

# AGENDA ITEM III-2

## STAFF REPORT

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To: Board of Directors

From: Donna Silva, Director of Finance; and  
Paul Helliker, General Manager

Date: December 16, 2020

Subject: Rescission of Policies Comprising Employee Manual; revision and expansion of existing policy HR-6.5 Employee Compensation

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### **RECOMMENDED ACTION**

Staff, in conjunction with the Personnel Committee, recommend that the Board rescind, by motion, all existing policies that comprise the existing Employee Manual and adopt by motion, revisions, expansions and renumbering of HR-6.5 Employee Compensation.

### **BACKGROUND**

A comprehensive employee manual is a managerial necessity in any organization. They exist so that employers can effectively manage their workplace. Distribution of the manual ensures that employees are aware of their responsibilities, benefits, employer expectations and are able to perform their job duties effectively. They help maintain a professional environment by documenting the expectation of the entire workforce and serve as an important resource for employee in terms of pay and benefits. The District distributes the employee manual to all new hires on their first day of employment and all employees are required to read the manual and refer to it throughout the term of their employment with the district.

Most of the information conveyed in an employee manual is managerial or operational in nature, but state law requires board approval for salaries and some benefits. Government Code section 61051, part of the CSD law, provides statutory responsibility of the personnel system to the General Manager. Under section 61051, the General Manager is responsible to operating the District personnel system as established by the board and for supervising the District's finances within the confines of the Board approved budget and financial policies. Outside of setting base salaries and benefits, it is important that the General Manager have the ability to update the manual as needed to respond to changing business environments and needs.

The current employee manual for the District is a collection of 77 board approved policies, last updated 14 years ago. Of the 77 policies, 15 pertain to salaries and benefits. Over the course of the past 14 years, laws have changed, District management has changed and District practices have changed, all to the point

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that many elements of the existing collection of policies are no longer in force or relevant.

One other aspect of our effort to update the employee manual is that we want to make it easier to use than the current format consisting of a collection of separate individual Board-approved policies.

**CURRENT STATUS**

Staff, in conjunction with legal counsel, has completed a thorough review of all the policies and has converted them into a Personnel Manual, organized with chapters and sections, led by a comprehensive table of contents and a welcome to new employees. The 15 policies dealing with salaries and benefits have been added to existing board policy HR-6.5 Employee Compensation. Staff recommends renaming the policy to "HR-6.1 Employee Compensation and Benefits. The policy will be incorporated into the personnel manual in Chapter 4 Wages, Benefits and Salary Plan Administration. The chapter references the new policy and clearly states that any changes must be approved by the Board of Directors.

**HR-6.1 Employee Compensation and Benefits**

This proposed policy, attached, proposes minor language edits and combines 15 previous policies concerning wages and benefits into one policy. Staff is recommending numerous updates to the various policies as well. The table below indicates which of the existing policies recommended for rescission are addressed in this new proposed policy, where they can be located in the new policy and the recommended changes or differences between the existing policy and the proposed policy.

Existing Policy Number and Name	Location in Proposed New Policy	Recommended Change
HR-6.5.6 Employee Compensation	HR-6.1.6	Minor clarifications, no substantive revisions.
Policy 3090 – Incentive Award Program	HR-6.1.11	Re-vamped to simplify and to clarify eligible actions.  Removed language regarding pensionability of the program. Pensionability is governed by state law. Based on recent audit by CalPERS, our Incentive Award Program as currently written, and as written in revised policy are not pensionable. In order to be pensionable, the award has to be based on goals/metrics that are specifically measureable and specific to each individual employee. For example, if an employee has a list

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		of goals for a period of time, and they met them and got an award, that award would be pensionable.
Policy 4020 – Group Health Insurance	HR-6.1.14	Updated to include the cap on health benefits payment to that of the Blue Shield HMO.  Added language to reflect Resolution 18-09, which the District was required to adopt by CalPERS, changing the max contribution from Blue Shield Access Plus for county of residence, to rate for Region 1, due to methodology change at CalPERS.
	HR-6.1.15	Added language instituting a cash in lieu of health care benefit of \$450 per month (represents market median of similar benefits). If utilized, could save the District between \$1,805 and \$2,480 per employee, per month.
	HR-6.1.16	<ul style="list-style-type: none"><li>• Changed date of First Tier from February 14, 2009 to February 1, 2009 per call with CalPERS.</li><li>• Clarified that Tier 1 employees must retire through CalPERS within 120 days of separation from SJWD.</li><li>• Added clarification that Tier 1 is entitled to 100% of the District's current contribution for active employees – which could change in the future.</li><li>• Clarified employees in Tier 1 have ability to choose to switch to Tier 2, once per year. (All changes are in alignment with Board resolution passed in 2009).</li></ul>
Policy 4030 – Group Life Insurance	HR-6.1.19	No substantive changes.
Policy 4040 - Disability	HR-6.1.21	Existing policy allows health care & other benefits for a non-work related disability indefinitely, but only 90 days for a work related injury, which doesn't seem to make sense. Added language capping health and dental insurance for non-work related disability at one-year. Also clarified that COBRA is available after one year.  Clarified that leave balances will accrue to the

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		<p>extent the employee is integrating leave with disability (to match existing practice).</p> <p>Clarified that Floating Holidays, if earned while out on leave, will be awarded upon return. (Prevents awarding a paid leave while employee is out, which could result in being cashed out if they don't return).</p>
Policy 4050 – Workers Compensation Insurance	HR-6.1.22	Per existing policy, health benefits and leave accruals continued for 90 days. There is no legal requirement for continuation of benefits and leave accrual for employees out on Workers Comp. Proposed policy allows benefits to continue for 1 year (same as non-work related disability leave) and that leaves will continue to accrue for 90 days. Leaves will then accrue to extent integrating leave balances with disability. Floating Holidays to be awarded upon return.
Policy 4060 – Unemployment Insurance	HR-6.1.23	No changes.
Policy 4070 – Dental Insurance	HR-6.1.17	Removed reference to the name of the dental insurance provider as it may change over time.
Policy 4080 – Vision Insurance	HR-6.1.18	Revised coverage of dependents up to age 26, from 25, to match the health coverage policy.  Changed language to reflect the vision insurance policy – it was previously a cash reimbursement system.
Policy 4090 – Employee Paid Insurance	HR-6.1.20	Changed language to advise supplemental insurances are available and directed reader to Finance Director. Existing manual says supplemental life insurance is available, but there are actually more policies than that available.
HR6.5.8 – Employee Compensation; Anti-Spiking Policy/COLA	HR-6.1.8 HR-6.1.9	Cost of Living was addressed in section HR6-5.8 with the Anti-Spiking policy. Renumbered the Anti-Spiking policy to HR-6.1.8 and created section HR-6.1.9 for Cost of Living Adjustments. Changed guiding consumer price index from West to West B/C (Sacramento region fits definition of West B/C).
Policy 6020- Education Program	HR-6.1.24	Added language that on-duty education will provide benefit to the District  Changed approval for on-duty education from

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		<p>General Manager to Supervisor and/or Department Manager.</p> <p>Added dollar value maximums for Off-Duty education reimbursement (\$1,000 per FY &amp; \$5,000 career maximum).</p> <p>Eliminated requirement for any amount the employee owes back to the District to be deducted from final paycheck per legal advice.</p>
Policy 6030 – Professional Certification	HR-6.1.25	Clarified that the District pays for the first round of testing for certifications. Any future testing costs due to the employee not passing the test are the responsibility of the employee.
Policy 6040 – Credit Union	HR-6.1.26	<p>Eliminated language regarding payroll deductions – need not be stated.</p> <p>Eliminated address of nearest credit unions as those can change and are easy to look up.</p> <p>Edited language to inform employees that they are eligible for membership in most local credit unions, not just the two that had been previously listed.</p>
Policy 6050- Beneficial Suggestion		Delete. Can be covered through the incentive award program.
Policy 7040 – Uniforms and Dress Code	HR-6.1.12	Per requirement from CalPERS audit, Board is required to approve the maximum dollar amount allowed for required uniforms. Any staff required to wear a uniform is provided with uniforms on an as needed basis throughout the duration of their employment. The value of those uniforms is reported to CalPERS as a statutory item of special compensation, but the maximum dollar value must be approved by the Board. In order to avoid having to adjust annually for inflation every few years, staff recommended setting the ceiling higher than needed at \$1,000 per year. Average annual uniform costs per employee are typically less than \$500.
Policy 13010 – PERS	HR-6.1.10	<p>Revised the information on retirement benefits to include PEPRA.</p> <p>Language considerably simplified, pointing reader</p>

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		<p>to District's CalPERS contract and the CalPERS law.</p> <p>Eliminated language explaining what constitutes compensation under the retirement plan. This is controlled by the government code. By referring the reader to the contract and retirement law, the reader will always have access to accurate information.</p> <p>Clarified that an employee can either cash out vested sick leave, or convert to service credit, but not both.</p>
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Staff recommends the following actions be approved by motion of the Board:

1. Rescission of the above existing current policies, except HR-6.5 Employee Compensation;
2. Renumber and rename HR-6.5 Employee Compensation to HR-6.1 Employee Compensation and Benefits.
3. Approve amendments and additions to HR-6.1 Employee Compensation and Benefits, as described above.
4. Rescind the policies listed below as they are now addressed in the new Personnel Manual, and are the responsibility of the General Manager to maintain and keep up-to-date.

1000 Goals and Objectives  
2010 Employment  
2020 Recruiting and Selection  
2030 Non-Discrimination Policy  
2040 Employment of Relatives  
2050 District and Employee Rights  
2060 Fitness for Duty Exam  
2070 New Employee Probationary Period  
2080 Personnel Records and Privacy  
3010 Payroll Practices & Hours of Work  
3020 Payday  
3030 Stand-by Pay  
3040 Overtime Pay Non-Exempt Employee  
3050 Overtime Pay Exempt Employee  
3060 Lunch & Rest Periods  
3070 Early Return to Work Program  
3100 Reclassification  
4010 General Employee Insurance Benefits

5010 Vacations  
5020 Holidays  
5030 Sick Leave  
5040 Compassionate Leave  
5050 Jury Duty  
5060 Military  
5070 Civic  
5080 Personal Leave of Absence  
5090 Family Care Medical & Pregnancy  
5100 Administrative Leave  
6010 Employee Recognition Program  
7010 Standards of Conduct and Employee Discipline  
7020 Standards of Conduct  
7030 Conflict of Interest  
7040 Uniforms & Dress Code  
7050 Absence or Tardiness  
7060 General Anti-Harassment Policy  
7070 Use of District Tools  
7080 Disciplinary Procedure for Regular Employees  
8000 Employee Communications  
8010 Employee Representative  
8020 Employer-Employee Relations  
8030 Grievance Procedure  
8040 Employee Involvement Groups  
8050 Whistle Blower  
9000 Training & Development  
9010 Orientation  
9020 Employee Performance Appraisal  
9030 Promotions  
9040 Probation Other Than New Hire  
10010 Injury & Illness Prevention  
10020 Smoking  
10030 Safety Day Program  
10040 Alcohol & Drug Testing  
10050 Workplace Violence Prevention  
10060 Pandemic  
11010 Employee Business Travel  
11020 Meal Reimbursement  
11030 Personal Vehicle Use  
11040 Vehicle Assignment Use  
11050 Parking  
12010 Employee Separation  
12020 Layoff  
14010 Drug Free Workplace  
15010 Computer Policy

Appendix B Injury & Illness Prevention Program  
Appendix C Alcohol & Controlled Substance Testing Program

### **Future Related Topics**

Chapter 7 - Employer and Employee Relations, consists of a copy of Resolution 98-26 which establishes employer-employee relations, procedures, rules and policies. The resolution, adopted March 25, 1998 is in need of updating, in part due to changes in the law over the past 22 years. Staff will be working with legal counsel and the District's employees to draft a new resolution for Board consideration.

Additionally, the District currently utilizes a Memorandum of Understanding to specify certain employment conditions and rules pertaining solely to the water treatment plant shift operators. This MOU requires board approval. Staff is currently working with the shift operators to explain the changes needed to the MOU and will be bringing the MOU to the Personnel Committee and the Board for approval in the coming months.

#### **Attachments:**

HR-6.1 Employee Compensation and Benefits (red-lined)

HR-6.1 Employee Compensation and Benefits (clean)

Existing Employee Manual policies

Proposed Personnel Manual



Section	<b>HR-6 Human Resources</b>	Approval Date	<b>9/13/17</b>
Policy	<b>HR-6.15 Employee Compensation and Benefits Policy</b>	Latest Revision	<b>8/28/19</b>

## **HR-6.51 Employee Compensation Policy**

### **6.51.1 Compensation Philosophy**

It is the intention of the District to recruit and retain talented, results-driven employees to support the District's mission, values and goals. A compensation program is necessary to provide each employee with fair and equitable compensation for the skills the employee brings to the District and the position in which they serve. In order to provide each employee with fair and equitable compensation, the District has developed a systematic method to establish and maintain a compensation program by defining the process and clarifying the role and responsibility of the General Manager in that process. Pursuant to California Government Code section 61051(d) and 61060(f), the General Manager has the responsibility to determine the compensation of employees subject to approval by the Board as given during the annual budget process.

### **6.51.2 Process**

To ensure consistency in setting compensation, it is necessary to compare the District to other survey agencies in the appropriate labor market. In order to achieve that goal, the District will conduct a compensation survey with oversight and approval by the Personnel Committee at regular intervals (approximately every four years or sooner as deemed necessary or as directed by the Board). Following the methodology prescribed below, the standard process will consist of:

- Selection of a study lead (consultant, agency, staff member, etc.);
- Determination of classes to be surveyed (or all as required);
- Prepare survey criteria and contact survey agencies;
- Collect, analyze and determine comparability of survey data; and
- Present recommendations of study lead.
- Recommendations will be evaluated and implemented at the Board of Directors' discretion, taking to account the District's standard methodology criteria as outlined in section 6.51.3.

### **6.51.3 Survey Agencies**

To ensure consistency from one compensation survey to another the District will utilize the following survey agencies:

Carmichael Water District  
Citrus Heights Water District

Elk Grove Water District  
Fair Oaks Water District

City of Fairfield	Placer County Water Agency
City of Folsom	Sacramento County
City of Roseville	Sacramento Suburban Water District
City of Vallejo	South San Joaquin Irrigation District
El Dorado Irrigation District	Stockton East Water District

#### **6.51.4 Methodology**

- In order to maintain a fair and equitable compensation program, the District has established a standard methodology to be used in conducting compensation studies. Total compensation program includes: base salary; longevity and other specialized pay (such as, but not limited to auto allowance and incentives); District contribution towards health, dental, or vision insurance(s); and District payment of employee retirement or deferred compensation contribution. In addition, studies may include life insurance, short and long term disability, retirement formula, paid time off (holidays, vacation, sick and administrative leave) and training/educational programs. The total compensation program will be used when comparing the District's pay level to survey agencies as described below, which may include public and private sector when data is available. The intent of utilizing total compensation is to determine modifications other than salary which may be determined necessary.
- Survey agencies will include those providing similar services of similar size (number of employees, connections, population and budget) or otherwise deemed to be comparable within a radius identified based on position to the extent possible.
- Cost of living differences between surveyed agencies and the Sacramento Metropolitan Area will be evaluated to determine if significant wage differences require an adjustment to the data.
- Upon review of the survey results, the Board will determine the desirable labor market position of the top of the range. The target position will be at least equal to market median as calculated in the survey.

#### **6.51.5 Authority and Responsibility**

The General Manager (or his/her designee) is responsible for preparing a compensation budget in accordance with this Policy, as well as all applicable District Policies, which will be included as part of the annual budget review process. The General Manager will have the authority to fix and alter employee compensation in accordance with the intent of this policy and within the budgetary guidelines approved by the Board of Directors.

The General Manager may change or alter the compensation budget during the year by either: 1) requesting the Board of Directors to authorize the General Manager to make such changes at budget adoption; or 2) submitting an amended compensation budget, explaining reasons and recommendations for the change, and receiving Board approval for the change.

The General Manager will have full operational authority to implement this policy up to the limits of the approved compensation budget, which includes:

- Determining staffing requirements, titles, positions, responsibilities and organization structure. All new positions require Board approval.

- Recommending pay/salary ranges and/or total compensation to the Board for approval
- Setting goals and conducting performance reviews.
- Establishing annual pay/salary adjustments, including annual merit increases and cost-of-living adjustments (COLA) in accordance with section 6.51.7 of this policy.
- Implementing and managing Board approved incentive pay programs.
- Creating programs for position upgrades and special assignments.
- Providing pay/salary and benefit benchmarking information and studies for Board review.

The General Manager will ensure the equitable and uniform implementation of this policy including reporting to the Board at least annually, typically during the budget process.

The Board of Directors is responsible for reviewing the compensation budget as part of the District's annual budget and has the authority to consider, amend as needed, and approve that budget.

#### **6.51.6      Salary Ranges**

The District has established pay ranges for the various job classifications ~~of employees~~. In ~~this establishing these ranges, the Board of Directors considered~~ several factors ~~were considered~~, including the ~~total compensation prevailing rates~~ for similar positions in other ~~water districts comparable agencies, and each position's the~~ level of responsibility, technical qualifications and the relative degree of ~~interaction/~~decision-making. ~~Employee's~~ Salary ranges may be changed from time to time by the Board of Directors ~~and in accordance with this policy~~.

#### **6.51.7      Step-Merit Increases**

Each position at the District has a salary range. ~~Each salary range allows for placement in the range based on experience and progression through the range based on performance of the employee, at the discretion of the General Manager. The low end of the range is designed to correspond to an apprentice level for the position. The high end of the range is designed to correspond to a journey level for the position. An employee progresses through the salary range based on their performance in the position.~~

When an employee is not at the top of their salary range, they are eligible for ~~consideration of a step merit~~ increase. The amount of the ~~step merit~~ increase is ~~determined by their manager, in consultation with the General Manager~~, based on their performance the previous 12 months. Any ~~step merit~~ increase applied to an employee's salary increases the base salary amount for that employee.

~~Step Merit~~ increases are provided to eligible employees during the first full pay period in February. Those employees that are paid at the top of their salary range are not eligible for any ~~merit~~ salary ~~step~~ increases.

#### **6.51.8      Anti-Spiking Policy Related to Salaries**

The intent of the Board of Directors is to reduce the possibility of increasing the retirement liability of the District, as well as forbid the policy of spiking salaries for the purpose of increasing retirement. The Board of Directors recognizes the benefits of allowing the General Manager the authority to award step

increases based on actual work performance and merit. The Board further desires to keep employee salaries at pace with inflation.

