sensitive position will be required to provide written consent for the District to request alcohol and drug testing records from prior employers regulated by the DOT for the two-year period prior to the date of application. These records shall include any alcohol test results of .04 or higher alcohol concentration; refusals to be tested; verified positive drug tests; and documentation of the successful completion of return-to-duty requirements by the DOT.

Prior to employment with the District, all drivers must create a Clearinghouse account and log in to permit the District consent to acquire a "full" report Drivers must sign a separate Consent "for Limited Queries" form allowing the District access to "limited" queries each year. Drivers may limit the length of time that such consent is valid but making it valid for the duration of employment with the District is recommended.

The District will notify the driver that they must immediately log in to the Clearinghouse to provide permission so the District may obtain the driver's full Clearinghouse record if a limited query exposes information about the driver. Such record will be acquired within 24 hours of the limited query.

A driver who refuses to grant the consent described above will not be allowed to perform any safety-sensitive duties as defined in DOT Drug and Alcohol Clearinghouse (49 C.F.R. § 382.701 et. seq. The driver will not be allowed to resume the safety-sensitive duties until the driver has granted the mandatory consent, the District obtains the report, and the Clearinghouse query shows that the driver is eligible to carry out safety-sensitive duties.

2. Requirements for Direct Inquiry

The applicant also must provide information regarding whether he/she has tested positive or has refused to test on any pre-employment drug or alcohol test for any safety sensitive job applied for but not obtained during the prior two years, as required by the DOT regulations.

3. Reporting

Beginning on or after January 6, 2020, the District must report the following violations to the Clearinghouse for any Driver who is subject to the Clearinghouse rules. The District's service providers, Medical Review Officer(s), and/or its Substance Abuse

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Professional(s) will report as required by FMCSA:

- Any verified positive, adulterated, or substituted DOT drug test
- Any validated DOT alcohol test result of 0.04 or higher
- Any refusal to submit to a DOT required drug or alcohol test
- Any confirmed and recorded “actual knowledge” that the driver violated the DOT drug or alcohol rules, including:
 - Any on-duty alcohol use, including any citation for driving under the influence of alcohol (DUI) while driving a commercial motor vehicle
 - Any alcohol use within 4 hours before going on duty
 - Any alcohol use within 8 hours of an accident or before a post-accident test is complete (whichever occurs first)
 - Any prohibited drug use while on duty
- Successful completion of the return-to-duty process following treatment
- Any negative DOT return-to-duty test
- Successful completion of follow-up testing

B. REASONABLE SUSPICION TESTING AND SEARCH

If the District reasonably suspects that an employee is under the influence of alcohol, drugs, or controlled substances while performing job duties or operating District equipment, the District may require the employee to submit to an alcohol and/or drug test. An employee’s refusal to submit to such a test is cause for discipline, up to and including termination. Refusal to submit shall be equivalent to a positive drug or alcohol test.

Moreover, the District reserves the authority to search, without employee consent and, where applicable, all areas of District property which the District maintains control or joint control with the employee. The search shall be approved by the Human Resources Manager. The Human Resources Manager or his/her representative shall conduct and witness the search. A designated employee representative (e.g. Senior Teamster Representative, etc.) shall also witness the search. Areas in which the District maintains full control include but are not limited to all District owned properties and buildings and District owned vehicles and equipment. Areas jointly controlled by the District and employee include, but are not limited to, desks, lockers, file cabinets, office cabinets, and bookshelves, except as otherwise limited by any section of the California Government Code. The District may notify the appropriate law enforcement agency if it is believed that an employee may have illegal drugs in his or her possession.

C. POST-ACCIDENT TESTING

Any employee involved in an accident may be subject to an alcohol test within two hours of the accident or within eight hours if this is not possible and the reasons for the delay must be documented by a supervisor. Any employee involved in an accident may be subject to a drug test within 32 hours following the accident. Not only may the operator of the vehicle be tested, but so may any other employee whose performance may have contributed to the accident, such as the employee who maintains the vehicle or work-site where the accident occurred. Employees subject to post- accident testing requests must make themselves available for testing as soon as reasonably possible after the accident. Failure to do so without a valid reason may result in disciplinary action up to and including termination.

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An accident for purposes of this section, occurs while in a District CMV on District property, when operating a personal vehicle for District business, or when operating a CMV on a public/private road or property in commerce and involves any of the following: 1) the accident involved a fatality or bodily injury demanding immediate medical treatment away from the scene of the accident; or 2) resulted in property damage estimated at \$2,000 or more to any vehicle or other property (e.g. commercial or residential buildings, garages, trees, fences, shrubbery, landscaping, power lines, electrical boxes, hydrants, etc.). The operator of the CMV must immediately report this accident to the appropriate authorities, as well as the District, so that the relevant drug/alcohol tests may be conducted.

D. TRANSFERS TO SAFETY SENSITIVE POSITIONS

1. Requirement for Records Check

As required by the DOT regulations, employees who transfer to a safety sensitive job will be required to provide written consent for the District to request alcohol and drug testing records from prior employers regulated by the DOT for the two- year period prior to the date of application. These records shall include any alcohol test results of .04 or higher alcohol concentration; refusals to be tested; verified positive drug tests; and documentation of the successful completion of return-to- duty requirements by the DOT.

2. Requirements for Direct Inquiry

Transferred employees also must provide information regarding whether he/she has tested positive or has refused to test on any pre-employment drug or alcohol test for any safety sensitive job applied for but not obtained during the prior two years, as required by the DOT regulations.

E. RANDOM TESTING

Safety sensitive employees will be subject to random alcohol and drug testing as required by the DOT guidelines. Depending on the random selection, some employees may be tested more than once in a year, while others are not tested at all. Testing will take place just prior to the employee performing a safety sensitive function, while the employee is performing a safety sensitive function, or just after the employee has stopped performing a safety sensitive function.

1. Alcohol Test

Unless otherwise amended by the DOT guidelines, the District will randomly test at least 10% of the total number of safety sensitive employees per year for alcohol.

2. Drug Test

Unless otherwise amended by the DOT guidelines, the District will randomly test at least 50% of the total number of safety sensitive employees per year for drugs.

F. RETURN-TO-DUTY TESTING

An employee who has violated this Policy may be subject to a return-to-duty test and up to six unannounced drug/alcohol tests during the first twelve months back to a safety sensitive position. The results must indicate an alcohol concentration of less than .01%, or in cases of a drug test, must indicate a verified negative result. This testing is separate from any random testing obligation.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an

investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with District's policies and procedures and due process rights of the employee. Any violation of this return-to-duty testing may result in discipline, up to, and including, termination.

9.9 DRUG AND ALCOHOL TESTING POLICIES FOR NON-SAFETY SENSITIVE EMPLOYEES

All applicants for non-safety sensitive positions and current non-safety sensitive employees are subject to drug and alcohol testing as follows:

A. PRE-EMPLOYMENT TESTING

The District has a special need to require certain job applicants to take a drug and alcohol test after a conditional job offer has been given. These applicants include those applying for jobs classified by the District as safety-sensitive positions that involve a danger to the public, or those applicants seeking jobs which can directly influence children. These applicants must take and pass a mandatory drug and alcohol test as soon as practical following their acceptance of an offer of employment that is conditioned upon passing a pre-employment physical and drug/alcohol test.

B. REASONABLE SUSPICION TESTING AND SEARCH

If the District reasonably suspects that an employee is under the influence of alcohol, drugs, or controlled substances while performing job duties or operating District equipment, the District reserves the right to conduct a reasonable suspicion drug test, without employee consent. An employee's refusal to submit to such a test is cause for discipline, up to and including termination.

Moreover, the District reserves the authority to search, without employee consent and, where applicable, all areas of District property which the District maintains control or joint control with the employee. The search will be conducted only with the approval of the Human Resources Manager. Areas in which the District maintains full control include but are not limited to all District owned properties and buildings and District owned vehicles and equipment. Areas jointly controlled by the District and employee include, but are not limited to, desks, lockers, file cabinets, office cabinets, and bookshelves, except as otherwise limited by any section of the California Government Code. The District may notify the appropriate law enforcement agency if it is believed that an employee may have illegal drugs in his or her possession.

C. POST-ACCIDENT TESTING

Unless the District determines that the employee's performance was not a contributing factor, any employee involved in an accident, as defined in Section 9.2 of this Policy, may be subject to an alcohol test within two hours of the accident, or within eight hours if this is not possible and the reasons for the delay must be documented by a supervisor. An employee involved in an accident, as defined in Section 9.2 of this policy, may be subject to a drug test within 32 hours following the accident. Not only may the operator of the vehicle be tested, but so may any other employee whose performance may have contributed to the accident, such as the employee who maintains the vehicle or work-site where the accident occurred. Failure to do so without a valid reason may result in disciplinary action up to and including termination.