The assumptions used by CalPERS in calculating the actuarial projections in retirement costs includes a component related to the amount of increase in salary each employee will receive. The assumptions are based on the age of employee, and number of years of service. Each year, the actuarial valuation is updated using actual salary costs, so the actuarial assumptions are not interdependent from year to year. The CalPERS table will be used to calculate the assumed base salary increase for each employee. This will form the proposed compensation budget, and will ensure that salary increases do not exceed those assumed by CalPERS

#### **6.1.9 Cost of Living Adjustments**

The General Manager has the authority to determine the specific advancement within the salary range for each employee, and to determine and award an Annual Cost of Living Adjustment (generally based on the CPI West B/C index) under the condition that the total increase for all employees does not exceed the total assumed increase used by CalPERS. Upon Board approval of the budget, the General Manager has the authority to award a combination of merit and COLA increases within the total amount of the compensation budget. Should the total increase in payroll costs for recommended step increases exceed the estimated assumed merit increase used by CalPERS, the General Manager will obtain Board approval prior to implementation.

Any COLA awarded will be effective as of July 1<sup>st</sup> of the new fiscal year.

#### **6.1.10 PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

The District is a member of the Public Employees' Retirement System of the State of California (CalPERS) and membership is compulsory for all employees. Full-time employees and those meeting the 1,000-hours per year requirement of CalPERS are covered under CalPERS. This plan requires an employee to make contributions based upon a percentage of their salary depending on their pension tier.

Full vesting occurs after five years of continuous coverage with a CalPERS participating employer; however, a member's accumulated CalPERS contributions will remain on deposit with CalPERS upon a member's separation from CalPERS-covered employment, regardless of the member's years of credited service, until the member requests to withdraw the contributions. In addition, the District contributes a substantial amount to this plan at a rate adjusted annually by CalPERS.

Upon retirement, an employee may elect to convert accumulated sick leave into service credit toward retirement according to the District's CalPERS contract. An employee may either cash out vested sick leave, as described in Chapter 3, Section 3.10 of the Personnel Manual, or convert it to service credit, but not both.

#### **Benefit Tiers**

An employee's retirement benefit formula depends upon their length of service in CalPERS, as well as the employee's entry date into CalPERS and hire date with the District, as described below.

### **Tier One**

Employees hired prior to February 14, 2009, are eligible for the 3% at 60 Miscellaneous Retirement Benefit. Final compensation is calculated by utilizing the highest average compensation during any consecutive 12 months of employment.

### **Tier Two**

Employees hired on or after February 14, 2009, and prior to January 1, 2013, are eligible for the 3% at 60 Miscellaneous Retirement Benefit. Employees joining the District on or after January 1, 2013, that were first hired into a CalPERS participating agency, without a break in service of six months or more, are also eligible for the 3% at 60 Miscellaneous Benefit. Final compensation is calculated by utilizing the average full-time pay rate of the employee's 36 highest consecutive months.

### **PEPRA Tier**

Employees first hired into a CalPERS participating agency on or after January 1, 2013, or those with a break in CalPERS covered service of six months or greater, are eligible for the 2% at 62 Miscellaneous Retirement Benefit, with final compensation calculated by utilizing the average full-time pay rate of the employee's 36 highest consecutive months.

Detailed provisions of the plan are provided in the District's contract with CalPERS and in the CalPERS Law. Employees should contact CalPERS at 1-888-CAL-PERS or the internet website at [www.CalPERS.ca.gov](http://www.CalPERS.ca.gov) for more information.

## **6.1.11 INCENTIVE AWARD PROGRAM**

### **Program Purpose**

The purpose of this program is to further the District's ability to attract and retain the services of the most experienced, motivated and capable group of employees, and to award employees for independent and creative ideas and projects that put downward pressure on water rates. Through recruitment and retention of a superior workforce, the District can better serve the interests of its customers, staff and the broader regional community.

This program is available to those employees who exhibit exemplary performance demonstrated through any of the following:

- The achievement of significant cost savings or new/increased revenue generation
- A significant improvement to efficiency
- A significant improvement in safe work practices
- A significant improvement to the District's operations

It is not the intent of this program to provide awards to employees whose continued and ongoing performance exceeds expectations. General exceptional performance is awarded through merit increases provided in the annual employee evaluation process. The Board intends incentive awards to be considered a one-time recognition of an act of exceptional merit, not as an increase to base salary. This program is funded out of the general salary and benefits annual budget, which is prepared in conformance with the Board's Compensation Policy.

## **Eligible Participants**

This program is available to full or part-time regular employees who have been with the District for at least one year. The General Manager operates under a contract and is considered separately from this policy.

## **Award Amount and Timing and Process**

The incentive award will be a fixed amount up to \$10,000 per award (subject to budget). Awards should be given as soon as possible after the event warranting the award. At the end of each calendar year, the General Manager will review the awards given and determine if additional awards are merited. Nothing in this policy guarantees that the General Manager will expend any portion of the budget for employee incentive awards or that any employee will receive an award.

## **Process for Determining Award**

Managers may recommend an employee for an award at any time. The recommendation should include a detailed description of the basis for the award and a recommended amount. The General Manager will review the recommendation, and either approve, amend or deny the award. In reviewing recommendations, the General Manager will consider the merits of the recommendation, the amount available within the budget, and the overall distribution of awards between management and non-management staff.

## **Payment of Award**

Performance incentives, when awarded, shall be paid in one installment on either the next available payroll or in February in conjunction with the annual performance evaluation process.

## **6.1.12 UNIFORM ALLOWANCE**

Certain positions, described further in Chapter 5.7 of the Personnel Manual, are required to wear district uniforms. Uniforms will be issued on an “as needed” basis during each fiscal year, not to exceed an annual value of \$1,000. The value of the uniforms provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA). The General Manager has the authority to set or change uniform requirements including brand, quantity, clothing type for each employee as long as the total annual value per employee does not exceed \$1,000 (excluding safety items).

## **6.1.13 GENERAL INSURANCE**

The District provides a wide variety of insurance coverage. It is the employee's responsibility to fill out claim forms and submit them for processing.

The District may delete or change employee insurance and other benefits with or without amending this manual, and with or without notice to employees. The specific terms of the District insurance benefits are set forth in various insurance policy and plan documents. This chapter summarizes the key benefits. In the event of any conflict between this chapter and a policy or plan document, the policy or plan document shall govern.

#### **6.1.14 GROUP HEALTH INSURANCE**

Full-time regular employees and their eligible dependents, as defined by CalPERS, are covered under the health insurance plan of their choice from among those offered by CalPERS. Coverage generally begins on the first day of the month following the date of hire. If a new employee is already covered by a CalPERS health plan that plan will likely provide coverage through the month following separation from the previous employer, resulting in continuous coverage between the former employer and hire with the District. Effective January 1, 2020, the District's contribution is capped at the "Blue Shield Access Plus" rate for CalPERS Region 1. The District will contribute an amount equal to the premium for Blue Shield Access Plus Region 1 for each eligible employee, spouse and any dependents. For example, a single employee, with no children would receive a District contribution towards health care up to the amount of the Blue Shield Access Plan premium for "employee only". If that employee marries, they would receive a District contribution towards health care up to the amount of the Blue Shield Access Plan premium for "employee plus spouse". The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District's Finance Department.

It is mandatory that each employee notify the District whenever any additions or deletions occur in their dependent status. Employees are also subject to the eligibility requirements, timing and deadlines determined by the health insurance provider.

Under federal law, if an employee's group health benefits end due to specified qualifying events, the employee or dependent may elect to continue coverage under the District's health plan for a limited period and at the employee's or dependent's expense. A qualifying event is any of the following:

For an employee:

Termination of employment (other than for gross misconduct) or reduction of hours worked so as to render the employee ineligible for coverage.

For dependents:

Death of the employee;

Divorce or legal separation;

Loss of coverage due to the employee becoming eligible for Medicare;

For a dependent child, ceasing to qualify as a dependent under the Plan.

Employees and dependents who qualify and wish to continue their coverage will receive notification of their rights and will receive the necessary information and forms to initiate the conversion process.

#### **6.1.15 CASH IN LIEU OF MEDICAL INSURANCE**

An employee who is eligible for coverage under the District's medical plan specified in Section 6.1.8, but who is covered by another medical plan, may elect not to be covered by the District's medical plan by furnishing the District with proof of such medical coverage and by signing a waiver of benefits. In return for not contributing for an employee's medical coverage, the District shall pay the employee \$450 per month (spread over 24 pay periods). If the employee later elects to reinstate under the District's medical plan, these payments will terminate. Employees may make the coverage election only upon initial hire, annually during CalPERS open enrollment, or in the event of a qualifying event (as defined by CalPERS).

## **6.1.16 POST-RETIREMENT HEALTH**

Full-time regular employees who retire from the District remain covered under a health insurance plan of their choice from among those offered by CalPERS, provided that CalPERS' guidelines are met. In accordance with the policy adopted by the Board effective as of February 14, 2009, employees are divided into two tiers for purposes of District-paid retiree health benefits premium payments: (1) those hired prior to February 1, 2009, are in the First Tier; and (2) those hired on or after February 1, 2009, are in the Second Tier. Benefits under the two tiers are:

### **First Tier (hired prior to February 1, 2009)**

Employees in the First Tier vest after five years of service in the District's payment of 100 percent of the District's current contribution amount (as defined in Section 6.1.8 - Group Health Insurance) toward post-retirement health insurance benefits under the plans offered by CalPERS. To receive this benefit, an eligible employee must formally retire through CalPERS within 120 days of separating from employment with the San Juan Water District. Any future changes to the amount of the District's contribution for active employees would apply to retired employees receiving the First Tier benefit. The District may, once each year without discrimination, allow employees who are covered under the First Tier to elect to be subject to the provisions of the Second Tier. The District must notify CalPERS which employees made that election.

### **Second Tier (Hired on or after February 1, 2009)**

Employees in the Second Tier, who have worked for the San Juan Water District for at least five years, will vest in an entitlement to District-paid health benefits premiums for CalPERS-sponsored health plans in an amount computed using the 100/90 method as described in Government Code Section 22893 and in accordance with the following vesting schedule:

<u>Years of Service in CalPERS</u>	<u>Percentage of Contribution</u>
Less than 10	0%
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

To receive this benefit, an eligible employee must formally retire through CalPERS within 120 days of separating from employment with the District. However, if an employee in Tier 2 has 20 years of service with the District, they are entitled to the full benefit whether they retire from the District or from any other entity, public or private, unless another entity offers a richer benefit than the District's, in which case the employee may be eligible for that benefit. See Government Code Section 22893 for further clarification and exceptions.

### **6.1.17 DENTAL INSURANCE**

The District provides dental insurance for full-time regular employees and their dependents. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District's Finance Department.

The District pays 100% of the employee premium for this coverage and 75% of the premium for eligible dependents. Eligible dependents are spouses, domestic partners, dependent children under age 26, and other dependents as required by state or federal law. An employee with dependent coverage contributes the remaining 25% of the premium for their dependents through payroll deductions.

### **6.1.18 VISION INSURANCE**

The District provides vision insurance for full-time regular employees and their eligible dependents. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District's Finance Department.

The District pays 100% of the premium for full-time regular employees and their eligible dependents.

### **6.1.19 GROUP LIFE INSURANCE**

Full-time regular employees are covered by group life insurance in the amount of one-times annual salary or wages. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review at the District's Finance Department.

### **6.1.20 EMPLOYEE-PAID INSURANCE**

Supplemental insurance may be available to full-time regular employees. Premiums are paid by employees through payroll deductions. See the Director of Finance/Human Resources for more details.

### **6.1.21 DISABILITY**

Full-time regular employees are covered by short-term and long-term disability insurance. Premiums are paid by the District. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District's Finance Department.

Short-term and long-term disability coverages provide weekly benefits to partially replace lost income for employees who are unable to work as the result of a disability. The nature of the disability can be injury or illness and can be work-related or non-work-related.

Physician certification is required to apply for disability benefits. While receiving disability benefits, employee leave accruals are discontinued, except to the extent the employee is integrating leave balances to augment disability payments. Safety Days earned by full or part-time regular employees will be prorated for an employee who is out on disability based upon the amount of time they worked

during the Safety Day accrual period. Any Floating Holidays granted while the employee is on leave will be added to their leave bank upon their return. The District will continue to pay health and dental benefits for employees for one year from the date of injury, while on short and long-term disability. After the one-year period, the employee may continue coverage by paying the portion of the District's insurance premium attributable to the employee's coverage. See Section 6.1.16 – Workers' Compensation Insurance for additional information about disability for work-related injuries.

#### **6.1.22 WORKERS' COMPENSATION INSURANCE**

It is the employee's responsibility to report immediately to their Department Manager any work-related injuries or illness, regardless of severity.

This coverage protects employees if injured or disabled on the job. It also provides medical, surgical, and hospital treatment in addition to payment for a portion of lost earnings that result from work-related injuries. Compensation payments begin from the first day of employee's hospitalization or after the third day following the injury if employee is not hospitalized. The cost of this coverage is completely paid for by the District. Time spent going to the District's current District Workers Compensation Medical Provider for immediate/initial treatment, up to the end of the employee's regular work day, should be reported and paid as regular time worked. However, accumulated sick, vacation or other earned time-off will need to be used for the three-day waiting period to bring the employee's compensation up to, but not greater than, the employee's regular gross pay. Disability benefits may be able to be coordinated with workers' compensation benefits, depending on the determination of both the disability and workers' compensation insurance providers. Employees needing follow-up medical appointments will be charged the time-off from their accumulated sick or vacation leave. Any overpayment of benefits will require reimbursement to the District.

Employees may choose to integrate their leave balances with their workers' compensation benefit, to bring compensation to 100%. While out on workers' compensation leave, health, dental and vision will continue to be paid for up to one year, as if the employee were working. Sick and vacation leave time will accrue for 90 days. Beyond 90 days, leave will accrue in proportion to the amount the employee is using leave balances to augment the workers' compensation insurance. Any Floating Holidays granted while the employee is on leave will be added to their leave bank upon their return.

Questions regarding workers' compensation coverage should be directed to the Director of Finance.

#### **6.1.23 UNEMPLOYMENT INSURANCE**

Unemployment insurance coverage may be available to employees in the event of separation or layoff from employment with the District. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department Office.

#### **6.1.24 EDUCATION PROGRAM**

The District encourages employees to participate in educational and training activities. In addition to increasing employee job proficiency, this education should improve work force stability and the District's ability to attract and retain outstanding employees. The education program is available to all employees after the six-month probationary period has been completed.

## **On-Duty Education**

Employees may, with prior approval, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's position, or to one they may reasonably aspire to, and that will provide benefit to the District.

All departments will annually review and identify areas of training required to maintain employees' technical and administrative capabilities. Specific schools, conferences and/or seminars are to be listed on budget submission requests wherever applicable and available. The District will pay all fees, tuition and expenses for approved training. Supervisor and/or Department Manager approval for all requests for this training must be obtained prior to enrollment.

## **Off-Duty Education**

Educational assistance is available to employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments. Assistance for off-duty educational expenses is at the discretion of the General Manager and subject to availability of budgeted funds.

This education may occur after regular working hours at a college, vocational trade school or through a self-study correspondence course, which leads to a certificate, license or diploma related to the general functions of the District.

Under special circumstances, employees may attend classes during business hours if (1) the course is not available (and will not be) at night or through a correspondence course, (2) the course pertains to a District-approved degree program, and (3) the employee arranges a flexible time schedule with their supervisor to make up time spent in class during normal work hours.

## **Eligibility for Off-Duty Education Assistance**

Only full-time regular employees, who are performing their jobs satisfactorily, are eligible for this program.

The following off-duty education may qualify for financial assistance:

- A. Post-secondary Degree (Associates, Bachelors, Masters, other as approved).
- B. Specific courses taken for credit relating to water service functions of the District.
- C. Specific courses taken for credit relating to support functions of the District (i.e., accounting, administrative, welding, chemistry, etc.).
- D. Specific courses resulting in certificates or professional licenses.
- E. Self-study/correspondence courses from reputable institutions with final exam and certificate in subjects that relate to District functions.
- F. Other programs deemed appropriate by the General Manager for District personnel.

## **Conditions for Financial Assistance**

- A. District financial assistance is limited to \$1,000 per fiscal year and \$5,000 career maximum per employee.
- B. Every course that the employee desires to attend must be approved in advance by submitting an Off-Duty Education Assistance Request Form.
- C. Any District financial support under this provision shall be implemented by a contract between the District and employee.
- D. Completion of the course with a minimum final grade of "B" or equivalent.
- E. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then, the remaining cost, up to the maximum available, will be eligible for payment by the District.
- F. Total financial assistance for Degree programs require a commitment by the employee to continue District employment for a minimum of three years following completion of the program.

If the employee leaves the District after two years, but less than three years following completion of the degree requirements, financial assistance from the District will be one-half of the cost of the degree program, with the remaining one-half the employee's responsibility. If the District has already paid the full amount, the employee will be required to re-pay the District for their half of the expense.

If the employee leaves the District less than two years following completion of the degree requirements, the employee is responsible to reimburse the District in full for its financial assistance toward the cost of the degree program.
- G. Unless arrangements have been made to pay the costs directly to the school, the assistance check is issued to the employee after they furnish evidence of expenses incurred (i.e., receipts, canceled checks, etc.).
- H. The employee will furnish the District proof of their successful completion of the course, and final grade, as soon as possible after the end of the class. Reimbursement for subsequent enrollment requires evidence of grade B or better on previously reimbursed courses.

## **Procedure**

The Degree program is approved by the General Manager on a case-by-case basis. Employees desiring to obtain a degree should submit their written request stating goals and objectives, institution that they plan to attend and schedule of estimated expenditures via their Department Manager to the General Manager. If approved, the District's financial assistance may be used only to pay for tuition, books, fees and parking.

## **6.1.25 PROFESSIONAL CERTIFICATION**

The District encourages employees to pursue professional certifications that are necessary to perform in their positions or to obtain promotions, or otherwise will be beneficial to themselves and the District.

The District will pay for the first testing cost for a certification that benefits the District. If the employee does not pass on the first attempt, subsequent testing fees will be paid by the employee. Certification and recertification fees will be paid by the District.

#### **6.1.26 CREDIT UNION**

All District employees are eligible for membership in various local Credit Unions. Employees should check with their Credit Union of interest to determine eligibility.

#### **6.1.27 EMPLOYEE ASSISTANCE PROGRAM**

All District employees have access to a variety of support services through the District Employee Assistance Program. Services include a limited amount of counseling, financial and legal consultation, and more. Information on the program can be found in the brochure located in the hallway of the Administration Building, or by contacting a staff member in the Finance/Human Resources Department.