D. RETURN-TO-DUTY TESTING

Employees who test positive may not return to work until such time as another drug/or alcohol test is negative or a medical evaluation permits the employee to return, and the return is approved by the District.

Employees who have tested positive for drug and/or alcohol shall submit to random drug and/or alcohol testing for a period of 12 months following the negative test. If employee tests positive as a result of the random testing within this time period, he/she is subject to immediate termination and will be given full due process rights. Any violations of this return-to-duty testing may result in discipline, up to, and including, termination.

9.10 TESTING PROCEDURES

All testing will be conducted as required in 49 CFR Part 40, as amended.

Employees seeking specific details regarding the procedures and methodology of drug/alcohol testing under this Policy are referred to those DOT regulations set forth in 49 CFR PART 40. Employees who wish to review this information may contact the Human Resources Manager for assistance in securing a written copy of these regulations.

A. TESTING FOR DRUGS

In accordance with the DOT regulations, testing for drugs under this Policy shall only be conducted using urine specimens that will be collected in accordance with the DOT regulations (49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Subpart E, as may be amended from time to time). Employees may request a copy of these procedures from the Human Resources Manager.

Each urine specimen will be tested at a federally certified laboratory for the controlled substances and their respective detection levels contained in the regulation which may be amended from time to time. The testing laboratory is required to test all incoming primary specimens for dilution, substitution, and adulteration. The testing procedure is a two-step process. The first is a screening test. If the screening test is positive for one or more of the above substances, a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. All samples will also be examined to determine if it has been diluted or adulterated with any other substances designed to mask prohibited substance use.

Employees who are found positive for one or more of the above substances will be contacted by telephone by the MRO. The MRO will inform the individual of the finding and allow the individual to provide an explanation which may medically justify use of the identified substance. The use of other outside medical experts may be utilized in this process at the direction of the MRO. Unjustified use of the substance will result in the MRO reporting the finding as a “positive” to the District. Findings which are determined to be medically acceptable in the opinion of the MRO will be reported as “negative” to the District representative.

Any individual who has been tested and disagrees with the MRO’s determination that the specimen is “positive” or that the specimen has been adulterated or substituted, may request that the “split” specimen be sent to another certified laboratory for analysis. The employee

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must make this request within 72 hours of being notified by the MRO of the finding. The District will initially pay for the split sample to be tested upon an employee's request for an appeal determination. In the event the MRO's decision is not reversed, the employee will be responsible to reimburse the District for the second analysis.

Unless the District is otherwise directed to re-test an employee by an MRO, a dilute negative shall be accepted as a negative test result and the employee or applicant shall not be required to produce an additional sample for testing purposes.

B. TESTING FOR ALCOHOL

In accordance with DOT regulations, testing for alcohol is performed by a BAT through the use of an EBT, which measures the amount of alcohol concentration in the individual's system. In order to perform the test, the employee will be asked to provide a breath sample into the device, which then calculates the extent of alcohol inebriation. The machines used to perform these tests are required to be calibrated and the operators are required to undergo training and testing in order to meet the Federal criteria. Refusal to submit to an alcohol test as required by the Federal regulations will be presumed as a positive finding and will result in a physician referral to determine if there is any medical basis to justify the refusal to test.

Usually, two breath tests will be performed in order to determine if an individual has a prohibited alcohol concentration. A screening test is conducted first.

9.11 RECORD KEEPING AND CONFIDENTIALITY

The District is obligated to maintain records of the administration, including violations, of this Policy for a period of five years.

Any laboratory reports and test results shall not appear in an employee's general personnel folder but will be contained in a separate, confidential medical folder that will be securely kept under the control of the Human Resources Manager. The report or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request.

With employee consent, the District may provide test results to the Employee Assistance Program (EAP). With employee consent, the EAP can report to an appropriate District representative the employee's progress in the following EAP recommendations.

Disclosures, without patient consent, may also occur under the following situations:

1. When the information is compelled by law or by judicial or administrative process;
2. When the information has been placed at issue in a formal dispute between the employer and employee
3. When the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure; or
4. When requested by the DOT or any state or local officials with regulatory authority over the District or any of its safety sensitive employees.

9.12 REHABILITATION

The District encourages employees to use the District-sponsored EAP voluntarily to assist them in resolving any alcohol, drug, or controlled substance problems. Employees should contact the Human Resources Manager for additional information, including further information concerning the dangerous effects of alcohol misuse and drug use on an employee's health, work, and personal life.

The District is committed to providing reasonable accommodation to those employees whose alcohol or drug problem classifies them as disabled under federal and/or state law.

While the District will be supportive of those who seek help voluntarily, the District will be firm in identifying and disciplining those who continue alcohol misuse or drug use and who do not seek help or continue alcohol misuse or drug use even while enrolled in counseling or rehabilitation programs.

Therefore, the District may require employees to use the EAP and in addition to mandatory referrals to a Substance Abuse Professional where applicable.

9.13 TRAINING

The District will provide information concerning the District's procedures regarding drug use and alcohol misuse to supervisors and employees. The District will also provide alcohol and substance abuse training as required by state and federal law (e.g. DOT, etc.). The District has designated the Human Resources Manager as the person responsible to answer questions about compliance with these procedures and concerning any materials supplied to employees.

9.14 NON-DISCRIMINATION REGARDING OFF-DUTY CANNABIS USE

For employees or applicants who are not part of one or more of the groups described below, the District will not take any discriminatory employment action based on either the employee or applicant's off-duty use of cannabis away from the workplace or a drug test result which indicates the presence of non-psychoactive cannabis metabolites in the employee or applicant's hair, blood, urine, or other bodily fluids:

1. Employees or applicants for employment who are in the building and construction trades;
2. Employees or applicants for employment who are subject to either state or federal law or regulation that requires drug testing (e.g., DOT rule, 49 CFR Part 40);
3. Employees or applicants for employment who are hired for positions that require a federal government background investigation or security clearance in accordance with regulations issued by the United States Department of Defense pursuant to Part 117 of Title 32 of the Code of Federal Regulations, or equivalent regulations applicable to other agencies.

The District may take an employment action against applicant for employment that is based on a scientifically valid preemployment drug screening conducted through methods that do not screen for non-psychoactive cannabis metabolites. In addition, the District may take an employment action against an employee based on the prohibited conduct provided above.

9.15 MANAGER AND SUPERVISOR RESPONSIBILITIES

Managers and supervisors have the following additional responsibilities under this policy:

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1. Managers and supervisors are responsible for reasonable enforcement of this policy.
2. Managers and supervisors may request that an employee submit to a medical evaluation, which may include drug and/or alcohol test, when they have a reasonable suspicion, as defined in Section 9.2 - Definitions, that an employee is under the influence of drugs or alcohol while on the job.
3. Managers and supervisors should seek a witness, if feasible, to verify reasonable suspicion. The employee should be approached and given an opportunity to explain the behavior before further action is taken.
4. Managers and supervisors who request an employee submit to a medical evaluation, which may include a drug and/or alcohol test, will document in writing, at the earliest possible opportunity, the facts constituting reasonable suspicion.
5. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, managers and supervisors should notify the Human Resources Manager, and get approval to take the employee to a site for a medical evaluation, which may include an alcohol and/or drug test, and then transport the employee home. Managers and supervisors encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy.
6. Managers and supervisors shall not physically search employees, nor shall they search the personal possessions of employees, without the freely given consent of, and in the presence of, the employee and a responsible third party witness.
7. Managers and supervisors shall notify the Human Resources Manager when they have reasonable suspicion to believe that an employee may have alcohol and/or illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Human Resources Manager concurs that there is reasonable suspicion of illegal drug possession, the appropriate law enforcement agency will be notified.
8. Managers and supervisors must notify the Human Resources Manager immediately after an employee reports that he/she was convicted of any workplace drug crime. The District is required to report convictions of employees to the federal government within 10 days.
9. Managers and supervisors have the responsibility to encourage employees to use EAP when deteriorating or unsatisfactory job performance does not respond to usual supervisory action. A supervisor should not attempt to diagnose an employee's problem. The supervisor's role is to monitor job performance.

SECTION TEN - EMPLOYER-EMPLOYEE RELATIONS

The District recognizes the California Teamsters Public, Professional and Medical Employees Union Local 911 as Exclusively Recognized Employee Organization representing the Non-Supervisory Unit. It is understood and agreed that all the terms and conditions as contained in the current Memorandums of Agreement between the Teamsters Local 911 and the District and subsequent amendments thereto are incorporated into this Manual and, by this reference, are made a part hereof.

It is understood and agreed that all the terms and conditions as contained in the current Board Resolution concerning all classes of unrepresented employees and the District and subsequent amendments thereto are incorporated into this Manual and, by this reference, are made a part hereof.

10.1 ADMINISTRATION OF EMPLOYER-EMPLOYEE RELATIONS

A. PURPOSE

Section 10- Employer-Employee Relations (Policy) implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 *et seq.*) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer- employee relations between the District and its employee organizations. However, nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions, policies and rules which establish and regulate the hiring and discipline of employees, or which provide for other methods of administering employer-employee relations. This Policy is intended, instead, to strengthen personnel or human resources policies and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations and the District.

It is the purpose of this Policy to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations or Exclusively Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law (or Board Resolution). However, nothing herein shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

B. DEFINITIONS

As used in this Policy, the following terms shall have the meanings indicated:

1. "Appropriate unit" means a unit of employee classes or positions, established pursuant to Subsection 10.2 – Representation Proceedings hereof.

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2. "District" means Vista Irrigation District, and, where appropriate herein, refers to District Board or any duly authorized District representative as herein defined.
3. "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to VID's administration of employer-employee relations.
4. "Consult/Consultation in Good Faith" means to communicate orally or in writing with all effected employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Agreement, nor is it subject to Subsection 10.4 – Impasse Procedures hereof.
5. "Day" means calendar day unless expressly stated otherwise.
6. "Employee Relations Officer" means the duly appointed representative of the General Manager.
7. "Recognized Employee Organization" means an employee organization which has been recognized by the District as an employee organization representing more than one employee and less than a majority of an appropriate unit. No employee organization may concurrently represent both supervisory and non-supervisory employees, except in cases where the representation of supervisory employees is separate and distinct from the representation of non-supervisory employees. The status of Recognized Employee Organization applies only to organizations recognized on or before July 1, 2002. After July 1, 2002, an employee organization that wishes to represent District employees in meeting and conferring must follow the procedures pursuant to Subsection 10.2 – Representation Proceedings hereof, and obtain recognition as an Exclusively Recognized Employee Organization.
8. "Exclusively Recognized Employee Organization" means an employee organization which has been formally acknowledged by the District as the sole employee organization representing a majority of the employees in an appropriate representation unit and having obtained this acknowledgement in accordance with the Representation Proceedings pursuant to Subsection 10.2 – Representation Proceedings hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
9. "Impasse" means that the representatives of the District and a Recognized Employee Organization or an Exclusively Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Agreement, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
10. "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of District policies and programs.
11. "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and

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personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within 90 days prior to the filing of a petition.

12. "Supervisory Employee" means any employee having authority, in the interest of VID, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The term "supervisory employee" in this context, excludes confidential employees with supervisory or management authority, and any management employee who serves at the pleasure of the General Manager (at-will).

10.2 REPRESENTATION PROCEEDINGS

A. FILING OF RECOGNITION PETITION BY EMPLOYEE ORGANIZATION

An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

1. Name and address of the employee organization.
2. Names and titles of its officers.
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the District.
5. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
6. Certified copies of the employee organization's constitution and bylaws.
7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.
9. The job classifications or position titles of employees in the unit claimed to be appropriate and

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the approximate number of member employees therein.

10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of employees in an appropriate unit have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
11. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.
12. The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

B. DISTRICT RESPONSE TO RECOGNITION PETITION

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

1. There has been compliance with the requirements of the Recognition Petition, and
2. The proposed representation unit is an appropriate unit in accordance with Subsection 10.2.F. – Procedure for Decertification of Exclusively Recognized Employee Organization.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for 30 days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with Subsection 10.2.K. – Appeals.

C. OPEN PERIOD FOR FILING CHALLENGING PETITION

Within 30 days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least 30 percent and otherwise in the same form and manner as set forth in Subsection 10.2.A. – Filing of Recognition Petition by Employee Organization. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Subsection 10.2.F. - Procedure for Decertification of Exclusively

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Recognized Employee Organization. The petitioning employee organizations shall have 15 days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Subsection 10.2.K. – Appeals.

D. GRANTING RECOGNITION WITHOUT AN ELECTION

If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusively Recognized Employee Organization for the designated unit.

E. ELECTION PROCEDURE

The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Policy. All employee organizations who have duly submitted petitions, which have been determined to be in conformance with Subsection 10.2. – Representation Proceedings, shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the District. Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least 15 days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Policy pursuant to any petition in a 12- month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the District and by each employee organization appearing on the ballot.

F. PROCEDURE FOR DECERTIFICATION OF EXCLUSIVELY RECOGNIZED EMPLOYEE ORGANIZATION

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the 30 day period commencing 120 days prior to the termination date of a

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Memorandum of Agreement then having been in effect less than three years, whichever occurs later.

A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
4. Proof of employee support that at least 30 percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Policy.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least 30 percent, that includes the allegation and information required under paragraph (3.) of this Subsection 10.2.F. - Procedure for Decertification of Exclusively Recognized Employee Organization and otherwise conforms to the requirements of Subsection 10.2.A.- Filing of Recognition Petition By Employee Organization.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of Subsection 10.2 – Representation Proceedings. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Subsection 10.2.K. – Appeals. If the determination of the Employee Relations Officer is in the affirmative, or if his or her negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about 15 days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Subsection 10.2.E. – Election Procedure.

During the "open period" specified in the first paragraph of Subsection 10.2.F. - Procedure for Decertification of Exclusively Recognized Employee Organization, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within 15 days of such notice file a

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Recognition Petition in accordance with this Subsection 10.2.F. - Procedure for Decertification of Exclusively Recognized Employee Organization, which the Employee Relations Officer shall act on in accordance within the same subsection.

If, pursuant to Subsection 10.2.F. - Procedure for Decertification of Exclusively Recognized Employee Organization, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Agreement then in effect for its remaining term.

G. POLICY AND STANDARDS FOR DETERMINATION OF APPROPRIATE UNITS

The Policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the District and its compatibility with the primary responsibility of the District and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. With these objectives in mind, the District has determined that as provided in California Government Code, Section 3502, any employee of the District, excluding all confidential employees and any management or supervisory employee who serves at the pleasure of the General Manager (at-will), may choose to be represented by a Recognized Employee Organization in his/her employment relations with this District and any employee also shall have the right to refuse to be so represented or cease to be so represented unless the employee is a member of an appropriate unit that becomes represented by an Exclusively Recognized Employee Organization. Employees who are members of an appropriate unit that becomes represented by Exclusively Recognized Employee Organization shall have their bargaining interests represented by the employee organization until/unless the organization is decertified in accordance with the requirements of this resolution pursuant to Subsection 10.2.F. - Procedure for Decertification of Exclusively Recognized Employee Organization.

No recognized employee organization may concurrently represent both supervisory and non-supervisory employees. To the extent supervisory and non-supervisory employees designate the same organization, the representation of supervisory employees shall be separate and distinct from the representation of non-supervisory employees. The District will not recognize any employee organization as representing a group of employees if such group contains both supervisory and non-supervisory employees. Any meetings and/or agreements involving supervisory employees shall be separate and distinct from meetings or agreements involving non-supervisory employees. Managerial and confidential employees may not represent any employee organization which represents other employees of VID. Likewise, Managerial and confidential employees may not be represented by any employee organization which represents other District employees.

A Recognized Employee Organization that demonstrates sufficient proof of employee support (in accordance with Subsection 10.2 – Representation Proceedings) that it represents a majority of employees in an appropriate unit, may be granted recognition as an Exclusively Recognized Employee Organization. The District has determined that the number of appropriate units at this time is limited to one supervisory and one non-supervisory unit each represented by an Exclusively Recognized Employee Organization.

H. POLICY AND STANDARDS FOR DETERMINATION OF ADDITIONAL APPROPRIATE UNITS FOR A WORKFORCE

If, at the discretion of the Employee Relations Officer additional units become necessary, determination of additional unit(s) shall be made in accordance with the policy objectives, herein. These policy objectives require that the proposed appropriate unit shall be the broadest feasible grouping of positions

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that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the District and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the District.
4. Effect of differing legally mandated impasse resolution procedures.
5. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
6. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Policy, managerial and confidential responsibilities, as defined in Subsection 10.1.B. - Definitions, are determining factors in establishing appropriate units hereunder, and therefore managerial and confidential employees may only be included in a unit consisting solely of managerial and confidential employees. Managerial and confidential employees may not represent any employee organization which represents other employees.