#### **Revision History:**

Revision Date	Description of Changes	Requested By
8/28/19	Added section 6.5.3 Survey Agencies and renumbered sections accordingly; changed Section 6.5.4 “average” to “median” in last bullet; and Section 6.5.8 moved paragraph 2 to 1, added last sentence in paragraph 2, and changed last sentence to reflect COLA effective date.	Donna Silva, Finance Director





Section	<b>HR-6 Human Resources</b>	Approval Date	<b>9/13/17</b>
Policy	<b>HR-6.1 Employee Compensation and Benefits Policy</b>	Latest Revision	<b>8/28/19</b>

## HR-6.1 Employee Compensation Policy

### 6.1.1 Compensation Philosophy

It is the intention of the District to recruit and retain talented, results-driven employees to support the District's mission, values and goals. A compensation program is necessary to provide each employee with fair and equitable compensation for the skills the employee brings to the District and the position in which they serve. In order to provide each employee with fair and equitable compensation, the District has developed a systematic method to establish and maintain a compensation program by defining the process and clarifying the role and responsibility of the General Manager in that process. Pursuant to California Government Code section 61051(d) and 61060(f), the General Manager has the responsibility to determine the compensation of employees subject to approval by the Board as given during the annual budget process.

### 6.1.2 Process

To ensure consistency in setting compensation, it is necessary to compare the District to other survey agencies in the appropriate labor market. In order to achieve that goal, the District will conduct a compensation survey with oversight and approval by the Personnel Committee at regular intervals (approximately every four years or sooner as deemed necessary or as directed by the Board). Following the methodology prescribed below, the standard process will consist of:

- Selection of a study lead (consultant, agency, staff member, etc.);
- Determination of classes to be surveyed (or all as required);
- Prepare survey criteria and contact survey agencies;
- Collect, analyze and determine comparability of survey data; and
- Present recommendations of study lead.
- Recommendations will be evaluated and implemented at the Board of Directors' discretion, taking to account the District's standard methodology criteria as outlined in section 6.1.3.

### 6.1.3 Survey Agencies

To ensure consistency from one compensation survey to another the District will utilize the following survey agencies:

Carmichael Water District  
Citrus Heights Water District

Elk Grove Water District  
Fair Oaks Water District

City of Fairfield	Placer County Water Agency
City of Folsom	Sacramento County
City of Roseville	Sacramento Suburban Water District
City of Vallejo	South San Joaquin Irrigation District
El Dorado Irrigation District	Stockton East Water District

#### 6.1.4 Methodology

- In order to maintain a fair and equitable compensation program, the District has established a standard methodology to be used in conducting compensation studies. Total compensation program includes: base salary; longevity and other specialized pay (such as, but not limited to auto allowance and incentives); District contribution towards health, dental, or vision insurance(s); and District payment of employee retirement or deferred compensation contribution. In addition, studies may include life insurance, short and long term disability, retirement formula, paid time off (holidays, vacation, sick and administrative leave) and training/educational programs. The total compensation program will be used when comparing the District's pay level to survey agencies as described below, which may include public and private sector when data is available. The intent of utilizing total compensation is to determine modifications other than salary which may be determined necessary.
- Survey agencies will include those providing similar services of similar size (number of employees, connections, population and budget) or otherwise deemed to be comparable within a radius identified based on position to the extent possible.
- Cost of living differences between surveyed agencies and the Sacramento Metropolitan Area will be evaluated to determine if significant wage differences require an adjustment to the data.
- Upon review of the survey results, the Board will determine the desirable labor market position of the top of the range. The target position will be at least equal to market median as calculated in the survey.

#### 6.1.5 Authority and Responsibility

The General Manager (or his/her designee) is responsible for preparing a compensation budget in accordance with this Policy, as well as all applicable District Policies, which will be included as part of the annual budget review process. The General Manager will have the authority to fix and alter employee compensation in accordance with the intent of this policy and within the budgetary guidelines approved by the Board of Directors.

The General Manager may change or alter the compensation budget during the year by either: 1) requesting the Board of Directors to authorize the General Manager to make such changes at budget adoption; or 2) submitting an amended compensation budget, explaining reasons and recommendations for the change, and receiving Board approval for the change.

The General Manager will have full operational authority to implement this policy up to the limits of the approved compensation budget, which includes:

- Determining staffing requirements, titles, positions, responsibilities and organization structure. All new positions require Board approval.

- Recommending pay/salary ranges and/or total compensation to the Board for approval
- Setting goals and conducting performance reviews.
- Establishing annual pay/salary adjustments, including annual merit increases and cost-of-living adjustments (COLA) in accordance with section 6.1.7 of this policy.
- Implementing and managing Board approved incentive pay programs.
- Creating programs for position upgrades and special assignments.
- Providing pay/salary and benefit benchmarking information and studies for Board review.

The General Manager will ensure the equitable and uniform implementation of this policy including reporting to the Board at least annually, typically during the budget process.

The Board of Directors is responsible for reviewing the compensation budget as part of the District's annual budget and has the authority to consider, amend as needed, and approve that budget.

#### **6.1.6      Salary Ranges**

The District has established pay ranges for the various job classifications. In establishing these ranges, the Board of Directors considered several factors, including the total compensation for similar positions in other comparable agencies, and each position's level of responsibility, technical qualifications and the relative degree of decision-making. Salary ranges may be changed from time to time by the Board of Directors and in accordance with this policy.

#### **6.1.7      Merit Increases**

Each position at the District has a salary range. Each salary range allows for placement in the range based on experience and progression through the range based on performance of the employee, at the discretion of the General Manager.

When an employee is not at the top of their salary range, they are eligible for consideration of a merit increase. The amount of the merit increase is determined by their manager, in consultation with the General Manager, based on their performance the previous 12 months. Any merit increase applied to an employee's salary increases the base salary amount for that employee.

Merit increases are provided to eligible employees during the first full pay period in February. Those employees that are paid at the top of their salary range are not eligible for any merit salary increases.

#### **6.1.8      Anti-Spiking Policy Related to Salaries**

The intent of the Board of Directors is to reduce the possibility of increasing the retirement liability of the District, as well as forbid the policy of spiking salaries for the purpose of increasing retirement. The Board of Directors recognizes the benefits of allowing the General Manager the authority to award step increases based on actual work performance and merit. The Board further desires to keep employee salaries at pace with inflation.

The assumptions used by CalPERS in calculating the actuarial projections in retirement costs includes a component related to the amount of increase in salary each employee will receive. The assumptions are based on the age of employee, and number of years of service. Each year, the actuarial valuation is

updated using actual salary costs, so the actuarial assumptions are not interdependent from year to year. The CalPERS table will be used to calculate the assumed base salary increase for each employee. This will form the proposed compensation budget, and will ensure that salary increases do not exceed those assumed by CalPERS.

#### **6.1.9 Cost of Living Adjustments**

The General Manager has the authority to determine the specific advancement within the salary range for each employee, and to determine and award an Annual Cost of Living Adjustment (generally based on the CPI West B/C index) under the condition that the total increase for all employees does not exceed the total assumed increase used by CalPERS. Upon Board approval of the budget, the General Manager has the authority to award a combination of merit and COLA increases within the total amount of the compensation budget. Should the total increase in payroll costs for recommended step increases exceed the estimated assumed merit increase used by CalPERS, the General Manager will obtain Board approval prior to implementation.

Any COLA awarded will be effective as of July 1<sup>st</sup> of the new fiscal year.

#### **6.1.10 PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

The District is a member of the Public Employees' Retirement System of the State of California (CalPERS) and membership is compulsory for all employees. Full-time employees and those meeting the 1,000-hours per year requirement of CalPERS are covered under CalPERS. This plan requires an employee to make contributions based upon a percentage of their salary depending on their pension tier.

Full vesting occurs after five years of continuous coverage with a CalPERS participating employer; however, a member's accumulated CalPERS contributions will remain on deposit with CalPERS upon a member's separation from CalPERS-covered employment, regardless of the member's years of credited service, until the member requests to withdraw the contributions. In addition, the District contributes a substantial amount to this plan at a rate adjusted annually by CalPERS.

Upon retirement, an employee may elect to convert accumulated sick leave into service credit toward retirement according to the District's CalPERS contract. An employee may either cash out vested sick leave, as described in Chapter 3, Section 3.10 of the Personnel Manual, or convert it to service credit, but not both.

#### **Benefit Tiers**

An employee's retirement benefit formula depends upon their length of service in CalPERS, as well as the employee's entry date into CalPERS and hire date with the District, as described below.

##### **Tier One**

Employees hired prior to February 14, 2009, are eligible for the 3% at 60 Miscellaneous Retirement Benefit. Final compensation is calculated by utilizing the highest average compensation during any consecutive 12 months of employment.

### **Tier Two**

Employees hired on or after February 14, 2009, and prior to January 1, 2013, are eligible for the 3% at 60 Miscellaneous Retirement Benefit. Employees joining the District on or after January 1, 2013, that were first hired into a CalPERS participating agency, without a break in service of six months or more, are also eligible for the 3% at 60 Miscellaneous Benefit. Final compensation is calculated by utilizing the average full-time pay rate of the employee's 36 highest consecutive months.

### **PEPRA Tier**

Employees first hired into a CalPERS participating agency on or after January 1, 2013, or those with a break in CalPERS covered service of six months or greater, are eligible for the 2% at 62 Miscellaneous Retirement Benefit, with final compensation calculated by utilizing the average full-time pay rate of the employee's 36 highest consecutive months.

Detailed provisions of the plan are provided in the District's contract with CalPERS and in the CalPERS Law. Employees should contact CalPERS at 1-888-CAL-PERS or the internet website at [www.CalPERS.ca.gov](http://www.CalPERS.ca.gov) for more information.

## **6.1.11 INCENTIVE AWARD PROGRAM**

### **Program Purpose**

The purpose of this program is to further the District's ability to attract and retain the services of the most experienced, motivated and capable group of employees, and to award employees for independent and creative ideas and projects that put downward pressure on water rates. Through recruitment and retention of a superior workforce, the District can better serve the interests of its customers, staff and the broader regional community.

This program is available to those employees who exhibit exemplary performance demonstrated through any of the following:

- The achievement of significant cost savings or new/increased revenue generation
- A significant improvement to efficiency
- A significant improvement in safe work practices
- A significant improvement to the District's operations

It is not the intent of this program to provide awards to employees whose continued and ongoing performance exceeds expectations. General exceptional performance is awarded through merit increases provided in the annual employee evaluation process. The Board intends incentive awards to be considered a one-time recognition of an act of exceptional merit, not as an increase to base salary. This program is funded out of the general salary and benefits annual budget, which is prepared in conformance with the Board's Compensation Policy.

### **Eligible Participants**

This program is available to full or part-time regular employees who have been with the District for at least one year. The General Manager operates under a contract and is considered separately from this policy.

### **Award Amount and Timing and Process**

The incentive award will be a fixed amount up to \$10,000 per award (subject to budget). Awards should be given as soon as possible after the event warranting the award. At the end of each calendar year, the General Manager will review the awards given and determine if additional awards are merited. Nothing in this policy guarantees that the General Manager will expend any portion of the budget for employee incentive awards or that any employee will receive an award.

### **Process for Determining Award**

Managers may recommend an employee for an award at any time. The recommendation should include a detailed description of the basis for the award and a recommended amount. The General Manager will review the recommendation, and either approve, amend or deny the award. In reviewing recommendations, the General Manager will consider the merits of the recommendation, the amount available within the budget, and the overall distribution of awards between management and non-management staff.

### **Payment of Award**

Performance incentives, when awarded, shall be paid in one installment on either the next available payroll or in February in conjunction with the annual performance evaluation process.

### **6.1.12 UNIFORM ALLOWANCE**

Certain positions, described further in Chapter 5.7 of the Personnel Manual, are required to wear district uniforms. Uniforms will be issued on an “as needed” basis during each fiscal year, not to exceed an annual value of \$1,000. The value of the uniforms provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA). The General Manager has the authority to set or change uniform requirements including brand, quantity, clothing type for each employee as long as the total annual value per employee does not exceed \$1,000 (excluding safety items).

### **6.1.13 GENERAL INSURANCE**

The District provides a wide variety of insurance coverage. It is the employee's responsibility to fill out claim forms and submit them for processing.

The District may delete or change employee insurance and other benefits with or without amending this manual, and with or without notice to employees. The specific terms of the District insurance benefits are set forth in various insurance policy and plan documents. This chapter summarizes the key benefits. In the event of any conflict between this chapter and a policy or plan document, the policy or plan document shall govern.

### **6.1.14 GROUP HEALTH INSURANCE**

Full-time regular employees and their eligible dependents, as defined by CalPERS, are covered under the health insurance plan of their choice from among those offered by CalPERS. Coverage generally begins on the first day of the month following the date of hire. If a new employee is already covered by a CalPERS health plan that plan will likely provide coverage through the month following separation from

the previous employer, resulting in continuous coverage between the former employer and hire with the District. Effective January 1, 2020, the District's contribution is capped at the "Blue Shield Access Plus" rate for CalPERS Region 1. The District will contribute an amount equal to the premium for Blue Shield Access Plus Region 1 for each eligible employee, spouse and any dependents. For example, a single employee, with no children would receive a District contribution towards health care up to the amount of the Blue Shield Access Plan premium for "employee only". If that employee marries, they would receive a District contribution towards health care up to the amount of the Blue Shield Access Plan premium for "employee plus spouse". The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District's Finance Department.

It is mandatory that each employee notify the District whenever any additions or deletions occur in their dependent status. Employees are also subject to the eligibility requirements, timing and deadlines determined by the health insurance provider.

Under federal law, if an employee's group health benefits end due to specified qualifying events, the employee or dependent may elect to continue coverage under the District's health plan for a limited period and at the employee's or dependent's expense. A qualifying event is any of the following:

For an employee:

Termination of employment (other than for gross misconduct) or reduction of hours worked so as to render the employee ineligible for coverage.

For dependents:

Death of the employee;

Divorce or legal separation;

Loss of coverage due to the employee becoming eligible for Medicare;

For a dependent child, ceasing to qualify as a dependent under the Plan.

Employees and dependents who qualify and wish to continue their coverage will receive notification of their rights and will receive the necessary information and forms to initiate the conversion process.

#### **6.1.15 CASH IN LIEU OF MEDICAL INSURANCE**

An employee who is eligible for coverage under the District's medical plan specified in Section 6.1.8, but who is covered by another medical plan, may elect not to be covered by the District's medical plan by furnishing the District with proof of such medical coverage and by signing a waiver of benefits. In return for not contributing for an employee's medical coverage, the District shall pay the employee \$450 per month (spread over 24 pay periods). If the employee later elects to reinstate under the District's medical plan, these payments will terminate. Employees may make the coverage election only upon initial hire, annually during CalPERS open enrollment, or in the event of a qualifying event (as defined by CalPERS).

#### **6.1.16 POST-RETIREMENT HEALTH**

Full-time regular employees who retire from the District remain covered under a health insurance plan of their choice from among those offered by CalPERS, provided that CalPERS' guidelines are met. In accordance with the policy adopted by the Board effective as of February 14, 2009, employees are

divided into two tiers for purposes of District-paid retiree health benefits premium payments: (1) those hired prior to February 1, 2009, are in the First Tier; and (2) those hired on or after February 1, 2009, are in the Second Tier. Benefits under the two tiers are:

#### First Tier (hired prior to February 1, 2009)

Employees in the First Tier vest after five years of service in the District's payment of 100 percent of the District's current contribution amount (as defined in Section 6.1.8 - Group Health Insurance) toward post-retirement health insurance benefits under the plans offered by CalPERS. To receive this benefit, an eligible employee must formally retire through CalPERS within 120 days of separating from employment with the San Juan Water District. Any future changes to the amount of the District's contribution for active employees would apply to retired employees receiving the First Tier benefit. The District may, once each year without discrimination, allow employees who are covered under the First Tier to elect to be subject to the provisions of the Second Tier. The District must notify CalPERS which employees made that election.

#### Second Tier (Hired on or after February 1, 2009)

Employees in the Second Tier, who have worked for the San Juan Water District for at least five years, will vest in an entitlement to District-paid health benefits premiums for CalPERS-sponsored health plans in an amount computed using the 100/90 method as described in Government Code Section 22893 and in accordance with the following vesting schedule:

<u>Years of Service in CalPERS</u>	<u>Percentage of Contribution</u>
Less than 10	0%
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

To receive this benefit, an eligible employee must formally retire through CalPERS within 120 days of separating from employment with the District. However, if an employee in Tier 2 has 20 years of service with the District, they are entitled to the full benefit whether they retire from the District or from any other entity, public or private, unless another entity offers a richer benefit than the District's, in which case the employee may be eligible for that benefit. See Government Code Section 22893 for further clarification and exceptions.

#### **6.1.17 DENTAL INSURANCE**

The District provides dental insurance for full-time regular employees and their dependents. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District's Finance Department.

The District pays 100% of the employee premium for this coverage and 75% of the premium for eligible dependents. Eligible dependents are spouses, domestic partners, dependent children under age 26, and other dependents as required by state or federal law. An employee with dependent coverage contributes the remaining 25% of the premium for their dependents through payroll deductions.

#### **6.1.18 VISION INSURANCE**

The District provides vision insurance for full-time regular employees and their eligible dependents. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District's Finance Department.

The District pays 100% of the premium for full-time regular employees and their eligible dependents.

#### **6.1.19 GROUP LIFE INSURANCE**

Full-time regular employees are covered by group life insurance in the amount of one-times annual salary or wages. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review at the District's Finance Department.

#### **6.1.20 EMPLOYEE-PAID INSURANCE**

Supplemental insurance may be available to full-time regular employees. Premiums are paid by employees through payroll deductions. See the Director of Finance/Human Resources for more details.

#### **6.1.21 DISABILITY**

Full-time regular employees are covered by short-term and long-term disability insurance. Premiums are paid by the District. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District's Finance Department.

Short-term and long-term disability coverages provide weekly benefits to partially replace lost income for employees who are unable to work as the result of a disability. The nature of the disability can be injury or illness and can be work-related or non-work-related.

Physician certification is required to apply for disability benefits. While receiving disability benefits, employee leave accruals are discontinued, except to the extent the employee is integrating leave balances to augment disability payments. Safety Days earned by full or part-time regular employees will be prorated for an employee who is out on disability based upon the amount of time they worked during the Safety Day accrual period. Any Floating Holidays granted while the employee is on leave will be added to their leave bank upon their return. The District will continue to pay health and dental benefits for employees for one year from the date of injury, while on short and long-term disability.

After the one-year period, the employee may continue coverage by paying the portion of the District's insurance premium attributable to the employee's coverage. See Section 6.1.16 – Workers' Compensation Insurance for additional information about disability for work-related injuries.

#### **6.1.22 WORKERS' COMPENSATION INSURANCE**

**It is the employee's responsibility to report immediately to their Department Manager any work-related injuries or illness, regardless of severity.**

This coverage protects employees if injured or disabled on the job. It also provides medical, surgical, and hospital treatment in addition to payment for a portion of lost earnings that result from work-related injuries. Compensation payments begin from the first day of employee's hospitalization or after the third day following the injury if employee is not hospitalized. The cost of this coverage is completely paid for by the District. Time spent going to the District's current District Workers Compensation Medical Provider for immediate/initial treatment, up to the end of the employee's regular work day, should be reported and paid as regular time worked. However, accumulated sick, vacation or other earned time-off will need to be used for the three-day waiting period to bring the employee's compensation up to, but not greater than, the employee's regular gross pay. Disability benefits may be able to be coordinated with workers' compensation benefits, depending on the determination of both the disability and workers' compensation insurance providers. Employees needing follow-up medical appointments will be charged the time-off from their accumulated sick or vacation leave. Any overpayment of benefits will require reimbursement to the District.