The Employee Relations Officer shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer shall be final.

I. PROCEDURE FOR MODIFICATION OF ESTABLISHED APPROPRIATE UNITS

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Subsection 10.2.F. - Procedure for Decertification of Exclusively Recognized Employee Organization. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Subsection 10.2.A. - Filing of Recognition Petition By Employee Organization, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Subsection 10.2.G. – Policy and Standards for Determination of Appropriate Units hereof. The Employee Relations Officer shall process such petitions as other Recognition Petitions under Section 10.2. - Representation Proceedings. .

The Employee Relations Officer may by his or her own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Subsection 10.2.G. – Policy and Standards for Determination of Appropriate Units, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Subsection 10.2.K. - Appeals. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may

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thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Subsection 10.2.A. - Filing of Recognition Petition By Employee Organization hereof.

J. PROCEDURE FOR PROCESSING SEVERANCE REQUESTS

An employee organization may file a request to become the exclusive recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in Subsection 10.2.I. – Procedure for Modification of Established Appropriate Units for modification requests.

K. APPEALS

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (10.2.A.), Challenging Petition (10.2.C.), Decertification Petition (10.2.F.), Unit Modification Petition (10.2.I.) --- or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (10.2.F.) ---has not been filed in compliance with the applicable provisions of this Subsection 10.2 – Representation Proceedings, may, within 10 days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the General Manager for final decision within 15 days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

Appeals to the General Manager shall be filed in writing with the District Board Secretary, and a copy thereof served on the Employee Relations Officer. The General Manager shall commence to consider the matter within 30 days of the filing of the appeal. The General Manager may, in their discretion, refer the dispute to a third party hearing process. Any decision of the General Manager on the use of such procedure, and/or any decision of the General Manager determining the substance of the dispute shall be final and binding.

10.3 ADMINISTRATION

A. SUBMISSION OF CURRENT INFORMATION BY RECOGNIZED EMPLOYEE ORGANIZATIONS

All changes in the information filed with the District by an Exclusively Recognized Employee Organization under items (1.) through (8.) of its Recognized Petition under Subsection 10.2.A. – Filing of Recognition Petition by Employee Organization, of this Policy shall be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

B. EMPLOYEE ORGANIZATION ACTIVITIES-USE OF DISTRICT RESOURCES

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, shall be limited to lawful activities consistent with the provisions of this Policy that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership,

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campaigning for office, and organization meetings and elections, and shall not interfere with the efficiency, safety and security of District operations.

C. ADMINISTRATIVE RULES AND PROCEDURES

The General Manager or his/her duly appointed Employee Relations Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Policy after consultation with affected employee organizations.

10.4 IMPASSE PROCEDURES

A. INITIATION OF IMPASSE PROCEDURES

If the meet and confer process has reached impasse as defined in Subsection 10.1.B. - Definitions of this Policy, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

1. To review the position of the parties in a final effort to reach agreement on a Memorandum of Agreement; and
2. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

B. IMPASSE PROCEDURES

The District operates consistent with the codified provisions of the Government Code, including sections 3505.4 *et seq.*, and any applicable Agreement or Board Resolution, or agency rule.

Impasse procedures are as follows:

1. Before submitting the impasse to fact finding, the parties agree to first submit their dispute to mediation with the California State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
2. If mediator is unable to effect settlement of the controversy, the employee organization may present a request to the District and the Public Employment Relations Board (PERB) to submit the impasse to fact-finding. This request by the employee organization to submit the impasse to fact-finding must be made no sooner than 30 days, but no later than 45 days, following the selection of a mediator by the parties.
3. Within five working days after PERB's determination that the request for fact-finding is sufficient, a fact-finding panel of three shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, and one member shall be appointed by the Exclusively Recognized Employee Organization. PERB will select the third member as follows: PERB shall, within five working days after making its determination that the request for fact-finding is sufficient, submit the names of seven persons, drawn from the list of neutral fact-finders established pursuant to Government Code section 3541.3(d). PERB

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shall thereafter designate one of the seven persons to serve as the chairperson unless notified by the parties within five working days that they have mutually agreed upon a person to chair the panel in lieu of a chairperson selected by PERB.. The panel shall, within 10 days after its appointment, meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, and take any other steps it deems appropriate. For the purpose of the hearings, investigations, and inquiries, the panel shall have the power to issue subpoenas requiring the attendance and testimony of witnesses and the production of evidence. Any state agency, as defined in Section 11000, the California State University, or any political subdivision of the state, including any board of education, shall furnish the panel, upon its request, with all records, papers, and information in their possession relating to any matter under investigation by or in issue before the panel.

4. In arriving at their findings and recommendations, the fact finders shall consider, weigh, and be guided by all the following criteria, if applicable:
 - a. State and federal laws that are applicable to the employer.
 - b. Local rules, regulations, or ordinances.
 - c. Stipulations of the parties.
 - d. The interests and welfare of the public and the financial ability of the public agency.
 - e. Comparison of the ages, hours, and conditions of employment of the employees involved in the fact-finding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.
 - f. The consumer price index for goods and services, commonly known as the cost of living.
 - g. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
 - h. Any other facts, not confined to those specified in paragraphs (a) to (g), inclusive, which are normally or traditionally taken into consideration in make the findings and recommendations.
5. The procedural right of an employee organization to request a fact-finding panel cannot be expressly or voluntarily waived.
6. Within 30 days after the appointment of the fact-finding panel, or, upon agreement by both parties within a longer period, the panel shall make written findings of fact and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria and limitations specified above. Any member of a fact- finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization before they are made available to the public. If the parties have not resolved the impasse within 10 days after service of the findings and recommendations upon them, the District shall make these findings and recommendations publicly available.
7. The costs for the services of the panel chairperson agreed upon by the parties shall be equally divided between the parties, and shall include per diem fees, if any, and actual and necessary travel and subsistence expenses. The per diem fees shall not exceed the per diem fees stated on the chairperson's résumé on file with PERB. The chairperson's bill showing the amount

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payable by the parties shall accompany his or her final report to the parties and PERB. The parties shall make payment directly to the chairperson.

8. Any other mutually incurred costs shall be borne equally by the parties. Any separately incurred costs for the panel member selected by each party shall be borne by that party.

10.5 MISCELLANEOUS PROVISIONS

A. CONSTRUCTION

This Policy shall be administered and construed as follows:

- a. Nothing in this Policy shall be construed to deny to any person, employee, organization, the District, or any authorized officer, body or other representative of the District, the rights, powers and authority granted by federal or state law.
- b. This Policy shall be interpreted so as to carry out its purpose as set forth in Subsection 10.1–Administration of Employer-Employee Relations.
- c. Nothing in this Policy shall be construed as making the provisions of California Labor Code Section 923 applicable to District employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout or other total or partial stoppage or slowdown of work. In consideration of and as a condition of initial and continued employment by VID, employees recognize that any such actions by them are in violation of their conditions of employment except as expressly otherwise provided by legally preemptive state or contrary local law. In the event employees engage in such actions, they shall subject themselves to discipline up to and including termination, and may be replaced, to the extent such actions are not prohibited by preemptive law; and employee organizations may thereby forfeit rights accorded them under District law or contract.

B. SEVERABILITY

If any provision of this Policy, or the application of such provision to any persons or circumstances, shall be held invalid, the remainder of this Policy, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION ELEVEN - APPENDICES

APPENDIX A	TIME OFF REQUEST FORM
APPENDIX B	REQUEST FOR CLASS APPROVAL
APPENDIX C	REQUEST FOR TUITION REIMBURSEMENT
APPENDIX D	COMPUTER PURCHASE PROGRAM LOAN REQUEST FORM
APPENDIX E	COMPUTER PURCHASE PROGRAM PROMISSORY NOTE
APPENDIX F	CALIFORNIA SEXUAL HARASSMENT INFORMATION SHEET
APPENDIX G	DISTRICT MOTOR FLEET SAFETY PROGRAM

APPENDIX A
TIME OFF REQUEST FORM

To: From:
 Re: **REQUEST FOR TIME OFF** Date:

SECTION 1: TYPE OF LEAVE*

Sick Leave (SL) (Prior to start of scheduled shift) Vacation (VAC)* (2 weeks notice) Compensatory Time Off (CTO) (2 weeks notice)

Other Leave (Please specify: jury, bereavement, executive leave or unpaid leave)

** If bereavement leave, name of person who passed away and their relationship to you

SECTION 2: DAYS OFF

1a. Please list any/all days in which you are requesting leave for all or any part of the day (for full weeks off, skip to part **1b**).
 For all leave requested also complete part **2**.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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1b. For Full Weeks of Leave From: To and Including:

2. Total Hours/Days Requested Total Days: Total Hours:

NOTE: 9/80 Friday's off require Division Head approval. Approval:

SECTION 3: SICK LEAVE

1a. Is this an absence due to injury or illness? **OR** **1b.** Health care appointment?