Employees may choose to integrate their leave balances with their workers' compensation benefit, to bring compensation to 100%. While out on workers' compensation leave, health, dental and vision will continue to be paid for up to one year, as if the employee were working. Sick and vacation leave time will accrue for 90 days. Beyond 90 days, leave will accrue in proportion to the amount the employee is using leave balances to augment the workers' compensation insurance. Any Floating Holidays granted while the employee is on leave will be added to their leave bank upon their return.

Questions regarding workers' compensation coverage should be directed to the Director of Finance.

#### **6.1.23 UNEMPLOYMENT INSURANCE**

Unemployment insurance coverage may be available to employees in the event of separation or layoff from employment with the District. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department Office.

#### **6.1.24 EDUCATION PROGRAM**

The District encourages employees to participate in educational and training activities. In addition to increasing employee job proficiency, this education should improve work force stability and the District's ability to attract and retain outstanding employees. The education program is available to all employees after the six-month probationary period has been completed.

##### **On-Duty Education**

Employees may, with prior approval, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's position, or to one they may reasonably aspire to, and that will provide benefit to the District.

All departments will annually review and identify areas of training required to maintain employees' technical and administrative capabilities. Specific schools, conferences and/or seminars are to be listed on budget submission requests wherever applicable and available. The District will pay all fees, tuition and expenses for approved training. Supervisor and/or Department Manager approval for all requests for this training must be obtained prior to enrollment.

### **Off-Duty Education**

Educational assistance is available to employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments. Assistance for off-duty educational expenses is at the discretion of the General Manager and subject to availability of budgeted funds.

This education may occur after regular working hours at a college, vocational trade school or through a self-study correspondence course, which leads to a certificate, license or diploma related to the general functions of the District.

Under special circumstances, employees may attend classes during business hours if (1) the course is not available (and will not be) at night or through a correspondence course, (2) the course pertains to a District-approved degree program, and (3) the employee arranges a flexible time schedule with their supervisor to make up time spent in class during normal work hours.

### **Eligibility for Off-Duty Education Assistance**

Only full-time regular employees, who are performing their jobs satisfactorily, are eligible for this program.

The following off-duty education may qualify for financial assistance:

- A. Post-secondary Degree (Associates, Bachelors, Masters, other as approved).
- B. Specific courses taken for credit relating to water service functions of the District.
- C. Specific courses taken for credit relating to support functions of the District (i.e., accounting, administrative, welding, chemistry, etc.).
- D. Specific courses resulting in certificates or professional licenses.
- E. Self-study/correspondence courses from reputable institutions with final exam and certificate in subjects that relate to District functions.
- F. Other programs deemed appropriate by the General Manager for District personnel.

### **Conditions for Financial Assistance**

- A. District financial assistance is limited to \$1,000 per fiscal year and \$5,000 career maximum per employee.
- B. Every course that the employee desires to attend must be approved in advance by submitting an Off-Duty Education Assistance Request Form.
- C. Any District financial support under this provision shall be implemented by a contract between the District and employee.
- D. Completion of the course with a minimum final grade of "B" or equivalent.
- E. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then, the remaining cost, up to the maximum available, will be eligible for payment by the District.
- F. Total financial assistance for Degree programs require a commitment by the employee to continue District employment for a minimum of three years following completion of the program.

If the employee leaves the District after two years, but less than three years following completion of the degree requirements, financial assistance from the District will be one-half of the cost of the degree program, with the remaining one-half the employee's responsibility. If the District has already paid the full amount, the employee will be required to re-pay the District for their half of the expense.

If the employee leaves the District less than two years following completion of the degree requirements, the employee is responsible to reimburse the District in full for its financial assistance toward the cost of the degree program.

- G. Unless arrangements have been made to pay the costs directly to the school, the assistance check is issued to the employee after they furnish evidence of expenses incurred (i.e., receipts, canceled checks, etc.).
- H. The employee will furnish the District proof of their successful completion of the course, and final grade, as soon as possible after the end of the class. Reimbursement for subsequent enrollment requires evidence of grade B or better on previously reimbursed courses.

### **Procedure**

The Degree program is approved by the General Manager on a case-by-case basis. Employees desiring to obtain a degree should submit their written request stating goals and objectives, institution that they plan to attend and schedule of estimated expenditures via their Department Manager to the General Manager. If approved, the District's financial assistance may be used only to pay for tuition, books, fees and parking.

#### **6.1.25 PROFESSIONAL CERTIFICATION**

The District encourages employees to pursue professional certifications that are necessary to perform in their positions or to obtain promotions, or otherwise will be beneficial to themselves and the District.

The District will pay for the first testing cost for a certification that benefits the District. If the employee does not pass on the first attempt, subsequent testing fees will be paid by the employee. Certification and recertification fees will be paid by the District.

#### **6.1.26 CREDIT UNION**

All District employees are eligible for membership in various local Credit Unions. Employees should check with their Credit Union of interest to determine eligibility.

#### **6.1.27 EMPLOYEE ASSISTANCE PROGRAM**

All District employees have access to a variety of support services through the District Employee Assistance Program. Services include a limited amount of counseling, financial and legal consultation, and more. Information on the program can be found in the brochure located in the hallway of the Administration Building, or by contacting a staff member in the Finance/Human Resources Department.

#### **Revision History:**

Revision Date	Description of Changes	Requested By
8/28/19	Added section 6.5.3 Survey Agencies and renumbered sections accordingly; changed Section 6.5.4 “average” to “median” in last bullet; and Section 6.5.8 moved paragraph 2 to 1, added last sentence in paragraph 2, and changed last sentence to reflect COLA effective date.	Donna Silva, Finance Director





# San Juan Water District

## EMPLOYEE MANUAL

Adopted By:  
Board of Directors

9935 Auburn-Folsom Road  
Granite Bay, California 9576  
(916) 791-0115

**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : General  
POLICY TITLE : Goals and Objectives  
POLICY NUMBER : 1000  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 12, 2007

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### 1000.00 PURPOSE

Goal setting is recognized as an important part of managing the San Juan Water District. Objectives then become one of the ways of measuring the effectiveness of the District's programs. The following goals and objectives are provided for direction and use in daily operations.

### 1000.01 GOALS

The District's goals are as follows:

- To supply the highest quality of water available and best service possible at fair and reasonable rates.
- To maintain the highest degree of customer and public relations by extending to everyone the courtesy and consideration that we would expect and appreciate.
- To conduct District operations as efficiently as possible in order to maintain a sound financial structure on which we can grow and improve services and rates to our customers.
- To provide an enjoyable work environment that will promote a spirit of friendliness, team spirit and cooperation among all employees.
- To provide training opportunities for District employees so that job openings can be filled from within, whenever possible.
- To recognize and reward employees for individual merit.
- To maintain District property, buildings, operational facilities and equipment and to ensure their continued operation and usefulness.
- To ensure equal employment opportunities for all employees and to maintain a competitive level of compensation for services rendered.
- To conduct the District's business in accordance with applicable laws and regulations and to project a professional District image in the eyes of the public that we serve.

### 1000.02 OBJECTIVES

To achieve these goals, the Board has established the following objectives:

- Management will determine the specific functions for each department and the number of personnel required to perform the tasks of these functions.
- Division and/or Department Managers will ensure that their personnel are sufficiently trained and experienced in their assigned duties.

- The rules and regulations established by the Board will be communicated by the General Manager to individual employees through general and departmental meetings.
  - The Board will, within budgetary constraints, provide the resources required to meet the goals in Section 1000.01.
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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employment  
POLICY TITLE : Definitions of Employment Status  
POLICY NUMBER : 2010  
DATE ADOPTED : May 15, 2002  
DATES AMENDED : February 14, 2007

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### 2010.00      PURPOSE

To help provide uniformity in the application of personnel policies and benefits, the following terms will be used to classify employees.

### 2010.01      New-Hire Probationary Employee

New employees still on probationary service.

### 2010.02      Regular Employee

Full-time employees who have successfully completed the new-hire probationary period (minimum six months).

### 2010.03      Senior-Management Employees

Regular employees who hold the position of General Manager, Assistant General Manager.

### 2010.04      Management Employees

Regular employees who hold the position of Division Manager, Department Manager or Board Secretary.

### 2010.05      Part-Time Regular Employee

Employees who work less than thirty hours per week and who have successfully completed the new-hire probationary period (minimum six months).

### 2010.06      Temporary/Seasonal Employee

Employees hired to work less than 1,000 hours or less or employees recruited through a temporary agency, who work on a temporary basis for the District. The nature and duration of the work will be established in writing at the onset of employment. These employees will not be eligible for benefits that accrue to regular employees, including vacation time, sick leave or holidays.

### 2010.07      Exempt Employee

Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) are exempt from overtime pay requirements.

### 2010.08      Non-Exempt Employee

Employees whose positions do not meet FLSA exemption tests and are paid a multiple of their hourly wage for overtime.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employment  
POLICY TITLE : Recruiting and Selection  
POLICY NUMBER : 2020  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 2020.00 General

The following provisions apply to the recruitment and selection of regular employees, except management employees. When a non-management personnel vacancy occurs, the Division and/or Department Manager will conduct a recruitment and selection program to identify and choose the most qualified individual for the position. The General Manager, with input from the Board of Directors, shall determine the recruitment and selection criteria process to be followed for the Assistant General Manager employee, as long as the procedures used are fair and the principles set forth in the general policy are followed. The Board of Directors shall determine the procedures to be followed for recruitment and selection of the General Manager.

### 2020.01 Procedure

The following steps govern the recruiting and selection process.

Division and/or Department Managers will as appropriate:

1. Request and complete a Personnel Requisition Form when an opening occurs.
2. Post the job internally for at least three days using the Employment Opportunity Notice.
3. Request applications, either internally and/or externally, advertise as necessary.
4. Screen incoming applications or resumes to identify qualified candidates.
5. Interview applicants.
6. Conduct reference and background checks on applicants selected for the position.
7. Make a verbal job offer and arrangements for start date of employment.
8. Upon acceptance of the verbal offer of employment, provide a written notice of employment to the employee and the employee's personnel file, including the date of hire, starting salary, starting position and other particulars of employment.
9. All offers of employment will be subject to the satisfactory results of a pre-employment fitness for duty examination and drug testing in accordance with Section 2060.00. For a new employee in a position subject to the District Alcohol and Controlled Substances Testing Program for Commercial Drivers, any offer of employment also shall be subject to compliance with the pre-employment testing requirements of that program.

2020.02      Documentation

All applications and related materials, including interview notes for all interviewed candidates will be maintained by the Human Resources Department for two years.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employment  
POLICY TITLE : Non-Discrimination Policy  
POLICY NUMBER : 2030  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 12, 2007

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2030.00      Non-Discrimination Policy

It is the policy of the District to provide equal employment opportunity to all job applicants and employees. Except when based upon a bona fide occupational qualification, the District shall not unlawfully discriminate on the basis of age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, mental condition, marital status, sex or sexual orientation of any person. The District will provide reasonable accommodations to the known physical or mental limitations of any qualified disabled employee or job applicant. This non-discrimination policy applies to all areas of employment, including recruitment, hiring, training, promotion, transfers, termination, compensation and other benefits.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employment  
POLICY TITLE : Employment of Relatives  
POLICY NUMBER : 2040  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 2040.01 Anti Nepotism Policy

The District shall not employ any person who is a close family relative of another District employee, except with the express written authority of the General Manager. The District shall not employ any Board member or person who is a close family relative of a Board member. The purpose of this policy is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality and to prevent favoritism and the perception of favoritism.

### 2040.02 Close Family Relative Defined

Close family relatives mean:

Spouses	Mother-in-law
Parents	Father-in-law
Children	Brother-in-law
Brothers	Sister-in-law
Sisters	Son-in-law
Adopted Children	Daughter-in-law
Grandparents	Step Children
Aunts	Step Parents
Nieces	Uncles
Nephews	Cousins

### 2040.03 Existing Employees

This policy will not apply to employees in the District work force on or before the effective date of the Manual, provided, however, that employees with a close family relative will, in the discretion of the General Manager, be assigned to positions where no direct or indirect supervisory relationship exists and where there is no access to confidential information, such as employee evaluations. Any necessary reassignment will be accomplished as soon as possible. This provision shall also apply to District employees who become related by marriage after the effective date of this Manual. In the event of such a marriage and if an appropriate reassignment is not feasible, then one of the employees must resign from employment. If neither employee resigns, then the employee with less seniority shall be subject to termination.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employment  
POLICY TITLE : District and Employee Rights  
POLICY NUMBER : 2050  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 2050.00 District Rights

To ensure that the District is able to carry out its statutory functions and responsibilities, the following matters will be within the exclusive discretion of the District: subject to District policies, on (1) basing personnel actions on merit, (2) prohibiting bias and (3) requiring fair procedural actions, the Board of Directors and General Manager retain and may delegate, authority to manage and conduct the business and affairs of the District including, without limitation, the following:

- A. The right to direct the work force;
- B. The right to select and determine the number, qualifications and classification of employees required;
- C. The right to assign work to employees in accordance with the requirements determined by the District;
- D. The right to establish and change work schedules and assignments;
- E. The right to hire, transfer and promote or lay off employees for lack of work or funds and to suspend, discipline and discharge employees for proper cause;
- F. The right to expand or diminish services;
- G. The right to contract any work or operations of the District;
- H. The right to determine and change methods of operation;
- I. The right to determine salary ranges for new job classifications prior to appointment of any persons to fill such classifications;
- J. The right to determine and change, at its sole discretion, the number of locations, relocations and types of operation and the process and materials to be employed;
- K. The right and responsibility of final decisions regarding wages, hours and other terms and conditions of employment. Such right and responsibility shall be within the exclusive discretion of the Board of Directors.

### 2050.01 Employees Rights

- A. Employees shall have the right to join or participate or decline to join or participate, in the activities of any employee organization and shall have the right to represent themselves individually in their employee-employer relations within the District.

- B. Neither the District nor any employee organization shall interfere with, intimidate, restrain, coerce or discriminate against employees who join or decline to join in any employee organization.
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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Employment  
POLICY TITLE : Fitness for Duty Exam  
POLICY NUMBER : 2060  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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2060.00      **Fitness for Duty Exam**

- A.    **Policy Objectives.** Pre-employment medical examinations and reviews shall be conducted to achieve the following objectives: (1) to ensure that all new employees are medically and physically able to perform their job duties; (2) to ensure that every new employee's health and safety is not at risk or impaired with respect to his or her job; (3) to minimize the exposure to financial liability arising from medically identifiable deficiencies; and (4) to document the physical and medical condition of new employees as they begin employment with the District.
- B.    **Designated Medical Provider.** The General Manager shall select a licensed medical clinic, doctor or other medical provider to conduct the pre-employment medical review and exam under this policy (the "Medical Provider"). The Medical Provider may utilize an independent laboratory for portions of the exam. All expenses of the Medical Provider in implementing this policy shall be paid by the District. The Medical Provider will administer the medical review and exams in a professional, timely and confidential manner.
- C.    **Pre-Employment Medical Review and Exam Requirement.** All offers of employment with the District shall be subject to the acceptable results of a pre-employment medical review and examination of the applicant as provided in this policy. The applicant must submit to a physical examination and the Medical Provider must determine whether the applicant is medically and physically fit to perform the essential functions of the position applied for and can perform such functions without posing a direct threat to the health or safety of others in the workplace.
- D.    **Job-Related Qualification Standards.** The General Manager shall establish job-related physical standards and qualifications regarding performance of the essential functions for each job classification, including, but not necessarily limited to, standards for height, weight, strength and medical and physical health. An applicant's failure to achieve and maintain one of these standards as established by the General Manager will result in disqualification from employment. The General Manager will supply the Medical Provider with the job classifications and standards and qualifications for all positions subject to this policy.

E. Forms. The General Manager, in consultation with the Medical Provider, shall determine, prepare, amend and maintain the forms that are necessary or appropriate to implement this policy.

F. Medical Exam and Review Components. The medical exam and review shall include the following components:

1. For field personnel: medical history review; basic physical exam (including height, weight, blood pressure, pulse, etc.); visual acuity/depth and color perception/gross hearing tests; electrocardiogram (EKG); audiometry; pulmonary function tests; and laboratory analysis (including urinalysis, complete blood count and chemistry panel).
2. For office personnel: medical history review, basic physical exam (including height, weight, blood pressure, pulse, etc.); visual acuity/depth and color perception/gross hearing tests; and laboratory analysis (including urinalysis, complete blood count and chemistry panel).
3. Audio/hearing testing will be required for those employees that may be exposed to equipment that produces noise in excess of 85 DBA. The District Safety Coordinator shall determine which positions require audio/noise testing and the necessary frequency of such testing.

If the medical history, records or tests indicate a potentially abnormal condition that may relate to an applicant's employment, further tests, examination or medical records may be ordered by the General Manager upon the Medical Provider's recommendation.

G. Procedure.

1. When an applicant has received a job offer contingent upon successful completion of the pre-employment medical review and exam, he or she will be given the appropriate medical history and consent and release form(s) to complete and sign, instructed regarding the District's pre-employment medical review and exam policy and advised of the time and location of his or her appointment with the Medical Provider. An applicant who fails or refuses to complete and sign the medical history and consent and release form(s)and/or to appear and submit to the medical examination or any portion of it, shall be disqualified from employment with the District.
2. The medical review and examination shall be conducted by the Medical Provider. The Medical Provider will determine whether, in its judgment, the applicant is medically and physically fit to perform the essential functions of the position applied for and can perform such functions without posing a threat to the health or safety of others in the workplace. The review and examination will consist of the components outlined above, unless otherwise agreed between the Medical Provider and the General Manager.

The Medical Provider will contact the General Manager if further testing or examination is recommended.

Upon completion of the medical review and examination and test results, the Medical Provider will immediately forward one copy of the medical examination report forms to the General Manager, retaining one copy for the Medical Provider's files. No statement of medical cause or actual detailed test results will be reported to the District. If applicable, the Medical Provider also shall describe the functional limitations of the applicant that may limit the applicant's fitness to perform the position.

3. Upon receipt of the medical examination report forms from the Medical Provider, the General Manager will evaluate the information and determine whether the applicant is fit for duty under this policy. The General Manager shall then either: (a) approve the applicant for the position applied for; (b) recommend further review and examination by the Medical Provider; or (c) determine that the applicant failed to satisfy the District's pre-employment medical review and examination policy, in which case the applicant shall be disqualified from employment with the District (subject to the appeal process and qualified disability provisions below). The General Manager shall promptly inform the applicant of the determination. If the determination is disqualification, then the applicant shall also be notified of the appeal procedure below.