1c. Family and Medical Leave? (Serious Health Condition) ***

2. Worker's Compensation appointment? (Must have prior approval of the Safety Dept)

3. If the reason for sick leave is to care for another, please state the name of the person to whom you are providing care
 (if the request is for yourself, write "self" and go to Section 4):

4. What is this person's relationship to you (son, daughter, mother, father, etc.)
 and do they reside in your household? ****

SECTION 4: ADDITIONAL COMMENTS

Employee Signature: _____

SUPERVISOR APPROVAL (grants approval of time off, but not the type of leave)

Approved: _____ Date: _____

* The District may substitute flex time for CTO (or VA) requests with less than two (2) weeks notice (not applicable to Safety "call-offs").
 ** List the type of leave and an explanation, if applicable (i.e. bereavement leave). Note that unpaid leave can **only** be approved by order of the General Manager.
 *** Misuse or excessive use of sick leave can be cause for disciplinary action, unless the leave is for a serious health issue, work injury, or otherwise protected under law. If you have an absence that qualifies for one of these reasons the District recommends that you provide additional documentation by completing a Family and Medical Leave (FML) form. Please note, once approved, FML absences (and future sick leave absences) are hereby designated as counting toward the maximum annual allotment available to an employee.
 **** Under "Kin Care Laws" you may use 28 hours of SL per year to care for any of the following residing outside of your home: adult/minor children, adoptive/step-children, or a spouse. In addition, by policy, you may use 40 hours of SL per year to care for any of the following residing outside your home: parent, step and/or adoptive parent(s).

APPENDIX B
VISTA IRRIGATION DISTRICT
REQUEST FOR CLASS APPROVAL

EMPLOYEE NAME: _____

COURSE TITLE: _____

DATE: FROM _____ TO: _____

COLLEGE OR UNIVERSITY: _____

ESTIMATED EXPENSES:

COURSE TUITION: _____

BOOKS: _____

PARKING: _____

TOTAL: _____

Please explain how this class will benefit you in the performance of your duties. (If the class is relevant to a closely related promotional opportunity, please also specify the job title of the promotional position related to the class).

Attach a description of the class from the college catalogue or other school publications.

Note: In order to be eligible for tuition refund, employees must have met or exceeded expectations on their most recent performance report in their ratings of attendance and tardiness. Employees are not eligible for tuition refund until they have completed their probationary period.

SUPERVISOR'S APPROVAL: _____ DATE: _____

SUPERVISOR'S JUSTIFICATION:

DIVISION HEAD APPROVAL: _____ DATE: _____

HUMAN RESOURCES APPROVAL: _____ DATE: _____

APPENDIX C
VISTA IRRIGATION DISTRICT
REQUEST FOR TUITION REIMBURSEMENT

EMPLOYEE NAME: _____

COURSE TITLE: _____

DATE: FROM _____ TO _____

COLLEGE OR UNIVERSITY: _____

COURSE TUITION: \$ _____

BOOKS: \$ _____

PARKING: \$ _____

TOTAL: \$ _____

Attach the following:

- 1) An approved copy of the Request for Class Approval Form,***
- 2) A copy of the class registration,***
- 3) All receipts, and***
- 4) Class grade (Report Card).***

EMPLOYEE SIGNATURE: _____ DATE: _____

HUMAN RESOURCES APPROVAL: _____ DATE: _____

APPENDIX D
VISTA IRRIGATION DISTRICT
COMPUTER PURCHASE PROGRAM LOAN REQUEST FORM

Name: _____ Dept.: _____

Home Address: _____ Work Phone: _____

ITEM (specific items to be acquired) PRICE: _____

SUBTOTAL: _____

TAX: _____

GRAND TOTAL: _____

*****Please attach copies of price quotes to this request.*****

Participant's Signature: _____ Date: _____

THIS SECTION IS TO BE COMPLETED BY DISTRICT REPRESENTATIVE.

Approved

Disapproved

Comments: _____

District Representative _____ *Date* _____

APPENDIX E
COMPUTER PURCHASE PROGRAM
PROMISSORY NOTE
Authorization for Payroll Deduction

Name _____ Employee Number _____

Department _____ Telephone Number _____

The above named ("Participant") of the Vista Irrigation District ("District") has been provided a copy of the District Computer Purchase Program ("Program") policy and procedures and hereby elects to purchase a personal computer and certain related equipment and software ("Equipment") and participate in the financing arrangement offered under the Program, and further, agrees to and accepts the following terms and conditions:

1. The price of the Equipment to be purchased is \$ _____ and is identified on the attached Loan Request.
2. Participant agrees to pay the District the sum of \$ _____ payable in biweekly installments by payroll deduction in the amount of _____ \$50.00 beginning _____.
3. Participant may elect to pay the remaining unpaid balance at any time prior to the last payroll deduction.
4. Participant agrees not to sell, trade or otherwise dispose of the Equipment until the loan has been paid in full. Participant also agrees the usage of the Equipment will be limited to the Participant's own use and that of his/her immediate family and any reassignment or transfer of the equipment or this Agreement will result in the cancellation of this Agreement. Violation of these provisions will require Participant to immediately pay to the District the remaining amount due on the loan.
5. Loans are due and payable in full upon termination of employment for any reason. The Participant hereby authorizes VID, to the extent permitted by law, to withhold from his or her final pay, including sick leave and vacation pay-off, any amount remaining under this agreement.
6. If, during the term of this Agreement, the Participant goes on leave without pay, or Participant's payroll amount is insufficient to cover the installment payment due, the Participant will receive a monthly bill from the District for an amount equal to the monthly payment due under this Agreement. Such bill shall be due and payable upon receipt.
7. All warranties and service or maintenance contracts shall be between the vendor and the Participant. Participant shall deal directly with the vendor and in no event shall Participant look to the District for any claims relating to warranty, service or maintenance.
8. This Agreement may be changed only by a written document signed by the District and the Participant and supersedes any and all written or oral agreements, proposals and communications concerning the Program.
9. In the event either party hereto brings any suit against the other party to enforce any rights under this Agreement, then the prevailing party in any such suit shall recover from the other party its reasonable attorney's fees and costs incurred in connection therewith.

Participant Signature _____ Date _____

District Representative Signature _____ Date _____

APPENDIX F
CALIFORNIA SEXUAL HARASSMENT INFORMATION SHEET
(SEE ATTACHED)



The definition of sexual harassment includes many forms of offensive behavior.

- such as a lead, supervisor, manager or agent;
- the employer had no knowledge of the harassment;
 - there was a program to prevent harassment; and
 - once aware of any harassment, the employer took immediate and appropriate corrective action to stop the harassment.

Filing a Complaint

Employees or job applicants who believe that they have been sexually harassed may file a complaint of discrimination with DFEH within **one year** of the harassment.

DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a formal accusation. The accusation will lead to either a public hearing before the Fair Employment and Housing Commission or a lawsuit filed by DFEH on behalf of the complaining party.

If the Commission finds that discrimination has occurred, it can order remedies including:

- Fines or damages for emotional distress from each employer or person found to have violated the law
- Hiring or reinstatement
- Back pay or promotion
- Changes in the policies or practices of the involved employer



Department of Fair Employment and Housing

Sexual Harassment

The Facts About Sexual Harassment

The *Fair Employment and Housing Act* (FEHA) defines sexual harassment as harassment based on sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, or related medical conditions. The definition of sexual harassment includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser. The following is a partial list of types of sexual harassment:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Actual or threatened retaliation
- Leering; making sexual gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters
- Making or using derogatory comments, epithets, slurs, or jokes
- Sexual comments including graphic comments about an individual's body; sexually degrading words used to describe an individual; or suggestive or obscene letters, notes, or invitations
- Physical touching or assault, as well as impeding or blocking movements

Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with DFEH and a Right-to-Sue Notice has been issued.

For more information, see publication DFEH-159 "Guide for Complainants and Respondents."

For more information, contact DFEH toll free at **(800) 884-1684** Sacramento area & out-of-state at **(916) 478-7200** TTY number at **(800) 700-2320** or visit our Web site at www.dfeh.ca.gov

In accordance with the California Government Code and ADA requirements, this publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability. To discuss how to receive a copy of this publication in an alternative format, please contact DFEH at the numbers above.