4. Qualified Disability. If the applicant is determined to be unfit for employment with the District and if the unfitness is a result of a qualified disability under federal and/or state law, the District may investigate whether the applicant can perform the essential functions of the position with reasonable accommodation that would not impose an undue hardship on the District or whether the applicant may be hired to work in a restricted capacity in a particular position so that the best interests of the District and applicant are served.

5. Confidentiality. The forms and results of the pre-employment medical review and examination shall be treated confidentially, kept separate from the regular personnel files and made available only to the General Manager and District's attorneys and other District Division and/or Department Managers that have a clear business reason to know the information. The forms and results will not be released to anyone else without the consent of the applicant or by court order.

#### H. Appeal Procedure

1. If an applicant is disqualified from employment for failing to satisfy the District's pre-employment medical review and examination policy, he or she may file a written request through the General Manager for a review of his or her disqualification. The request must be submitted to the General Manager within five working days after the applicant is notified of the disqualification. If the applicant

fails to timely request a review under this subsection, then the disqualification shall be final.

2. If the request for review is timely filed, the applicant may then submit additional information regarding his or her medical condition, including a report by an independent licensed medical clinic, doctor, laboratory or other medical provider. The additional information must be submitted within 15 days from the date of the request to the General Manager. The information provided must be relevant to the nature and extent of the medical condition(s) that relate to the applicant's disqualification. The applicant shall pay all costs and expenses relating to any independent medical examination or report.
3. Additional medical information provided by the applicant will be submitted to the District's Medical Provider for its review and determination whether, in light of the additional information, any change in the Medical Provider's initial report is warranted. If the Medical Provider, after reviewing the information, reverses its earlier report, then the applicant will be approved for the position applied for. If the Medical Provider affirms or upholds its earlier report, then the disqualification shall be final.

**Applicability and Exemptions.** This policy shall apply to all new District employees. It shall not apply to temporary employees, elected officials, volunteers or independent contractors.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employment  
POLICY TITLE : New Employee Probationary Period  
POLICY NUMBER : 2070  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 2070.00 New Employee Probationary Period

The first six months from date of hire provides an introductory period within which the new employee receives work experience. During this time, both the new employee and the District will evaluate employment suitability and determine whether the employment relationship should continue. If the employee is dissatisfied with the District, he or she may leave with neither advance notice nor cause. If the District is dissatisfied, it may terminate the employment relationship at any time during the probationary period without notice or cause and without reference to the procedures of Section 7020. Successful completion of the probationary period does not guarantee continued employment. The General Manager may extend the probationary period beyond six months.

New hire probationary employees shall be entitled to sick leave, vacation, paid holidays and contributions to PERS accruing from the date of hire. Vacation time, safety days, time-off and District floating holiday, will accrue for the six-month probationary period (or an extended probationary period) and will be available for use by the employee upon the successful completion of the probationary period. If the employee separates from the District before the end of the probationary period, the value of the accrued vacation will be paid to the employee. All medical and life insurance benefits will start on the first of the month following the date of hire.

Use of vacation time, safety day, time-off and District floating holiday prior to the end of the six-month probationary period requires prior approval of the Division and/or Department Manager or in his/her absence, the General Manager.

### 2070.01 Procedure

Division and/or Department Managers will be responsible to assure new employees receive training, coaching and evaluation during the probationary period.

Performance evaluations will occur at approximately two months and four months from date of hire. These evaluations may be in writing and/or in the form of verbal feedback. Informal coaching and feedback will be provided on a daily or as-needed basis.

On or before six months after the date of hire, the Division and/or Department Manager, or the General Manager in the case of management employees, shall notify the new hire

probationary employee, in writing, that the employee shall be allowed to become a regular employee or that the duration of probation has been extended or that the employment is terminated.

If, during the probationary period, unsatisfactory performance or behavior does not improve with training and coaching, the employee will be released from employment. This discharge may occur without advance warning or notice.

2070.02      Probation Other Than For New Hires – Section 9040.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employment  
POLICY TITLE : Personnel Records and Privacy  
POLICY NUMBER : 2080  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 2080.00      PERSONNEL RECORDS AND PRIVACY

Access to personnel files is restricted to authorized employees, Division and/or Department Managers, Operation Managers, Assistant General Manager, attorneys for the District and General Manager of the District, on a "need-to-know" basis.

All information requests and employment verification requests shall be directed to the Finance and Administrative Manager. Except for authorized disclosure of information by the General Manager or the Finance and Administrative Manager, District employees shall not provide personal or employment references for ex-employees or current employees.

Employees can review their own file during normal business hours, with advance arrangements with the General Manager. Copies of documents from the personnel file can be made for the employee for their own records.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Payroll Practices and Hours of Work  
POLICY TITLE : Work Week and Hours of Work  
POLICY NUMBER : 3010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 3010.00 WORK WEEK AND HOURS OF WORK

With the exception of flex-time schedules and Treatment Operators, all personnel will work Monday through Friday. The office is open to the public from 8:30 a.m. until 5:00 p.m. Office and Conservation personnel follow an 8:30 a.m. - 5:00 p.m. schedule; Field personnel follow a 7:00 a.m. - 3:30 p.m. schedule; Engineering personnel follow a 7:30 a.m. - 4:00 p.m. schedule; non-Operator Treatment personnel follow a 7:00 a.m. - 3:30 p.m. schedule; and Treatment Operators hours shall conform to the District Memorandum of Understanding (see Appendix A). The District workweek is Sunday 12:01 a.m. through Saturday midnight, unless an alternative workweek has been designated for a specific work unit by the General Manager.

The last few minutes of any workday may be authorized by the Division and/or Department Manager for the cleaning up and putting away of tools and equipment. Employees may also be authorized to use this time to clean themselves as well as their work areas. The District looks unfavorably at any idle time and encourages all employees to use their own initiative in all situations when not otherwise directed to make productive efforts toward the betterment of the District.

### 3010.01 Flex-Time Scheduling

Flex-time scheduling was established to offer employees an alternative to standard Monday through Friday work schedules. Employees may be able to take one flex day off per pay period by working slightly longer workdays. Each Division and/or Department Manager is responsible for the scheduling of hours within his/her department. Any schedule changes must not affect service to District customers. There can be no reduction in service as a result of flex-time scheduling. Flex-time scheduling is a privilege, not a right. It will be offered by the Division and/or Department Manager to individual employees or when work is interdependent (such as field crew), as a group. If the employee chooses not to participate in flex scheduling, he/she will observe the regular, pre-flex hours established for each department in the District. Flex-time scheduling must be scheduled and utilized within the designated pay period. The use of flex-time shall not result in a non-exempt employee working more than 40 hours in his or her workweek.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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POLICY TYPE : Payroll Practices and Hours of Work  
POLICY TITLE : Payday  
POLICY NUMBER : 3020  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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3020.00      PAYDAY

All employees will be paid every other Friday, resulting in 26 pay periods per year.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Payroll Practices and Hours of Work  
POLICY TITLE : Stand-By Pay  
POLICY NUMBER : 3030  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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3030.00      **STAND-BY PAY**

Employees who are assigned to stand-by in a non-working status during off-duty hours shall be entitled to daily stand-by pay equal to two hours of regular pay at the employee's regular rate of hourly pay for stand-by duty on regular District work days and daily stand-by pay equal to four hours of regular pay at the employee's regular rate of hourly pay for stand-by duty on weekend days and District holidays. Employees assigned to stand-by duty during a District holiday also will be compensated for the holiday by receiving eight hours added to the employee's accrued vacation.

If an employee on stand-by duty is called in to work, then the employee shall be compensated for hours worked in accordance with the normal compensation system, including overtime if applicable, provided, however, that (1) the minimum time for stand-by duty and hours worked shall be two hours for regular District work days and four hours for weekend days and District holidays; and (2) travel time from the employee's residence to the reporting station and return to the residence shall be included in calculating hours worked (exception -- if the employee would be required to remain on duty until the start of the regularly scheduled shift, then return travel time will not be counted as hours worked).

All standby personnel are required to be State Certified D3 Operators and/or be required to demonstrate the skills and knowledge necessary to perform standby duties in order to remain on active standby status. Stand-By duty is a requirement of some positions. Employment of personnel of these positions requires residence within a 60 minute response time. Exceptions to the residence requirement in hiring for these positions require written approval by the General Manager. All policies within this manual are applicable during on-call activities. An employee on stand-by duty will not be disciplined for delays in responding attributable to traffic conditions beyond the employee's control.

An employee shall receive call-back pay whenever he or she is required to return to duty because of work requirements if notice to return is given to the employee following termination of his normal work shift and departure from the District offices ("call-back" or "call-out").

3030.01 The minimum call-back time will be two hours. A maximum of three 2-hour minimum call-outs during a 16-hour time period after completion of a normal work shift will be permitted.

3030.02 A maximum of five 2-hour minimum call-outs during a 24-hour time period on weekends and holidays will be permitted.

3030.03 There never will be more than one 2-hour minimum call-out during any four-hour period.

3030.04 Whenever an employee receives more than one call-back within the time periods specified in sections 3.3.1 and 3.3.2, the employee shall not be entitled to an additional minimum call-back time of two hours, but rather the employee will be compensated based on actual hours worked beyond the first call-back period.

3030.05 For purposes of calculating hours worked and determining overtime, travel time from the employee's residence to the reporting station and return to the residence shall be included in calculating hours worked for call-back duty (exception -- if the employee would be required to remain on duty until the start of the regularly scheduled shift, then return travel time will not be counted as hours worked).

3030.06 A log will be provided by each Department Supervisor for the express purpose of reporting all call-back time. These call-back hours also must be listed on the employee's weekly time sheet and reviewed and approved by the employee's supervisor.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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POLICY TYPE : Payroll Practices and Hours of Work  
POLICY TITLE : Overtime Pay: Non-Exempt Employees  
POLICY NUMBER : 3040  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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3040.00      OVERTIME PAY: NON-EXEMPT EMPLOYEES

District overtime pay policy shall be in accordance with the federal Fair Labor Standards Act. Overtime must be authorized in advance by the General Manager or a Division and/or Department Manager, provided, however, that an emergency requiring immediate response does not require prior approval. Overtime is defined as hours actually worked in excess of 40 hours in the workweek.

Any non-exempt employee who is required to work more than 40 hours in a workweek shall receive overtime pay at the rate of one and one-half times the employee's regular rate of pay. Paid time-off for vacations, holidays, and sick leave shall not be computed as time worked for the purposes of determining overtime. Employees will be compensated for overtime only if the overtime is authorized as provided above and actually worked by the employee.

3040.01      Holiday Pay

All employees, except those listed as "exempt" will be paid at two and one-half times their regular rate for hours worked on any designated holiday listed in Section 5.2.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Payroll Practices and Hours of Work  
POLICY TITLE : Overtime Pay: Exempt Employees  
POLICY NUMBER : 3050  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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3050.00      **OVERTIME PAY: EXEMPT EMPLOYEES**

The following positions are exempt from receiving overtime pay according to federal overtime pay provisions because their duties and responsibilities meet the requirements for exemption established under the Fair Labor Standards Act:

General Manager  
Assistant General Manager  
Retail Operations Manager  
Field Services Manager  
Customer Service Manager  
Engineering Services Manager  
Wholesale Operations Manager  
Water Treatment Plant Superintendent  
Finance and Administrative Services Manager

The District may add additional positions to this list as positions are added or job duties change.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Payroll Practices and Hours of Work  
POLICY TITLE : Lunch and Rest Periods  
POLICY NUMBER : 3060  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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3060.00      **LUNCH AND REST PERIODS**

All employees receive a half-hour unpaid lunch period. Utilization of flex time may result in a lunch period of different lengths at the employee and Division and/or Department Manager's discretion. A 15-minute paid break is to be scheduled for all employees, at the Division and/or Department Manager's discretion, in the morning and in the afternoon.

24 Hour Water Treatment Plant shift hours receive a paid meal break.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Payroll Practices and Hours of Work  
POLICY TITLE : Early Return to Work Program  
POLICY NUMBER : 3070  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 3070.00      EARLY RETURN TO WORK PROGRAM

The District recognizes the desire to provide transitional work, if available, to employees who are unable to perform regular duties due to job-related illness or injury as soon as the treating physician deems it medically feasible.

Return to work after a non-job related illness or injury can occur only when the employee is able to perform the regular duties of his/her assigned position. A non-job related illness or injury resulting in three or more missed workdays may, at the supervisor's discretion, require a written release from the employee's physician.

This policy applies to all employees. Because of the limited number of transitional work positions available, employees are assigned on a "first-come, first-served" basis to appropriate positions if available.

### 3070.01      Definitions

A job-related "injury or illness" for purposes of this policy means an injury or disease arising out of the employment with the District and compensable under the Workers' Compensation laws of the State of California.

For purposes of this policy, an employee with a disability is an employee incapable of performing the regular duties of his/her assigned position as a result of a job-related injury or illness, but who is able to perform some work and does not, therefore, have a "temporary total disability".

### 3070.02      Purposes

The purposes of this policy are:

- a) To provide transitional work for employees with job-related injuries/illnesses that restrict regular job performance so they can receive compensation and benefits while recovering from the injury or illness;

- b) To assist employees in the transition from disability to full recovery while continuing to be a productive part of the work group;
- c) To provide the District with a constructive program to reduce the cost of Workers' Compensation;
- d) To prevent deterioration of employees' work skills, health and attitude that may result from prolonged work absence;
- e) To demonstrate the organization's commitment to the employee's recovery; and
- f) To minimize the loss of productivity.

3070.03      Elements

Modified/alternative work is implemented as soon as possible to avoid lost time and loss of wages due to a "work-related" injury.

The temporary modified/alternative work is progressive so that there is evidence of recovery.

The temporary modified/alternative work assignment is not to be considered as part of the regular staffing pattern.

If there is a permanent modified/alternative work assignment it is considered only as part of the regular staffing pattern.

3070.04      Eligibility Qualifications

This program shall be limited to employees with a work-related illness or injury disability who are recovering from a job-related illness or injury and who require temporary, short-term, rather than permanent, job reassignments and, to employees with a disability that precludes their returning to their regular work on a permanent basis.

The employee must have a medical clearance authorization slip from the attending physician specifying work restrictions and abilities.

3070.05      Responsibilities

**District:**

Has the responsibility for coordinating the Early Return To Work Program and promoting it to achieve maximum acceptance of the program. The District will determine the employee's eligibility for the program, placement in modified/alternative work, record keeping and overseeing the modified work program and full return to work where possible.

**Managers:**

Will evaluate potential assignments when requested by Human Resources to facilitate early placement of the injured worker and upon request from the Employer, develop possible short-term modified/alternative assignments for the injured employee.

Will review the employee's restrictions for work with the employee prior to beginning of work. Both the employee and Division and/or Department Manager shall sign an agreement acknowledging any medical restrictions and the work accommodations with the employee. Written documentation of this meeting will be kept on file.

Will monitor the injured employee's work area and ensure compliance with the physician's work restrictions.

Will keep track of hours worked and evaluate work performance of temporary modified/alternative work employees.

Will perform a status review involving the employee at designated intervals.

3070.06      Implementation

The District will identify departments that have modified/alternative work positions available.

The District and its workers' compensation carrier shall advise each injured employee and his/her physician of the program and provide the physician with necessary forms for completion by the physician.

The employee shall notify his/her manager of his/her release to return to work in the ERTW program.

If a doctor's release is received directly by the District, a phone call will be made to the employee letting the employee know of the ERTW program and this will be followed by an explanation in writing.

A determination will be made by the District as to whether or not a modified/alternative work assignment can be provided which will be consistent with the treating physician's work release. The District will work with the District's Worker's Compensation Insurance Carrier in making this decision. The determination may take time to process through the physician's office. Employees should notify the District of any information as soon as possible to avoid unnecessary days off of work.

All work provided will be consistent with and not exceed the limitations by the treating physician.

While an employee is in the Early Return To Work Program, he/she must report to work in usual, appropriate attire, unless other attire is approved by his/her Manager.

When feasible, every effort will be made to accommodate the needs of the employee by

modifying his/her present work setting. However, work availability may make it necessary to transfer employees from one division or department to another.

After the employee has returned to work in a modified/alternative job, the District will evaluate to determine the feasibility of continuing the modified/alternative position.

Supervisors of the temporary modified/alternative work areas will be expected to keep track of hours worked and evaluate work performance.

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## SAN JUAN WATER DISTRICT POLICIES

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POLICY TYPE: Human Resources Policies  
POLICY TITLE: Employee Compensation  
POLICY NUMBER: 3080  
DATE ADOPTED: September 13, 2017  
DATES AMENDED:

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3080.00      Compensation Philosophy

It is the intention of the District to recruit and retain talented, results-driven employees to support the District's mission, values and goals. A compensation program is necessary to provide each employee with fair and equitable compensation for the skills the employee brings to the District and the position in which they serve. In order to provide each employee with fair and equitable compensation, the District has developed a systematic method to establish and maintain a compensation program by defining the process and clarifying the role and responsibility of the General Manager in that process. Pursuant to California Government Code section 61051(d) and 61060(f), the General Manager has the responsibility to determine the compensation of employees subject to approval by the Board as given during the annual budget process.

3080.01      Process

To ensure consistency in setting compensation, it is necessary to compare the District to other survey agencies in the appropriate labor market. In order to achieve that goal, the District will conduct a compensation survey with oversight and approval by the Personnel Committee at regular intervals (approximately every four years or sooner as deemed necessary or as directed by the Board). Following the methodology prescribed below, the standard process will consist of:

- Selection of a study lead (consultant, agency, staff member, etc.);
- Determination of classes to be surveyed (or all as required);
- Prepare survey criteria and contact survey agencies;
- Collect, analyze and determine comparability of survey data; and
- Present recommendations of study lead.
- Recommendations will be evaluated and implemented at the Board of Directors' discretion, taking to account the District's standard methodology criteria as outlined in section

## 3080.02      Methodology

In order to maintain a fair and equitable compensation program, the District has established a standard methodology to be used in conducting compensation studies.

- Total compensation program includes: base salary; longevity and other specialized pay (such as, but not limited to auto allowance and incentives); District contribution towards health, dental, or vision insurance(s); and District payment of employee retirement or deferred compensation contribution. In addition, studies may include life insurance, short and long term disability, retirement formula, paid time off (holidays, vacation, sick and administrative leave) and training/educational programs. The total compensation program will be used when comparing the District's pay level to survey agencies as described below, which may include public and private sector when data is available. The intent of utilizing total compensation is to determine modifications other than salary which may be determined necessary.
- Survey agencies will include those providing similar services of similar size (number of employees, connections, population and budget) or otherwise deemed to be comparable within a radius identified based on position to the extent possible.
- Cost of living differences between surveyed agencies and the Sacramento Metropolitan Area will be evaluated to determine if significant wage differences require an adjustment to the data.
- Upon review of the survey results, the Board will determine the desirable labor market position of the top of the range. The target position will be at least equal to market average as calculated in the survey.