State of California
Department of Fair Employment & Housing



The mission of the Department of Fair Employment and Housing is to protect the people of California from unlawful discrimination in employment, housing and public accommodations, and from the perpetration of acts of hate violence.

Employers' Obligations

All employers must take the following actions against harassment:

- Take all reasonable steps to prevent discrimination and harassment from occurring. If harassment does occur, take effective action to stop any further harassment and to correct any effects of the harassment.
- Develop and implement a sexual harassment prevention policy with a procedure for employees to make complaints and for the employer to investigate complaints. Policies should include provisions to:
 - Fully inform the complainant of his/her rights and any obligations to secure those rights.
 - Fully and effectively investigate. The investigation must be thorough, objective, and complete. Anyone with information regarding the matter should be interviewed. A determination must be made and the results communicated to the complainant, to the alleged harasser and, as appropriate, to all others directly concerned.
 - Take prompt and effective corrective action if the harassment allegations are proven. The employer must take appropriate action to stop the harassment and ensure it will not continue. The employer must also communicate to the com-

plainant that action has been taken to stop the harassment from recurring. Finally, appropriate steps must be taken to remedy the complainant's damages, if any.

- Post the Department of Fair Employment and Housing (DFEH) employment poster (DFEH - 162) in the workplace (available through the DFEH publications line [916] 478-7201 or Web site).
- Distribute an information sheet on sexual harassment to all employees. An employer may either distribute this pamphlet (DFEH 185) or develop an equivalent document that meets the requirements of Government Code section 12950(b). This pamphlet may be duplicated in any quantity. **However, this pamphlet is not to be used in place of a sexual harassment prevention policy, which all employers are required to have.**
- All employees should be made aware of the seriousness of violations of the sexual harassment policy and must be cautioned against using peer pressure to discourage harassment victims from complaining.
- Employers who do business in California and employ 50 or more part-time or full-time employees *must* provide at least two hours of sexual harassment training every two years to each supervisory employee and to all new supervisory employees within six months of their assumption of a supervisory position.

- A program to eliminate sexual harassment from the workplace is not only required by law, but is the most practical way for an employer to avoid or limit liability if harassment should occur despite preventive efforts.

Employer Liability

All employers, regardless of the number of employees, are covered by the harassment section of the FEHA. Employers are generally liable for harassment by their supervisors or agents. Harassers, including both supervisory and non-supervisory personnel, may be held personally liable for harassing an employee or coworker or for aiding and abetting harassment.

Additionally, the law requires employers to take "all reasonable steps to prevent harassment from occurring." If an employer has failed to take such preventive measures, that employer can be held liable for the harassment. A victim may be entitled to damages, even though no employment opportunity has been denied and there is no actual loss of pay or benefits.

In addition, if an employer knows or should have known that a **non-employee** (e.g. client or customer) has sexually harassed an employee, applicant, or person providing services for the employer and fails to take immediate and appropriate corrective action, the employer may be held liable for the actions of the non-employee.

An employer might avoid liability if

- the harasser is not in a position of authority,

APPENDIX G

DISTRICT MOTOR FLEET SAFETY PROGRAM

PURPOSE

To describe the expectations regarding use of Vista Irrigation District (District) vehicles including but not limited to the following:

- Maintaining District vehicles in a safe and orderly condition;
- Operating vehicles in a manner that ensures the safety of the driver, occupants, and community in which we travel;
- Demonstrating safe and courteous driving habits;
- Establishing the procedure for reporting accidents; and
- Reiterating that District personnel must comply with all applicable traffic laws.

Failure to comply with the provisions of this program and/or maintaining insurability meeting the minimum requirements of both the State of California and the District's liability carrier(s) may result in disciplinary action up to and including dismissal.

SCOPE

This program applies to District employees whose duties in whole or part require the operation of District vehicles or equipment and includes employees driving privately owned or leased vehicles on District business.

RESPONSIBILITIES

Managers/Supervisors are responsible for:

- Investigating, reporting, and documenting all accidents that involve District vehicles or personal vehicles used on District business to the Safety and Risk Section.
- Ensuring the vehicles used by their department are maintained in a clean, orderly, and safe condition as outlined in this program.
- Ensuring applicable employees attend defensive driver training as required by the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) once every four years.

Employees are responsible for:

- Maintaining a valid California driver's license and meeting insurance requirements of both their liability carrier for personal vehicles used for District business and the District's liability carrier(s).
- Immediately reporting concerns involving the safety of vehicles and equipment to his/her supervisor and garage.
- Notifying his/her supervisor and the Safety and Risk Department of any conditions affecting their ability to safely operate a District vehicle and/or maintain insurance requirements.
- Submitting to a drug and alcohol test if the estimated damage is over \$1,000 as required by the applicable Memorandum of Agreement or other employee agreement.

- Not smoking cigarettes or using of electronic smoking devices (also known as electronic cigarettes or “e-cigarettes”) in any District vehicle.
- Maintaining the safety of the interior of the vehicle by securing all items. No loose items are permitted on the dashboard, floorboard or passenger seat.
- Ensuring that items stored on the exterior of the vehicle, such as tools and work materials, are secured during travel to prevent anything from falling off.
- District employees who operate an assigned vehicle on a daily basis are required to maintain the inside and outside by washing and vacuuming on a routine basis.

Accident Review Committee

The Accident Review Committee (ARC) is comprised of District personnel and serves to conduct a comprehensive review and analysis of the facts of the accident/incident. The ARC convenes for any District vehicle or personal vehicle used for District business or equipment involved in an accident/incident when damages are over \$1,000. Components of the review shall include:

- Compilation of facts to determine fault using documents such as the driver’s report, police report, and witness report(s).
- Meeting with employee, if necessary, to discuss the incident.
- Making a determination of the preventability of the accident; defensive driving techniques, violation of the motor vehicle code, etc.
- Providing a copy of the minutes documenting the ARC Committee’s findings to the employee’s supervisor and the Human Resources Manager.
- Recommending disciplinary actions and/or training courses if the accident is determined to have been preventable. Prior driving related incidents will also be considered when making a recommendation to the Human Resources Manager.

Employees are entitled to a copy of the minutes upon request to the Human Resources Department.

VEHICLE USE

A. Commercial Vehicles

Only employees authorized by their supervisor and who hold an appropriate commercial driver’s license will be permitted to operate the District’s commercial vehicles on public streets.

B. Personal Vehicles on District Business

Employees who drive their personal vehicles on District business are subject to the requirements of this program including:

- Maintaining auto liability insurance with minimum limits as set forth by the State of California.
- Maintaining their vehicle in a safe operating condition.

C. Non-Employees

Non-employees are not permitted, under any circumstances, to drive or operate District vehicles/equipment or transport a vehicles/equipment for repair.

DRIVER DETERMINATION

The District will determine if an employee is authorized to operate a District vehicle by considering his/her eligibility, qualifications, background check, and performance records. An employee's eligibility to drive a District vehicle is based on the employee's job function and the following criteria:

A. Driver Requirements & Qualifications

- Class C license – All California regulated driver qualification requirements must be met.
- Class A/B license – where applicable, drivers will comply with the Department of Transportation (DOT) and the Commercial Driver License (CDL) regulations.
- Construction Equipment – before being assigned to operate specialized construction equipment including, but not limited to, backhoes, excavators, articulated loaders, tractors, graders, trenchers, etc., the driver shall be approved and evaluated by the District's Heavy Equipment Operator or Construction Supervisor.

All employees who operate a vehicle will be enrolled in the Department of Motor Vehicle (DMV) Pull Notice Program. Employees who participate in this program authorize the DMV to forward their driving performance records to the District for review annually or more frequently if necessary by DMV reporting requirements.

B. Commercial Driver

The following criteria, established by DOT and DMV, identify high-risk drivers. An employee is deemed unauthorized to drive a District vehicle if the performance documentation for the past year includes a conviction for Driving Under the Influence (DUI) or two or more of the following moving violation convictions:

- Hit and run
- Failure to report an accident
- Negligent homicide arising out of the use of a motor vehicle
- Driving a motor vehicle during a period of suspension or revocation
- Using a motor vehicle for the commission of a felony
- Driving a motor vehicle without the owner's permission
- Permitting an unlicensed person to drive
- Reckless driving
- Speeding
- Receiving four or more DMV points within a consecutive 24-month period or six or more DMV points within a consecutive 36-month period.

ACCIDENT REPORTING, RECORD-KEEPING, AND ANALYSIS

A primary goal of the District is to maintain an accident-free workplace. When an accident does occur, it may identify a need for more intensive driver training, improved driver review procedures, improved vehicle inspection and/or maintenance activities, and changes in traffic routes or driver habits.

A. Employee Responsibilities

It is the responsibility of an employee to practice good driving habits and obey all traffic laws. If an employee is involved in a vehicle collision or property damage incident, it will be promptly reported and investigated to determine

the cause(s). The employees must complete the Vehicle or Equipment Accident Damage (VEAD) report and submit it to his/her supervisor by the end of the shift or sooner. When an incident involves a member of the public, the Sheriff's Department will always be called upon to make a report.

B. Supervisor Responsibilities

In the event a motor vehicle accident occurs it is the responsibility of both the employee and his/her supervisor to report the accident by following the procedures outlined below:

- Supervisors will review the completed VEAD report or discuss with the employee verbally within 24 hours of the incident.
- The supervisor shall forward the VEAD report along with any supporting data (e.g., witness statements, photographs, police reports, etc.) to the Safety and Risk Manager as soon as possible.

VEHICLE INSPECTION AND MAINTENANCE

Proper inspection and maintenance of vehicles and equipment are important aspects of the Motor Fleet Safety Program.

A. Vehicle Inspection (Class C or pool vehicles)

The driver will visually inspect the vehicle daily prior to use and report any problems/damage found to the Senior Mechanic. The driver will perform a visual inspection at the end of the day and report any problem/damage found to the Senior Mechanic. The driver will not operate any vehicle deemed to be unsafe for any reason. If no new problem/damage is found, the driver is not required to submit a second Daily Driver Vehicle Inspection Report form.

Prior to use at current day's origin point, the employee shall document the findings of the inspection on the Daily Driver Vehicle Inspection Report form. Completed reports are to be submitted to the Senior Mechanic on a weekly basis.

It is strongly recommended to place a traffic cone in the front and rear of the vehicle to serve as a reminder to perform the pre-trip walk around inspection.

Failure to perform and document vehicle inspections may result in disciplinary action.

B. Bi-annual Inspection of Terminals (BIT) Program (Class A or B and Dump Trucks)

The District participates in the BIT Program. Per BIT Program regulations, Class A and B vehicles shall be inspected daily prior to use by the driver. Any findings shall be documented and reported to the Senior Mechanic and corrected promptly.

C. Vehicle Preventive Maintenance

Preventive Maintenance (PM) is performed on a scheduled mileage or time basis.

- Vehicles shall only be operated if safe to do so. Any report of a safety failure must be corrected immediately.
- Emergency maintenance must be authorized by the Senior Mechanic.
- The District's vehicle procurement, inspection, and maintenance program records will be maintained by the garage.

DRIVER SAFETY REGULATIONS AND GENERAL SAFETY RULES

DRIVER SAFETY REGULATIONS

A. Traffic Laws

Drivers shall abide by all federal, state and local motor vehicle regulations, laws and ordinances.

B. Seat Belts

The driver and all occupants are required to wear safety belts while riding in a vehicle. The driver is responsible for ensuring passengers wear their safety belts.

C. Impaired Driving

The driver must not operate a vehicle at any time when his/her ability to do so is impaired, affected, or influenced by alcohol, illegal drugs, prescribed or over-the-counter medication, illness, fatigue or injury.

D. Cellular Telephones

The following procedures apply to employees driving on District business who wish to use cellular telephones in their vehicle.

- Hands-free speakers and microphone are required to allow hands-free operation while the vehicle is in motion.
- Drivers shall not place outgoing calls while the vehicle is in motion.
- If the driver's cell phone is not equipped for hands free operation, use of the cell phone is permitted only when the vehicle is safely parked.
- Drivers shall not read or send texts, emails or social media communications while driving any District vehicle.

General Safety Rules

Employees operating District vehicles are not permitted to:

- Pick up hitchhikers.
- Use headphones.
- Use any radar detector, laser detector or similar devices.
- Push or pull another vehicle without authorization from the Senior Mechanic.
- Transport flammable liquids or gases unless a DOT or Underwriters' Laboratories approved container is used, and then only in specified limited quantities. The Safety and Risk Manager must be informed prior to transporting any hazardous material over the specified limited quantities.
- Assist disabled motorists or accident victims beyond their level of medical training. If a driver is unable to provide the proper medical care, he/she must restrict his/her assistance to calling 911.

District and Personal Property

Employees are responsible for District property and equipment under their control. The District requires a police report for all District and/or personal property reported as stolen from a District vehicle or personal vehicle used while on District business. The District is not responsible for loss of employee personal property.

When there is theft or damage to an unattended vehicle, an employee shall:

- Notify the local police department and request an incident report.
- Notify the District's Safety and Risk Manager at (760) 597-3177.
- Wait for instructions from the District's Facilities Supervisor or Senior Mechanic prior to initiating towing and/or repairs.
- Complete a VEAD report submit it to his/her supervisor to forward together with the police report (if available) to the Safety and Risk Manager within 24 hours of knowledge of theft or damage.



PUBLIC AFFAIRS

COMMITTEE REPORT

Agenda Item: 9

Board Meeting Date: November 20, 2024
Prepared By: Dirs. Sanchez and Kuchinsky

SUBJECT: COMMUNICATION PLAN AND ENGAGEMENT PLAN

RECOMMENDATION: Adopt the Communication and Engagement Plan.

PRIOR BOARD ACTION: None

FISCAL IMPACT: Unknown.

SUMMARY: At the November 1, 2023 Board meeting, Director Kuchinsky suggested developing a District Communication and Engagement Plan (Plan); the Board referred the matter to the Public Affairs Committee to discuss the need for such a Plan. The Committee held a meeting on December 20, 2023 to discuss the communication needs of the District and the development of a stand-alone Plan that could be used to guide stakeholder communications and support the public communication goals and objectives set forth in the District's Strategic Plan. Staff developed a draft Plan, incorporating the Committee's suggestions, and presented it to the Committee at its October 22, 2024 meeting; after its review, the Committee recommended bringing the draft Plan to the full Board for its consideration.

ATTACHMENTS:

- Draft Communication and Engagement Plan
- Strategic Plan, Goal 5 – Customers and the Public

Vista Irrigation District Communications Plan

Mission Statement

The mission of Vista Irrigation District (District) is to provide a reliable supply of high quality water that meets the needs of its present and future customers in an economically and environmentally responsible manner.

Executive Summary

This Communications Plan (Plan) is designed to support the District's mission by instituting a set of guiding values for communications with the District's stakeholders; these values establish the basis for how key messages identified within this Plan are created. Additionally, the Plan identifies objectives, audiences and communication approaches, which comprise the elements of a work plan to communicate the District's key messages to its stakeholders. Lastly, methods to evaluate the effectiveness and manage the risk of the District's communications are outlined. The District recognizes that any communication elements developed as part of the Plan must align with the District's capacity to implement said elements.

Target Audiences (Stakeholders)

- Customers (residents, businesses, educational institutions and governmental agencies)
- Board members/District staff
- Media
- Service clubs
- Professional organizations
- People or organizations affected by infrastructure projects
- Elected and appointed government officials and public agencies

Guiding Values

- Transparency, Integrity and Trust: The District's commitment to transparency and integrity instills trust in the District's stakeholders.
- Clarity: Messaging shall be succinct and be delivered in a manner that is understandable by the District's stakeholders.
- Responsive: The District seeks to communicate in a timely manner and is responsive to stakeholder input.
- Fiscal Strength and Stability: The District's financial strength and stability benefits stakeholders. The District is managed in such a way to ensure financial strength and stability.
- Return on Investment (ROI) for Communication Efforts: communications will be evaluated based upon the value they create for the District and its stakeholders

Key Messages

- Reliability: The District provides highly reliable water service and invests to ensure that it can continue to provide reliable water service, which is important to the community's health, safety, and economy.
- Transparency: The District operates in a transparent manner in all aspects of its operations.
- Customer Service: The District always seeks to provide high quality and equitable customer service.
- Water Quality: The District delivers water that meets all State and Federal drinking water standards.

Objectives

- Build trust and transparency between the District and its stakeholders
- Increase the public's understanding of the District's history, services and operations, and the benefits it provides the community.
- Educate stakeholders about critical water issues including:
 - Water supply
 - Water quality/Safety
 - Infrastructure needs and issues
 - Cost of water/rates
 - Reliability
- Inform the stakeholders about infrastructure projects that may affect them.
- Provide cost effective communications.