## 3080.03      Authority and Responsibility

The General Manager (or his/her designee) is responsible for preparing a compensation budget in accordance with this Policy, as well as all applicable District Policies, which will be included as part of the annual budget review process. The General Manager will have the authority to fix and alter employee compensation in accordance with the intent of this policy and within the budgetary guidelines approved by the Board of Directors.

The General Manager may change or alter the compensation budget during the year by either: 1) requesting the Board of Directors to authorize

the General Manager to make such changes at budget adoption; or 2) submitting an amended compensation budget, explaining reasons and recommendations for the change, and receiving Board approval for the change.

The General Manager will have full operational authority to implement this policy up to the limits of the approved compensation budget, which includes:

- Determining staffing requirements, titles, positions, responsibilities and organization structure. All new positions require Board approval.
- Recommending pay/salary ranges and/or total compensation to the Board for approval
- Setting goals and conducting performance reviews.
- Establishing annual pay/salary adjustments, including annual merit increases and cost-of-living adjustments (COLA) in accordance with section 3080.02 of this policy.
- Implementing and managing Board approved incentive pay programs.
- Creating programs for position upgrades and special assignments.
- Providing pay/salary and benefit benchmarking information and studies for Board review.

The General Manager will ensure the equitable and uniform implementation of this policy including reporting to the Board at least annually, typically during the budget process.

The Board of Directors is responsible for reviewing the compensation budget as part of the District's annual budget and has the authority to consider, amend as needed, and approve that budget.

3081.00      Salary Ranges

The District has established pay ranges for the various job classifications of employees. In doing this, several factors were considered, including the prevailing rates for similar positions in other water districts, the level of responsibility, technical qualifications and the relative degree of interaction/decision-making. Employee salary ranges may be changed from time to time by the Board of Directors.

3081.01      Step Increases

Each position at the District has a salary range. The low end of the range is designed to correspond to an apprentice level for the position. The high end of the range is designed to correspond to a journey level for the

position. An employee progresses through the salary range based on their performance in the position.

When an employee is not at the top of their salary range, they are eligible for a step increase. The amount of the step increase is based on their performance the previous 12 months. Any step increase applied to an employee's salary increases the base salary amount for that employee.

Step increases are provided to eligible employees during the first full pay period in February. Those employees that are paid at the top of their salary range are not eligible for any salary step increases.

#### 3081.02      Anti-Spiking Policy Related to Salaries

The assumptions used by CalPERS in calculating the actuarial projections in retirement costs includes a component related to the amount of increase in salary each employee will receive. The assumptions are based on the age of employee, and number of years of service. Each year, the actuarial valuation is updated using actual salary costs, so the actuarial assumptions are not interdependent from year to year.

The intent of the Board of Directors is to reduce the possibility of increasing the retirement liability of the District, as well as forbid the policy of spiking salaries for the purpose of increasing retirement. The Board of Directors recognizes the benefits of allowing the General Manager the authority to award step increases based on actual work performance and merit. The Board further desires to keep employee salaries at pace with inflation.

The General Manager has the authority to determine the specific advancement within the salary range for each employee, and to determine and award an Annual Cost of Living Adjustment (generally based on the CPI West index) under the condition that the total increase for all employees does not exceed the total assumed increase used by CalPERS. The total assumed increase used by CalPERS will be included in the proposed compensation budget. Upon Board approval of the budget, the General Manager has the authority to award a combination of merit and COLA increases within the total amount of the compensation budget. The assumed step increase used by CalPERS is defined as the total assumed increase in payroll costs for the district. Should the total increase in payroll costs for recommended step increases exceed the estimated assumed merit increase used by CalPERS, the General Manager will obtain Board approval prior to implementation.

Any COLA awarded will be implemented during the first pay period of the new fiscal year.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Payroll Practices and Hours of Work  
POLICY TITLE : Incentive Award Program  
POLICY NUMBER : 3090  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007, March 14, 2012

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### 3090.00 INCENTIVE AWARD PROGRAM POLICY AND INTENT

As a tool to improve efficiency and effectiveness, the District has implemented a performance incentive award program. This program is available only to those employees whose performance is consistently exceptional, or whose one-time idea or action results in a significant improvement in the effectiveness or safety of District services, a cost-effective change in the use of District resources or who perform work above and beyond that expected or called for as set forth in the criteria as listed in Attachment A to this policy.

This program is only available when funds are budgeted for incentive awards. It is the desire of the Board to ensure that incentive awards are not perceived as having the potential to spike retirement benefits. As such, it is the intent of the Board to exclude all incentive awards from being considered special compensation under the District's pension plan contract with CalPERS. In keeping with this policy, the Board intends incentive awards to be considered a one-time recognition of an act of exceptional merit or single year's exceptional performance.

Consistent with CalPERS' regulations regarding when incentive awards will not be deemed special compensation, nothing in this policy is intended to or creates a guarantee that any specific employee or group of employees will be entitled to an incentive award in a specific year or for any number of years. It also is the Board's intent that any incentive awards made are not intended to be connected to or consistent with prior awards.

By not including incentive awards as special compensation for purposes of CalPERS' calculation of retirement benefits, the Board expressly intends to avoid creating an unfunded liability that might otherwise occur if incentive awards were deemed to be special compensation.

### 3090.01 PROGRAM PURPOSE

The purpose of this program is to further the District's ability to attract and retain the services of the most experienced, motivated and capable group of employees and to

provide incentives for their effective service and superior performance. Through recruitment and retention of a superior workforce, the District can better serve the interests of its customers, staff and the broader regional community.

#### **3090.02      ELIGIBLE PARTICIPANTS**

The program consists of separate plans provided to the following groups of employees:

- a. Exempt employees of the District.
- b. Non-exempt employees of the District.

Note: The general manager operates under a contract and is considered separately from this policy. It is the intent that any incentive award, including the general manager, is not considered special compensation for the purpose of retirement calculations.

#### **3090.03      AWARD FORMAT AND ALLOCATION**

The award format for the plan for each group of employees is as follows:

- a. Exempt employees – the incentive award will be based on a lump sum for selected exempt employees (\$0-\$10,000). The General Manager will determine whether individual exempt employees should receive an incentive award.
- b. Non-exempt employees – the incentive award will be based on a lump sum for selected non-exempt employees (\$0-\$10,000). The General Manager will determine whether individual non-exempt members should receive an incentive award, based on recommendation of employee's immediate supervisor and division manager.

Awards will be based on an appropriation, if any, made in a Board-approved budget, with separate budget totals for each employee plan. Nothing in this policy guarantees that the Board will approve an appropriation for incentive awards for all or specific employee groups in any budget cycle or that the Board or General Manager is required to expend any portion of the budgeted totals for any employee plan.

#### **3090.04      PROCESS FOR DETERMINING AWARD**

Incentive awards are entirely discretionary and will be based on an employee's efforts resulting in either: (1) a consistent pattern of outstanding job performance (i.e., a single exceptional achievement is not required); or (2) a special achievement of significant importance to the District that significantly contributes to improved customer service, cost-savings, safety improvements or other changes that contribute to improved District services and operations (in such cases, an employee's overall performance rating is of secondary importance).

Incentive awards for a consistent pattern of exceptional job performance will be determined based on objective evaluation criteria developed for the program by the General Manager, in consultation with the Board. The existing criteria are set forth in Attachment A to this policy and such criteria will be periodically reviewed. If the criteria are amended or replaced, the amended or replaced criteria will be attached to this policy in place of the existing criteria.

An incentive award for an extraordinary one-time achievement will be determined by the General Manager, based on the recommendation from the employee's immediate supervisor, on a case by case basis based on the objective value of the achievement to the District.

An analysis of the benefits received from awarding incentive compensation is somewhat subjective. Arguably, a competitive compensation plan, including the ability to earn an incentive award, along with a positive work environment, will attract and retain the most skilled and motivated employees. It is difficult to assess if these employees would be less motivated or incentivized to work to high expectations absent an incentive award program. However, based on the District's recruitment and retention success, it appears reasonable to assume the existing compensation plan contributes to positive results.

Incentive pay is awarded to an employee based on many considerations, some examples of which may be finding a more efficient, cost effective method of performing a task, taking on a work assignment outside a job description, or taking on additional work or overtime shifts for an extended period to cover someone's illness or departure. Savings for some efforts are difficult to quantify, however, there are some accomplishments that are very significant and generate identifiable initial and ongoing savings. Examples of past acts or developments (note: due to budgetary constraints, not all of these resulted in incentive awards):

Accomplishment	Initial Cost Savings	Annual or Ongoing Savings
ARC-South Standby Generator	\$50,000	
Kokila Piping Improvements	25,000	
Bacon Zone Optimization <ul style="list-style-type: none"><li>• Avoided consultant costs</li><li>• Energy (pumping) savings</li><li>• Avoided pump station upgrade</li></ul>	100,000 574,000	\$35,000
WTP Raw Water Pipeline Project <ul style="list-style-type: none"><li>• Declined grant funding for construction through Corps</li><li>• Negotiated and leveraged funds to purchase hydraulic improvements material/equipment</li></ul>	800,000	
IT Improvements <ul style="list-style-type: none"><li>• Server virtualization</li><li>• Hardware improvements</li><li>• Avoided personnel costs (vacant IT tech position)</li></ul>	110,000	65,000
WTP staffing <ul style="list-style-type: none"><li>• Used existing staff to cover long-</li></ul>		

term employee illness		
Accounting and Admin staffing <ul style="list-style-type: none"> <li>Used existing staff to cover 4-month vacancy in manager's position</li> </ul>		
Risk Management/Regulatory Compliance/Safety Avoided costs from vacant position		110,000
Emergency Response Planning <ul style="list-style-type: none"> <li>Avoided consultant costs w/ in-house prep of RMP/PSM/PHA</li> </ul>	40,000	
Solar Project <ul style="list-style-type: none"> <li>Avoided consultant costs</li> <li>Project implementation savings</li> </ul>		
Urban Water Management Plan <ul style="list-style-type: none"> <li>Avoided consultant costs w/ in-house prep of report</li> </ul>	35,000	
FO-40 Engineering Report <ul style="list-style-type: none"> <li>Avoided consultant costs w/ in-house prep of report</li> </ul>	25,000	
WTP Chemical Changes <ul style="list-style-type: none"> <li>Avoided consultant costs</li> <li>Annual chemical savings</li> <li>Annual pumping (electrical) savings</li> <li>Improved WTP performance and gains in production capacity</li> <li>Avoided summer temporary employee</li> <li>Avoided summer overtime</li> <li>Reduced sludge disposal costs</li> <li>Potential avoided improvement project</li> </ul>	50,000  ???  20,000,000 to 30,000,000	35,000 22,000  15,000  5,000  5,000
Total		

### 3090.05 PAYMENT OF AWARD

Performance incentives, when awarded, shall be paid in one installment at the end of the performance evaluation period from the sums appropriated in an approved District budget.

**Guidelines for Evaluating Eligibility of San Juan Water District Employees  
for Incentive Awards under Employee Manual Policy No. 3090**

The criteria included in these guidelines are for use by SJWD management to evaluate performance related to incentive awards. These criteria are for use to identify a consistent pattern of outstanding job performance. These are not intended to be an exhaustive catalogue of all possible criteria that might be used by SJWD management to determine eligibility for an incentive award. Every criterion will not be applicable to all jobs. Only those criteria applicable to an individual employee's job description will be evaluated.

A special achievement of significant importance to the District will be evaluated on a case by case basis and does not require exceeding expectations on these criteria.

**Budgeting Skills:** *This element involves project planning and the ability to estimate the associated project needs and costs; executing plans and activities within the budget appropriation; following budget procedures and meeting budget deadlines.*

Examples of **NA** are: Not applicable or no opportunity to observe.

Examples of **Does Not Meet Expectations** are: Program goals are not well-defined and are confusing; makes a lot of errors in budgeting by being consistently under or over estimating budgets; monitors budget infrequently; expenditures usually go beyond budgeted amounts; makes no effort to control spending; expends funds for unauthorized items.

Examples of **Meets Expectations** are: Participates in budget process as assigned; has an effective system for monitoring expenses; reports any anticipated budgetary problems to the appropriate source; budget adjustments and deviations are well documented and justifiable. .

Examples of **Exceeds Expectations** are: Skilled at identifying areas of the budget which can be cut if necessary; keeps ongoing, up-to-date files for use in projecting future budget needs; is a good reference person for budget problems.

**Cooperation and Participation:** *This element involves the amount and quality of cooperation offered to other employees; contribution toward a productive, friendly atmosphere in the work area; adherence to policies of the District and department; participation in teamwork situations.*

Examples of **NA** are: Not applicable or no opportunity to observe.

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Examples of **Does Not Meet Expectations** are: People avoid him/her when they need to get a job done; cannot be counted upon to assist in emergencies; disregards departmental procedures and policies a lot of the time.

Examples of **Meets Expectations**: Assists others when asked, but does not often volunteer; criticism of others is job-related; participates and contributes to discussions of department meetings; treats his/her supervisors and coworkers with respect.

Examples of **Exceeds Expectations** are: Has a positive attitude in even the most trying situations; cooperates and participates in new projects, even if his/her workload increases; makes an effort to reconcile any disagreements with others; carries more than his/her share of the collective workload; volunteers to help others achieve objectives while maintaining his/her own objectives.

**Creativity:** *This element involves originality of ideas; being curious about questioning the "obvious"; inventiveness and imagination in solving problems or developing new procedures; generating new and unusual ideas; stimulating and encouraging others to develop new ideas; resourcefulness.*

Examples of **NA** are: Not applicable or no opportunity to observe.

Examples of **Does Not Meet Expectations** are: Avoids any experimentation in projects or processes; tends to be conventional and conforming, doesn't want to "rock the boat"; continues to do things the way they were done "twenty years ago"; discourages diversity of opinion; finds fault with techniques or procedures, but does nothing about them.

Examples of **Meets Expectations** are: Finds ways to make unpopular tasks more interesting; stimulates others by encouraging creativity; when given a problem, usually likes to figure out the answer him/herself; usually listens to what initially sound like crazy ideas.

Examples of **Exceeds Expectations**: Ideas frequently lead to break-through; frequently introduces new ideas that are successfully implemented; can use unconventional, non-conforming means to solve problems; skilled at identifying simple solutions to unique problems.

**Decision Making:** *This element involves application of logic and decision-making principles; selection of a decision from among the options; effects of decisions; sharing the decision with others as appropriate; following through with decisions.*

Examples of **NA** are: Not applicable or no opportunity to observe.

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Examples of **Does Not Meet Expectations**: Confuses people by consistently reversing decisions; avoids decisions and waits for someone else to make them; his/her staff seeks other sources when a decision needs to be made.

Examples of **Meets Expectations**: Acts on simple problems quickly and decisively; follows through to be sure that his/her decisions are implemented; takes responsibility for the outcome of all his/her decisions; decisions are timely and he/she does not procrastinate; decisions are usually workable.

Examples of **Exceeds Expectations**: Makes correct decisions even under constant and intense pressure; encourages participation by those who will be impacted by a decision; decisions are logical and usually have everyone's support; consistently makes decisions which are clear-cut and supported by facts.

**Delegating Authority**: *This element involves assigning responsibility to others and “stepping away from” the assignment, while still maintaining control; using delegation as a means of time management; use of judgment as to which staff person can handle what level of delegation; ability to “share the limelight”.*

Examples of **NA** are: Not applicable or no opportunity to observe.

Examples of **Does Not Meet Expectations** are: Gets involved in the details of a delegated project and over-supervises; staff cannot work on a delegated project without his/her frequent involvement; delegates only when under pressure to get a job done; delegates without adequate assessment of employee's abilities; fails to delegate even the simplest of tasks; does not train or support staff sufficiently to allow successful performance of delegated work; delegates, but takes credit for any accomplishments; delegates but blames employees for any unsuccessful outcome.

Examples of **Meets Expectations** are: Maintains control over delegated work by monitoring; clearly explains expected results of delegated work; sets target dates and checks up on progress of delegated work; provides necessary information to person to whom work has been delegated; accepts responsibility for negative results of delegated work.

Examples of **Exceeds Expectations** are: Uses delegation as a means of employee development for his/her staff; chooses tasks for delegation which will maximize employee's abilities; knows when to delegate and when to do the job him/herself; recognizes the strengths and weaknesses of employees and delegates accordingly.

**Employee Development**: *This element involves striving for high performance by taking or initiating growth training; setting realistic objectives for*

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*oneself and/or employees; providing guidance and counseling; conducting effective performance evaluation; assisting employees with career planning.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: His/her staff seldom qualify for promotional vacancies; gives employees feedback only through annual performance evaluations; evaluations do not result in any improvement of employee's weak points; refuses to allow employees to participate in employee development unless required to do so; complains openly about the incompetent people on his/her staff.

Examples of **Meets Expectations**: Submits regular performance evaluations as required; employee evaluations are a joint project with each employee; employee development plans are completed and implemented annually; points out negative as well as positive performance in employee evaluations; stays current within field of work; reviews and verifies needs and changes to knowledge and skills requirements; meets job requirements for certifications and/or licenses.

Examples of **Exceeds Expectations** are: Spends extra time training new employees; encourages career advancement even if he/she loses a good employee to another department or organization; evaluated employees on an on-going basis, not just at specific times; strives to improve job knowledge directly and indirectly related to job; makes effort to prepare for advancement.

**Flexibility and Adaptability:** *This element involves the amount of acceptance or resistance to changing practices, policies, procedures, practices and people; adjusting and responding to changing conditions; reactions to personal pressure and stress put on the department and staff.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: Will not work overtime for any reason; feedback to new ideas is usually given only in terms of what's wrong with them; resists any change in procedures; changes his/her mind a lot and confuses people.

Examples of **Meets Expectations** are: Remains open and objective on most issues; willing to consider alternative ways to do things; questions changes, but accepts it; allows time for change within the work unit to take place; implements changes initiated by supervisor willingly.

Examples of **Exceeds Expectations** are: Can turn a crisis into a beneficial situation; able to shift priorities when necessary to meet changing needs; usually turns disagreements into positive experiences; enthusiastically tackles new projects; adjusts to new situations with little or no effort.

**Initiative:** *This element involves a willingness to attack problems, challenge the status quo; assertiveness and self motivation; amount of personal responsibility taken for completion of work; commitment to goals when extra effort is required; quality of extra effort and results produced; work progress without complete supervisory direction.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Requirements** are: Does only what he/she is directed to do and nothing more; usually leaves routine or unpopular tasks for others to do; stops working on projects when frustrated and makes no effort to explore alternatives; requires almost total guidance to get anything done; neglects work that he/she is not interested in.

Examples of **Meets Expectations** are: Seldom suggests new ideas, but tries them out when initiated by others; does assignments to the best of his/her ability; requires only occasional pushing to take on new responsibilities; completes job even without specific guidelines and instructions; makes recommendations to improve or enhance assigned tasks and, if authorized to proceed, executes changes.

Examples of **Exceeds Expectations** are: Willing to tackle any job or problem that comes up; makes extra effort to meet goals despite barriers; take on new projects outside his/her specialized area; is a self-starter who carries through jobs on own initiative; evaluates several alternatives to solve a particular problem.

**Leadership:** *This element involves the amount and types of influence upon staff or supervisors; amount of influence upon work standards, styles and priorities; availability and accessibility to staff; setting and enforcing standards for quantity and quality of work; degree of honesty, trustworthiness and consistency.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: Discourages independent judgment on the part of his/her staff; makes policy decisions and does not follow through on enforcement; leadership is challenged by his/her staff through increased grievances; has decisions challenged by staff members most of the time; his or her staff continually fails to meet work standards; wastes work time; work ethics do not set a good example for staff; distorts truth to cover up mistakes; allows gross exceptions to the District rules and regulations; claims credit for ideas and efforts of others.

Examples of **Meets Expectations:** Does not accept below-standard work; follows and enforces District policies and procedures; can be trusted with

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confidential information; communicates regularly with coworkers and staff; applies same standards to him/herself as to others; is available and accessible to his/her staff and coworkers.

Examples of **Exceeds Expectations**: Is recognized as a leader throughout the organization; sets and enforces high, yet attainable work standards; seeks out opportunities to take leadership roles; manages performance to ensure high quality of work, giving timely positive feedback and constructive criticism; generates enthusiasm in the work unit.

**Meeting Deadlines and Commitments:** *This element involves the number of deadlines met and commitments kept; planning and scheduling of work to get expected results within allocated time; advance anticipation of problems in meeting deadlines; dependability in meeting deadlines and keeping commitments.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: Can only handle one project at a time if he/she is to meet deadlines; usually blames "unforeseen" problems as the reason for not meeting deadlines; meet his/her own deadlines, but his/her staff members do not; he/she is usually allowed more time than others to complete work; misses deadlines which have an adverse effect on other departments; consistently does not meet deadlines.

Examples of **Meets Expectations** are: Arrives at work on time; can be relied upon to meet deadlines most of the time; informs supervisor when deadlines will not be met; sometimes asks for more time to complete projects with valid justification; when he/she makes a commitment, it usually is met; schedules work to get results within allocated time and usually succeeds; requests clarification of expected deadlines.

Examples of **Exceeds Expectations** are: Completes accurate, thorough reports and projects on schedule in virtually all instances; is often called upon to assist in meeting emergency deadlines.

**Oral Communication:** *This element involves clear expression of thoughts and ideas; ability to listen and share information; understanding replies or directions from others.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations**: Give lengthy involved answers to simple questions; reacts impatiently when communication is not understood by others; contradicts him/herself when speaking; talks "big" but rarely follows through; has no credibility; confuses people and complicates projects with unclear directions.

Examples of **Meets Expectations** are: With advance notice and preparation time, can make a clear oral presentation; listens before responding; presentations contain major aspects of subject material; does not interrupt when others are speaking; asks questions when unclear about assignments or projects.

Examples of **Exceeds Expectations** are: Verbal presentations receive frequent praise; poised and at ease when speaking to a group; volunteers to give oral presentations; skilled at getting others to participate in meetings; facilitates at staff meetings to keep discussion on the subject.

**Organizing and Coordination:** *This element involves prioritization and organization of work loads to complete a job; coordination of own plans with those of others; development of systems to improve work methods.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: People are unclear about their roles in his/her projects; loses sight of objectives and gets wound up in the process; asks too little or too much of coworkers; does not coordinate his/her plans with those of others.

Examples of **Meets Expectations** are: Develops plans and schedules that are usually adhered to; routing matters are efficiently handled; action plans are clearly known by everyone involved; sets realistic deadlines for him/herself and others.

Examples of **Exceeds Expectations** are: Is frequently asked to organize and coordinate special projects; can handle a variety of on-going projects successfully; quickly organizes confused and difficult situations; gets things back to normal.

**Planning:** *This element involves designing and implementing short and long range plans; taking control over activities to stay within the plan; developing plans that are workable and realistic.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: Plans are often incomplete; usually makes a big job out of a simple operation; handles events as they arise with no planning ahead; changes plans in mid-stream and does not advise anyone of the changes; does no planning and has to be told what to do and when; misses key elements in planning, with adverse affects; delays action until last minute, disrupting work flow and causing overtime; few projects are completed on time due to poor planning.

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Examples of **Meets Expectations** are: Coordinates activities to insure that plans are completed; estimated times for completion of projects are generally correct; carries his/her share of implementation and commitment to plans; insures that all members of the work unit are involved and understand the plans; retains flexibility in his/her plans; work assignments are consistent with plans.

Examples of **Exceeds Expectations** are: Major savings or improvements result from his/her plans; prepares alternatives plans in anticipation of possible problems; can deviate from original plans and still get the desired results; effectively plans for both short and long range plans; gets called upon to plan and organize in pressure situations; thoroughness of plans is demonstrated by smoothness of operation.

**Public Contact and Service Skills:** *This element involves the image one projects of the district; the amount of assistance given to outside persons and groups; honesty, tact and courtesy extended to the public; awareness of and sensitivity to community needs and attitudes.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: Makes derogatory comments about the public to other staff members; insists that everyone wishing to see him/her make an appointment; does not seek information about community needs; uses foul, abrasive language when dealing with the public; inconsistent in enforcing District policies when dealing with the public; frequently argues with members of the public.

Examples of **Meets Expectations**: Does not show favor to any one individual or group over another; treats all members of the public with respect; answers questions from the public to the best of his/her ability or directs person to the appropriated staff member; responds to requests from the public as quickly as possible; meets the needs of the community as related to the District's mission.

Examples of **Exceeds Expectations**: Enhances the reputation of the District; receives unsolicited letters of thanks and/or communication; functions well within a diverse group of community organizations.

**Quality and Quantity of Work:** *This element involves the amount and quality of work completed; controlling or reducing unit costs; cost effectiveness; maintaining service levels; dealing with barriers to work accomplishments; accuracy; reliability of systems for which responsible; attention to details; effect of quality standards upon work unit.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: Service levels are below acceptable standards; programs are too costly relative to productivity; uses above average amount of overtime to complete assignment; frequently sacrifices quality for quantity; work is frequently incomplete; makes no attempt to improve quality of work; poor quality of work has costly effects; production is frequently poor both in quality and quantity.

Examples of **Meets Expectations** are: Usually gets the job done in minimum time and costs with good quality results; is attentive to work detail; productivity is consistent with budget targets; where applicable, equipment records and charts are up to date; is results-orientated in approach to his/her work assignment.

Examples of **Exceeds Expectations** are: Take on extra projects to improve production; achieves high quality standards set for self; does not compromise quality or quantity; usually exceeds production goals.

**Safety/Loss Control:** *This element involves the commitment to and enforcement of the District's Safety/Loss Control Program; use of judgment in applying policies and procedures to specific situations; advising others of policies and procedures.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: Accident reports are usually incomplete and require further investigation; has poor personal safety records as evidenced by the number of accidents and injuries; must be reminded frequently by supervisor to adhere to safety standards; by-passes safety precautions to get a job done within a deadline; does not report unsafe conditions even though he/she is aware of them; does not fill out accident reports.

Examples of **Meets Expectations** are: Consults the appropriate person when unsure about safety factors; does not ignore safety practices; follows up to see that safety violations are corrected; abides by safety policies and procedures; corrects hazards in work areas before being told to do so; maintains facilities and equipment to the level required by law.

Examples of **Exceeds Expectations** are: Has not had any accidents personally or with his/her work unit because of good safety practices; seeks ways to improve safety conditions and adjusts procedures accordingly.

**Supervising:** *This element involves organizing and coordinating people and resources to get a job done; setting standards and enforcing them for quantity and quality of work; influencing work pace.*

Examples of **NA** are: Not applicable or no opportunity to observe

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Examples of **Does Not Meet Expectations** are: Doesn't use available resources to get a job done; staff members frequently question his/her actions; staff members are unclear about their responsibilities; unwilling to accept responsibility for actions of staff members; staff members are disorganized and without direction; staff members circumvent him/her and go to his/her supervisor.

Examples of **Meets Expectations** are: Accepts full responsibility for the performance level of person supervised; keeps staff informed of new policies, procedures, rules and regulations; schedules and holds regular staff meetings; sets and enforces job standards.

Examples of **Exceeds Expectations** are: Can be counted on for leadership and support in high stress or emergency situations; motivates others to perform above standard; is available and accessible to employees; set high example of expected performance level; organizes people and resources to get maximum quality and quantity of work; supervises with a minimum of direct control.

**Written Communications:** *This element involves composition of reports, letters, memos, proposals and other documents; and the use of principles of writing such as clarity, accuracy and logic.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: Central issues of reports get lost in the verbiage; reports are too brief to understand the issue; reports must be read several times for clear understanding; tends to avoid written communication whenever possible; information in reports is not accurate.

Examples of **Meets Expectations** are: Content of reports has been discussed with supervisor before reports are written; gathers necessary information before writing reports; written material contains appropriate references to supporting documents and data when necessary; reports are both factual and understandable; written material is neat in appearance.

Examples of **Exceeds Expectations** are: Written work is almost always clear, concise, factually accurate, convincing, and appropriate to the audience; some of the best reports come from him/her; assist others in writing reports.

**Integrity:** *This element involves adherence to a code of morals/ethics; values; soundness of ideas; degree of honesty and consistency.*

Examples of **NA** are: Not applicable or no opportunity to observe

Examples of **Does Not Meet Expectations** are: Needs to be reminded from time to time of rules and regulations; often claims credit for ideas and or efforts of others; coworkers complain about the questionable nature of his/her activities; often does not tell the truth.

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Examples of **Meets Expectations** are: Puts in a full days work; in making budget requests, asks for what he/she really needs and does not "pad" the budget; does not ask for preferential treatment from anyone; applies the same standards to him/herself as applied to others; reports only the facts, without embellishment; when handling a "grey" area, seeks help from others.

Examples of **Exceeds Expectations** are: Maintains high standards of honesty and overall integrity; reputation for honesty extends to critics; can be trusted with confidential information.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Payroll Practices and Hours of Work  
POLICY TITLE : Reclassification  
POLICY NUMBER : 3100  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 3100.00      RECLASSIFICATION

The General Manager is responsible for conducting wage and salary surveys as needed. The surveys are based on comparable duties and responsibilities of District positions.

When surveys or other data show that a position's classification requires changing, the Department Manager will be asked to review the duties and responsibilities of the job description. When the accuracy is verified, the job reclassification then will be submitted to the General Manager for approval. Since reclassification of a job will not automatically increase an employee's rate of pay, salary increases may be made during the scheduled evaluation cycles based upon the employee's performance. In the event that a position classification has to be downgraded, the General Manager will determine if the individual's pay rate will be reduced. If the pay rate is not reduced, the pay rate will remain frozen, with no merit or COLA increases, until the range allows for additional increases.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Compensation, Payroll Practices and Hours of Work  
POLICY TITLE : Compensation Studies  
POLICY NUMBER : 3110  
DATE ADOPTED : August 15, 2013  
DATES AMENDED :

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### 3110.00      Compensation Philosophy

It is the intention of the District to recruit and retain talented, results-driven employees to support the District's mission, values and goals. A compensation program is necessary to provide each employee with fair and equitable compensation for the skills the employee brings to the District and the position in which they serve. In order to provide each employee with fair and equitable compensation, the District has developed a systematic method to establish and maintain a compensation program by defining the process and clarifying the role and responsibility of the General Manager in that process. Pursuant to California Government Code sections 61051(d) and 61060(f), the General Manager has the responsibility to determine the compensation of employees subject to approval by the Board as given during the annual budget process.

### 3110.01      Process

To ensure consistency in setting compensation, it is necessary to compare the District to other survey agencies in the appropriate labor market. In order to achieve that goal, the District will conduct a compensation survey with oversight and approval by the Personnel Committee at regular intervals (approximately every five years or sooner as deemed necessary or as directed by the Board). Following the methodology prescribed below, the standard process will consist of:

- a) Selection of a study lead (consultant, agency, staff member, etc.);
- b) Determination of classes to be surveyed (or all as required);
- c) Prepare survey criteria and contact survey agencies;
- d) Collect, analyze and determine comparability of survey data; and
- e) Present recommendations of study lead.
- f) Recommendations will be evaluated and implemented at the Board of Directors' discretion, taking to account the District's standard methodology criteria as outlined in section 3110.02.

## **3110.02      Methodology**

In order to maintain a fair and equitable compensation program, the District has established a standard methodology to be used in conducting compensation studies.

- a) Total compensation program includes: base salary; longevity and other specialized pay (such as, but not limited to auto allowance and incentives); District contribution towards health, dental, or vision insurance(s); and District payment of employee retirement or deferred compensation contribution. In addition, studies may include life insurance, short and long term disability, retirement formula, paid time off (holidays, vacation, sick and administrative leave) and training/educational programs. The total compensation program will be used when comparing the District's pay level to survey agencies as described below, which may include public and private sector when data is available. The intent of utilizing total compensation is to determine modifications other than salary which may be determined necessary.
- b) Survey agencies will include those providing similar services of similar size (number of employees, connections, population and budget) or otherwise deemed to be comparable within a radius identified based on position to the extent possible. For example, staff level positions could have the intent to search within approximately a 35 mile radius, managers within an 80 mile radius, and for the assistant general manager the search will be statewide. If a sufficient number of similar survey agencies are not available within the survey radius, a balanced number of smaller and larger agencies will be included to minimize skewing the results.
- c) The District will maintain a labor market position at 10% above average using the top of the range unless the sample size or other factors warrant further evaluation.
- d) Cost of living differences between surveyed agencies and the Sacramento Metropolitan Area will be evaluated to determine if significant wage differences require an adjustment to the data.

## **3110.03      Authority and Responsibility**

The General Manager (or his/her designee) is responsible for preparing a compensation budget in accordance with this Policy, as well as all applicable District Policies, which will be included as part of the annual budget review process. The General Manager will have the authority to fix and alter employee compensation in accordance with the intent of this policy and within the budgetary guidelines approved by the Board of Directors.

The General Manager may change or alter the compensation budget during the year by either: 1) requesting the Board of Directors to authorize the General Manager to make such changes at budget adoption; or 2) submitting an amended compensation budget, explaining reasons and recommendations for the change, and receiving Board approval for the change.

The General Manager will have full operational authority to implement this policy up to the limits of the approved compensation budget, which includes:

- a) Determining staffing requirements, titles, positions, responsibilities and organization structure.
- b) Establishing pay/salary ranges and/or total compensation.
- c) Setting goals and conducting performance reviews.
- d) Establishing annual pay/salary adjustments, including annual merit increases and cost-of-living adjustments (COLA).
- e) Creating incentive pay programs.
- f) Creating programs for position upgrades and special assignments.
- g) Providing pay/salary and benefit benchmarking information and studies for Board review.
- h) Creating dual or multiple grade positions as needed.

The General Manager will insure the equitable and uniform implementation of this policy including reporting to the Board at least annually, typically during the budget process.

The Board of Directors is responsible for reviewing the compensation budget as part of the District's annual budget and has the authority to consider, amend as needed, and approve that budget.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employee Insurance Benefits  
POLICY TITLE : General  
POLICY NUMBER : 4010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 4010.00      GENERAL

The District provides a wide variety of insurance coverage. It is the employee's responsibility to fill out claim forms and send them in for processing.

The District may delete or change employee insurance and other benefits with or without amending this Manual, with or without notice to the employees. The specific terms of the District insurance benefits are set forth in various insurance policy and plan documents. This chapter summarizes the key benefits. In the event of any conflict between this chapter and a policy or plan document, the policy or plan document shall govern.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employee Insurance Benefits  
POLICY TITLE : Group Health Insurance  
POLICY NUMBER : 4020  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007;  
                    November 12, 2008

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### 4020.00     GROUP HEALTH INSURANCE

Regular, full time employees and their dependents are covered under CALPERS on the health insurance plan of his/her choice from among those offered at the time of hire. Coverage begins on the first day of the month following the date of hire and is fully paid by the District. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District Finance and Administrative Service Manager's office

It is mandatory that each employee notify the District whenever any additions or deletions occur in his/her dependent status.

Under Federal Law, if an employee's group health benefits end due to specified qualifying events, the employee or dependent may elect to continue coverage under the District's health plan for a limited period and at the employee's or dependent's expense. A qualifying event is any of the following:

For an employee:

Termination of employment (other than for gross misconduct) or reduction of hours worked so as to render the employee ineligible for coverage.

For dependents:

Death of the employee;  
Divorce or legal separation;  
Loss of coverage due to the employee becoming eligible for Medicare;  
For a dependent child, ceasing to qualify as a dependent under the Plan.

Employees and dependents who qualify and wish to continue their coverage will receive notification of their rights and will receive the necessary information and forms to initiate the conversion process.

4020.01      POST-RETIREMENT HEALTH

Regular, full time employees who retire from the District remain covered under a health insurance plan of their choice from among those offered by CalPERS, provided that CalPERS' guidelines are met. In accordance with the policy adopted by the Board effective as of February 14, 2009, employees are divided into two tiers for purposes of District-paid retiree health benefits premium payments: (1) those hired prior to February 14, 2009 are in the First Tier; and (2) those hired on or after February 14, 2009 are in the Second Tier. Benefits under the two tiers are:

**First Tier**

Employees in the First Tier vest after five years of service and age 50 in the District's payment of 100 percent of the premiums required to provide post-retirement health insurance benefits under the plans offered by CalPERS.

**Second Tier**

Employees in the Second Tier will vest in an entitlement to District-paid health benefits premiums for CalPERS-sponsored health plans in accordance with the following vesting schedule provided in Government Code section 22893:

<u>Years of Service</u>	<u>Percentage of Contribution</u>
Less than 10	0%
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employee Insurance Benefits  
POLICY TITLE : Group Life Insurance  
POLICY NUMBER : 4030  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 4030.00      GROUP LIFE INSURANCE

Regular, full time employees are covered by group life insurance in the amount of one-times annual salary. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District Finance and Administrative Service Manager's office.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Employee Insurance Benefits  
POLICY TITLE : Disability  
POLICY NUMBER : 4040  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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4040.00      **DISABILITY**

4040.01      **Work-Related**

See Section 4050, Workers Compensation Insurance.

4040.02      **Non-Work-Related**

Regular, full-time employees are covered by Short Term and Long-Term Disability insurance. Premiums are paid by the Districts. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District Finance and Administrative Services Manager's office.

Short-Term and Long-Term Disability coverages provide weekly benefits to partially replace lost income for employees who are unable to work as the result of a disability. The nature of the disability can be injury or illness and can be non-occupational.