Communication Approaches:

- Website: The District's website serves as a comprehensive information and outreach resource for stakeholders containing information on customer service, District governance and planning, education, water quality and safety, and community updates. As the communication needs of the District evolve, the District's website will be updated as necessary.
- Social Media: Utilize social media platforms to update customers on infrastructure projects, programs and emergency events.
- Newsletters: Send newsletters highlighting important announcements, upcoming projects, and tips for efficient water usage.
- Public Meetings: Organize community meetings, as needed, to directly engage with customers, address concerns, and gather feedback as needed.
- News Releases: Issue news releases to local media outlets to ensure broader coverage and reach within the community.
- Educational Materials: Distribute brochures and/or flyers at select events, District office, etc. to educate the public about water use efficiency, water quality, and the importance of infrastructure investments.

Evaluation:

- Regular monitoring and evaluation of communication activities to identify areas for improvement and ensure alignment with objectives.
- Breakdown of budget allocation for different communication activities, including personnel costs, marketing materials, advertising, and events to justify expenses based upon ROI.

Risk Management:

- Identification of potential risks and challenges associated with communication activities, such as negative public perception, misinformation and/or technical issues.
- Develop mitigation strategies and protocols for addressing crises or emergencies promptly.

Goal 5.0 Customers and the Public

Keep customers and the public informed about critical water issues, including water supply, water quality, infrastructure needs and issues, water cost issues, and water conservation.

Objective	Work plan		Completed	In Process	Ongoing	Future
5.1	Assure that all water users, as well as property owners/managers, receive meaningful water information from the District.					
	5.1.1	Maintain up-to-date contact lists differentiating owner and tenant status.			X	
	5.1.2	Prepare, assess, update and disseminate timely information to all District customers through various media: <ul style="list-style-type: none"> a. direct mailing; b. web site; c. on-hold messages; d. public service announcements; e. press releases; f. electronic communications. <i>[District web site redevelopment proposed for FY 2014 budget.]</i>		X	X	
5.2	Increase the public's understanding of the District as a separate, independent public entity, whose Board is elected by the public.					
	5.2.1	Promote organizations that are dedicated to communicating the value and importance of special districts, such as the California Special Districts Association and the Association of California Water Agencies.			X	
	5.2.2	Achieve and maintain recognition from the Special District Leadership Foundation as a "District of Distinction". <i>[The District was accredited as a "District of Distinction" in September, 2009; is in the process of meeting revised requirements for reaccreditation in August, 2013; and intends to maintain this status on an ongoing basis.]</i>	X	X	X	
5.3	Obtain information about customer knowledge and understanding of water issues affecting the District and the community.					
	5.3.1	Participate in regional surveys such as those conducted by the SDCWA to assess customer awareness levels.			X	

Objective	Work plan		Completed	In Process	Ongoing	Future
	5.3.2	Participate in community organizations in order to receive and deliver communications regarding the District and the water industry.			X	
Objective	Work plan		Completed	In Process	Ongoing	Future
5.4	Provide understandable and interesting information about the District and water issues.					
	5.4.1	Maintain the District's Speakers Bureau program to provide appropriate speakers to community groups and organizations.			X	
	5.4.2	Evaluate and utilize alternatives such as print media, television media, Internet, industry publications, newsletters, and speaking engagements to convey District messages and information to the appropriate audiences.			X	
	5.4.3	Develop unique and creative approaches to public outreach, particularly related to drought and conservation, such as through the District's Public Service Announcement (PSA) program in local movie theaters.			X	
5.5	Maintain effective and customer-friendly customer service activities.					
	5.5.1	Provide friendly and responsive customer service at the counter.			X	
	5.5.2	Provide timely personal response to telephone customers.			X	
	5.5.3	Improve electronic/technological options in order to provide better service to the public, such as website redesign and expanded customer account inquiry/payment options. <i>[Electronic bill presentment and payment implemented July 2012; web site redevelopment proposed for FY 2014 budget; and new enhancements are being considered on an ongoing basis.]</i>	X	X	X	
	5.5.4	Improve customer service in the field by promoting outreach activities to customers affected by District actions in the field.			X	



Agenda Item: 10

STAFF REPORT

Board Meeting Date: November 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

SUMMARY: Informational report by staff and directors concerning the San Diego County Water Authority. No action will be required.



STAFF REPORT

Agenda Item: 11.A

Board Meeting Date: November 20, 2024
Prepared By: Ranae Ogilvie

SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

SUMMARY: Directors will present brief reports on meetings and events attended since the last Board meeting.



STAFF REPORT

Agenda Item: 11.B

Board Meeting Date: November 20, 2024
Prepared By: Ramae Ogilvie
Approved By: Brett Hodgkiss

SUBJECT: SCHEDULE OF UPCOMING MEETINGS AND EVENTS

SUMMARY: The following is a listing of upcoming meetings and events. Requests to attend any of the following events should be made during this agenda item.

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
1 *	CSDA Quarterly Meeting <i>November 21, 2024; 6:00 p.m.; The Butcher Shop, Kearny Mesa</i> <i>Reservation deadline: Closed</i>	MacKenzie (R)
2	ACWA Fall Conference <i>Dec. 3-5, 2024; JW Marriott Desert Springs Resort & Spa, Palm Desert</i> <i>Registration deadline: Closed; Cancellation deadline: Closed</i>	Sanchez 12/3 (R, H) Kuchinsky 12/4 (R) MacKenzie (R, H)
3 *	Vista Chamber Government Affairs <i>Dec. 5, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: None</i>	Kuchinsky ◇
4	Colorado River Water Users Association Conference <i>Dec. 4-6, 2024; Paris Hotel, Las Vegas</i> <i>Early Registration deadline: Closed; Cancellation deadline: Closed</i>	Miller (R, H) Sanchez (R, H)
5 *	2025 State of the Community Luncheon <i>January 27, 2025; 11:00 a.m. – 1:30 p.m.; City of Vista Community Room, Vista</i> <i>Registration deadline: TBD; Cancellation deadline: TBD</i>	
6	Urban Water Institute 2025 Spring Conference <i>February 26-28, 2025; Riviera Resort & Spa, Palm Springs, CA</i> <i>Registration deadline: 12/31/2024; Cancellation deadline: 2/14/2025</i>	
7	ACWA 2025 Spring Conference <i>May 13-15, 2025; Monterey, CA</i> <i>Registration deadline: TBD</i>	
8	Special District Legislative Days (CSDA) <i>May 20-21, 2025; Sacramento, CA</i> <i>Registration deadline: TBD</i>	
9	CSDA Annual Conference <i>August 25-28, 2025; Monterey, CA</i> <i>Registration deadline: TBD</i>	
10	2025 CALAFCO Annual Conference <i>October 22-24, 2025; San Diego, CA</i> <i>Registration deadline: TBD</i>	
11	ACWA 2025 Fall Conference <i>December 2-4, 2025; San Diego, CA</i> <i>Registration deadline: TBD</i>	
12	Colorado River Water Users Conference <i>December 16-18, 2025; Caesars Palace, Las Vegas, NV</i> <i>Registration deadline: TBD</i>	

* Non-per diem meeting except when serving as an officer of the organization

The following abbreviations indicate arrangements that have been made by staff:

R=Registration; **H**=Hotel; **A**=Airline; **S**=Shuttle; **C**=Car; **T**=Tentative; **◇**=Attendee to Self-Register



Agenda Item: 12

STAFF REPORT

Board Meeting Date: November 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

SUMMARY: This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming Board meetings and/or identify press release opportunities.

Staff-generated list of tentative items for future agendas:

- Annual Organizational Meeting (December)
- Fiscal Year 2024 Audit (January)
- District Committees and Representatives to Outside Organizations (January)
- Main Replacement Program update (February)
- Edgehill Reservoir and Pump Station ribbon cutting ceremony (first quarter of 2025)



Agenda Item: 13

STAFF REPORT

Board Meeting Date: November 20, 2024
Prepared By: Ranae Ogilvie

SUBJECT: COMMENTS BY DIRECTORS

SUMMARY: This item is placed on the agenda to enable individual Board members to convey information to the Board and the public not requiring discussion or action.



STAFF REPORT

Agenda Item: 14

Board Meeting Date: November 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL COUNSEL

SUMMARY: Informational report by the General Counsel on items not requiring discussion or action.



STAFF REPORT

Agenda Item: 15

Board Meeting Date: November 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL MANAGER

SUMMARY: Informational report by the General Manager on items not requiring discussion or action.



Agenda Item: 16

STAFF REPORT

Board Meeting Date: November 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: CLOSED SESSION TO CONDUCT PUBLIC EMPLOYEE PERFORMANCE
EVALUATION - GENERAL MANAGER

SUMMARY: Performance evaluation of public employee pursuant to Government Code section 54957.



Agenda Item: 17

STAFF REPORT

Board Meeting Date: November 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: GENERAL MANAGER COMPENSATION

RECOMMENDATION: Review the compensation of the General Manager and take action as appropriate.