Physician certification is required to apply for disability benefits. While receiving disability benefits, employee sick leave and vacation accruals are discontinued. The District will continue to pay health and dental coverage for employees and dependents while on short term and long-term disability.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Employee Insurance Benefits  
POLICY TITLE : Workers Compensation Insurance  
POLICY NUMBER : 4050  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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4050.00      **WORKERS COMPENSATION INSURANCE**

**It is the employee's responsibility to report immediately to his/her Department Manager any work-related injuries or illness, regardless of severity.**

Any employee injured on the job may be entitled to benefits under the District's Workers Compensation Insurance coverage. Temporary disability benefits may begin on the fourth calendar day of disability. Coverage can begin on the first calendar day of disability if the employee is hospitalized or off work over 21 consecutive days. Worker's Compensation is equivalent to 66-2/3% of the employee's weekly salary up to a maximum weekly benefit set by the state.

Any regular employee, compelled to be absent due to injury or illness arising out of and occurring in the course of District employment, may elect during such absence to apply accrued sick leave on a prorated basis to such absence and receive compensation in an amount equal to the difference between the compensation received by him or her as regular salary and the amount received as worker's compensation temporary disability benefits, not to exceed the amount of his or her accrued sick leave. Similarly, after exhausting accrued sick leave, he or she may elect to use any accrued vacation leave and other accrued paid time-off in coordination with workers' compensation temporary disability benefits.

If an employee elects not to or is unable to coordinate accumulated sick leave/vacation credits with Workers Compensation benefits, the District will continue to pay group health, life, dental and Short Term Disability insurance for a work-related injury for a period of ninety days. Such period shall begin with the first day off work. Seniority rights pertaining to retirement benefits will not accrue during the period that full compensation is not received. Sick leave and vacation credits will continue to accrue for the ninety-day period. An employee receiving only Workers Compensation benefits will be placed on medical leave in accordance with Section 5.9, except for the foregoing conditions. After the ninety-day period, the employee may continue one or more of the employee benefits by paying the portion of the District's Insurance premium attributable to the employee's coverage.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Employee Insurance Benefits  
POLICY TITLE : Unemployment Insurance  
POLICY NUMBER : 4060  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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4060.00      **UNEMPLOYMENT INSURANCE**

Unemployment Insurance coverage is available to employees. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department Office.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Employee Insurance Benefits  
POLICY TITLE : Dental Insurance  
POLICY NUMBER : 4070  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007  
                  June 22, 2011

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4070.00      **DENTAL INSURANCE**

The District provides Dental Insurance for regular full-time employees and their dependents through Ameritas Life Insurance Company. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District Finance and Administrative Services Manager's office.

The District pays 100% of the employee premium for this coverage and 75% of dependent(s) coverage (if applicable). An employee with dependent coverage contributes 25% of that coverage cost.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employee Insurance Benefits  
POLICY TITLE : Vision Insurance  
POLICY NUMBER : 4080  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 4080.00      VISION INSURANCE

The District offers a self-insured vision plan for regular, full-time employees and eligible dependents. Eligible dependents are spouses and unmarried dependent children under age 25.

The plan provides for reimbursement up to \$200.00, every two years to each covered employee and dependent to help defray the cost of vision care as follows:

- Vision examination
- Lens replacement
- Eyeglass frames
- Contact lenses

Care for diseases of the eye or injury to the eye are not included. With the exception of prescription lenses, sunglasses are excluded.

Paid receipts from any optometrist, ophthalmologist or legitimate dispenser of vision care appliances will be accepted.

Submit receipts for vision care reimbursement to the Finance and Administrative Services Manager.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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POLICY TYPE : Employee Insurance Benefits  
POLICY TITLE : Employee Paid Insurance  
POLICY NUMBER : 4090  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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4090.00      EMPLOYEE PAID INSURANCE

Supplemental term life insurance is available to regular employees. Premiums are paid through payroll deductions.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Time-Off Benefits  
POLICY TITLE : Vacations  
POLICY NUMBER : 5010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 5010.00      VACATIONS

The District encourages employees to take vacations. The District requires each employee to take an annual vacation (at least 5 consecutive days, excluding weekends) as paid time-off away from work.

#### 5010.01      Accumulation

For each regular full time employee, vacation days shall be earned each two week pay period for a total of 26 pay periods per year, prorated each pay period as follows:

#### Employees Earn Per Year

Date of Hire through 3 years	96 hours (12 days/year)
4 through 7 years	120 hours (15 days/year)
8 through 10 years	144 hours (18 days/year)
11 through 15 years	168 hours (21 days/year)
16 through 20 years	192 hours (24 days/year)
21 through 25 years	216 hours (27 days/year)
Over 26 years	240 hours (30 days/year)

Each June, employees will receive pay for his/her earned vacation time for any hours in excess of 240 hours.

Additionally, upon approval of the Division and/or Department Manager, an employee may receive pay for his/her earned vacation instead of taking time-off, after the initial six month probationary period. Approval for receiving pay for vacation time will take into consideration uncompleted required days off.

All employees are required to take a minimum of five consecutive workdays (RDO: required days off) off each fiscal year, (i.e. Wed.-Tues., Mon.-Fri., Thurs.-Wed.). (Water Treatment Plant Shift Operators take two consecutive shifts off.) Division and/or Department Managers are responsible for scheduling time-off each fiscal year (July 1st - June 30th).

Employees that have been on extended sick leave or short-term disability during the fiscal year are exempt from the five days off requirement. New hires will be exempt from the requirement until the fiscal year during which he/she was hired has been completed. Multiple vacations with two or more days off may be requested to be considered for complying with RDO by the General Manager on a case by case basis.

If employment is terminated for any reason, the earned vacation will be paid through the last day of employment.

5010.02      Scheduling

Vacations must be scheduled and approved as far in advance as possible, by an employee's immediate Supervisor. Managers will coordinate vacation schedules internally to minimize impact on the District's operation. Vacation scheduling will be at the discretion of the Division and/or Department Manager.

While on vacation if an employee exceeds his/her earned vacation time, he/she shall be considered on a personal unpaid leave of absence subject to the provisions of the Personal Leave of Absence Policy in this manual.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Time-Off Benefits  
POLICY TITLE : Holidays  
POLICY NUMBER : 5020  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 5020.00      HOLIDAYS

To provide paid time-off benefit for its employees, the District recognizes the following holidays for all full-time regular employees:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	As observed
Veterans Day	As observed
Thanksgiving	Fourth Thursday and Friday in November
Christmas	December 25
Floating Holiday	As designated by each employee

The General Manager will annually designate the actual dates of District holidays, with the exception of the floating holiday. Each employee may designate one day each year to be counted as his/her floating holiday to be scheduled and approved in advance by his/her immediate supervisor. Floating holiday hours may not be carried over to the following year or added to vacation accruals at fiscal year end, June 30th. Failure to use the floating holiday each year will result in a loss of the benefit. Regular full time employees that have completed their probationary period are entitled to a floating holiday. Part time employees are entitled to four hours per holiday.

When one of the holidays falls on Sunday, the following Monday shall be observed. If it falls on a Saturday, it will be observed the preceding Friday. The District provides a special holiday pay plan for Treatment Plant Operators because of their unique 24-hour day working schedule. At the beginning of each calendar year, the District will establish a holiday pay "credit account" of 96 hours for each Operator for the year. When an Operator works on a District holiday, he or she shall be paid 2 and ½ times his or her regular rate of pay for the 16 hours of work and the District will deduct 16 hours from the Operator's holiday pay account. At the end of the calendar year, any balance remaining in an

Operator's holiday pay account will be paid to him or her at the regular rate of pay. For example, if during a year an Operator works on five holidays, then during the course of the year he or she will be paid holiday pay for 80 hours (5 holidays at 16 hours/holiday) and at the end of the year, the Operator will receive a check for the remaining holiday pay in the amount of 16 hours (96 hours starting account minus 80 hours).

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Time-Off Benefits  
POLICY TITLE : Sick Leave  
POLICY NUMBER : 5030  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 5030.00      SICK LEAVE

The District sick leave benefit provides income protection for employees who, because of illness or accident, are temporarily disabled and absent from work for limited periods of time.

#### 5030.01      Accumulation

Beginning with the date of employment, sick leave at one day per month shall be credited to the employee. The every two-week pay record will reflect the current sick leave accumulation for each employee.

Sick leave is not considered to be vacation and is to be used only during injury or illness. If sick leave is used up due to illness or injury, vacation can be used. An employee with no sick leave or vacation credit shall not receive compensation for days not worked due to illness or injury. Abuse in use of sick leave is grounds for dismissal.

Each June, employees will receive pay for his/her earned sick leave for any hours in excess of 480 hours at a rate of 50% of the value of the unused sick leave. At the end of each year's employment (anniversary date), 10% of the total accumulated sick leave shall vest in and become the property of the employee subject only to the employee's leaving the District under any condition other than discharge for cause. Upon retirement or resignation from the District, the employee shall be paid 10% for each year of service of the accumulated sick leave up to 100%.

#### 5030.02      Procedures

A. Maintenance of Contact: Sick leave benefits are contingent upon maintenance of regular contact with the District. Employees shall inform their Supervisor of their estimated date of return to work and to maintain this communication.

B. Physician's Release: The District reserves the right to require a physician's written confirmation of injury or illness and/or written release before the employee may return to work. The District also may require the employee to be examined by the District's doctor.

C. Termination of Benefits: If an employee's disability absence continues beyond the period covered by sick leave, the employee will be placed on medical leave of absence status.

5030.03      Sick Leave for Other Uses

In accordance with the California Labor Code Section 233, an employee may use his or her annual sick leave in order to attend to an illness of the employee's child, stepchild, legal ward, parent, stepparent, legal guardian, spouse or registered domestic partner or a child of the employee's registered domestic partner. In situations not involving an illness, subject to the supervisor's approval, an employee may also elect to use sick leave for the medical, dental and vision appointments of the employee, employee's spouse, dependent child or dependent elderly parent. All conditions and restrictions upon the use of sick leave by the employee for his or her own purposes also shall apply to the use of sick leave under this subsection.

5030.04      Sick Leave Sharing Program

Upon learning of an employee's extended illness or injury that will keep him/her off work for a period of time longer than the employee's sick leave or vacation accruals will cover, the Employee Representatives are authorized to solicit donations of sick leave from other District employees on his/her behalf. Donations of sick leave shall be strictly voluntary and solicitations will be conducted on a case-by-case basis.

Written authorization from the donating employee stating the number of hours donated and the name of the employee to whom the sick leave has been donated is required. Transfers of sick leave between employees shall be on a dollar-for-dollar basis. The value of the sick leave donated will be divided by the hourly rate of the receiving employee to determine the actual number of sick leave hours to be transferred.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Time-Off Benefits  
POLICY TITLE : Compassionate Leave  
POLICY NUMBER : 5040  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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5040.00      **COMPASSIONATE LEAVE**

The District provides up to five days compassionate leave with pay in the event of a death in an employee's immediate family to arrange for or attend a funeral of a member of their immediate family. Immediate family in this instance shall mean spouse, father, mother, children, brother or sister and also includes in-laws (son, daughter, father, mother, brother, sister), stepchildren, grandparents and grandchildren.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Time-Off Benefits  
POLICY TITLE : Jury Duty  
POLICY NUMBER : 5050  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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5050.00      **JURY DUTY**

Employees will be given time-off when summoned for jury duty or subpoenaed to appear in Court as a witness for the District. Full pay shall be granted when absences occur on regularly scheduled workdays. However, pay will not be granted when jury duty occurs on an employee's normal day off or for hours in excess of the employee's regular eight-hour day. Any compensation received for jury duty from the Courts will not be deducted from the employee's salary, instead to be used by the employee as reimbursement for mileage and miscellaneous expenses.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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POLICY TYPE : Time-Off Benefits  
POLICY TITLE : Military  
POLICY NUMBER : 5060  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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5060.00      MILITARY

A District employee shall have the right to a temporary military leave of absence in accordance with applicable state and federal law. If employed by the District more than one year, the employee is entitled to receive his/her salary for the first 30 calendar days of any such absence. Thereafter and for employees employed less than one year, the leave will be unpaid. If the employee has been employed for more than one year, he/she is entitled to the same vacation, sick leave and other benefits for the first 30 calendar days that would have accrued had he/she not been absent.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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POLICY TYPE : Time-Off Benefits  
POLICY TITLE : Civic  
POLICY NUMBER : 5070  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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5070.00      CIVIC

The District will consider granting time-off without pay and with no penalties for emergency duties, which employees must undertake, for civil defense or other civic activities, such as Sheriff's reserve. Such leave may be granted provided employees furnish documentation of its necessity.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Time-Off Benefits  
POLICY TITLE : Personal Leave of Absence  
POLICY NUMBER : 5080  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 5080.00      PERSONAL LEAVE OF ABSENCE

The District may grant regular employees unpaid time-off for substantial personal reasons (not to include trial employment elsewhere), provided such time-off does not materially affect the normal conduct of business, District service or operating costs.

#### 5080.01      Duration

Approved leaves may be granted for period of more than five days and less than sixty calendar days.

#### 5080.02      Procedure

Request for leave of absence or an extension thereof must be submitted in writing to the Department Manager ten days prior to the commencement date, except when medical conditions or emergency situations make compliance with such requirement impossible. The General Manager must approve requests in writing. Upon return to work, the District will reinstate the employee to his/her original job or to a position of like status and pay, without loss of seniority or benefit entitlement. An employee's failure to return from leave of absence or present convincing reasons for not returning as arranged, will be considered good cause for termination of employment.

#### 5080.03      Benefits

During the period of leave, arrangements must be made by the employee to pay group health, dental, life and short-term disability insurance that are normally paid by the District. Otherwise, these benefits will be discontinued for the duration of the leave. Retirement benefits, sick leave and vacation credits will not accrue for the period of the leave.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Time-Off Benefits  
POLICY TITLE : Family Care/Medical and Pregnancy Leave  
POLICY NUMBER : 5090  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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5090.00      **FAMILY CARE/MEDICAL AND PREGNANCY LEAVE**

- A. Under the California Family Rights Act of 1991 and federal Family and Medical Leave Act of 1993, District employees may be entitled to an unpaid family care and medical leave of up to 12 workweeks in any 12-month period. To be eligible for leave, an employee must have (1) worked for the District at least 1,250 hours during the 12 months immediately preceding commencement of the leave, (2) worked for the District for at least 12 months, which need not be consecutive and (3) be employed at a worksite where the District employs at least 50 employees within 75 miles of the worksite. Family care and medical leave may be taken for the birth of a child of an employee, placement of a child with an employee in connection with an adoption or foster care or serious illness of a child of an employee; care for a parent or spouse who has a serious health condition; or, the employee's own serious health condition that makes the employee unable to work. If the District grants a request for family care and medical leave, the employee is guaranteed reinstatement to a position with the same or similar duties and pay and at the same or similar geographic location upon the termination of the leave, with no loss of seniority or longevity.
  
- B. Even if ineligible for family care and medical leave, a female employee who is disabled by pregnancy, childbirth or related medical conditions may have a right to a pregnancy disability leave under the state Fair Employment and Housing Act. Female employees may take up to four months of pregnancy leave, depending upon the period(s) of the employee's actual disability. When medically necessary, pregnancy disability leave may be taken in intermittent periods, so long as the total leave taken does not exceed four months. Pregnancy disability leave runs concurrently with any family care and medical leave under federal law taken for disability arising from pregnancy, childbirth or related medical conditions, but pregnancy disability leave and family leave under state law do not run concurrently. If the female employee also is eligible for state family leave, the employee may be entitled to take both a pregnancy disability leave and state family leave for reason of the birth of a child.

- C. When the need for leave is foreseeable, the employee must provide at least 30-days' advance notice of the need for leave under this section and, for a planned medical treatment or supervision, the employee must make a reasonable effort to schedule the leave to avoid disrupting District operations.
  - D. The District may require certification from your health care provider or the health care provider of your child, parent or spouse, as applicable, to support the request for leave. As a condition of reinstatement following a leave under this section because of the employee's own health condition, the District may require the employee to submit a medical certification from the employee's doctor or health care provider stating that the employee is able to return to work.
  - E. For any family care and medical leave under this section, the employee may, at the employee's election, coordinate all of his or her accrued vacation time and other paid accrued time-off and accrued sick leave.
  - F. The District will continue to maintain the employee's coverage under the District group health, vision, life and dental benefits during any period of leave approved under this section. Sick leave and vacation benefits will not accrue during period of any leave under this section.
  - G. If the employee wants more information regarding eligibility for leave under this section, please contact the General Manager. Family care and medical leave and pregnancy leave will be provided pursuant to applicable federal and state laws. If there is any conflict between this District policy and federal or state law, the law shall govern.
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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Time-Off Benefits  
POLICY TITLE : Administrative Leave (exempt employees)  
POLICY NUMBER : 5100  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 5100.00      ADMINISTRATIVE LEAVE (exempt employees)

Administrative leave compensates FLSA-exempt employees for hours worked in excess of 40 hours per week. Effective the first pay period in July of each year, forty hours of administrative leave shall be credited to each employee in an exempt status. Persons beginning District employment or returning from unpaid leave after that date shall have a pro rata amount of administrative leave credited to them, computed on a 26-pay-period basis.

### 5100.01      SCHEDULING ADMINISTRATIVE LEAVE

Administrative leave shall be taken as scheduled by the exempt employee with their supervisor and may be used for any reason by an exempt employee with the following limitations.

### 5100.02      Accumulation

Administrative leave shall not be accumulated from one year to the next. Any administrative leave remaining to the exempt employee's credit at the end of the pay period prior to that pay period when the next year's administrative leave is credited shall be lost, without compensation.

### 5100.03      Termination

Upon termination, any administrative leave remaining as credit to an exempt employee shall be lost, without compensation.

5100.04      Documentation

Each exempt employee shall document hours worked in excess of 40 hours per week up to 40 hours per year. The maximum allowable hours of administrative leave shall be 40 hours per year regardless of documented time accumulated. At the end of each fiscal year administrative time used will be measured against accumulated hours in excess of the regular work week hours. In the event more administrative leave was used than documented excess time was accrued, the difference will be reconciled by deduction of vacation time.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Other Benefits and Services  
POLICY TITLE : Employee Recognition Program  
POLICY NUMBER : 6010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 6010.00      EMPLOYEE RECOGNITION PROGRAM

The purpose of this policy is to promote employee morale, efficiency, initiative and retention. The policy is consistent with Article IV, Section 17, Article XI, Section 10 and Article XVI, Section 6 of the California Constitution.

In the normal course of District operations, the Board of Directors recognizes that District employees will accomplish various achievements and other job related successes for which recognition is both desirable and warranted. Additionally, other significant events may occur in the lives of employees during their term of employment with the District that would also warrant District recognition. Further, the recognition of such accomplishments and milestones can improve employee morale and job performance. Because the District is a direct beneficiary of increased employee morale and job performance, the Board of Directors desires to establish a process for employee recognition. Therefore, the Board of Directors authorizes the General Manager to spend monies, for the following purposes:

1. Employee job-related achievement or superior performance recognition.
  2. Employee recognition event, including awards for employment anniversary dates, recognized at five-year increments. The employee may choose from the anniversary awards listed. Other awards presented at the recognition event can include: certificates of appreciations, special certificates of merit and attendance awards for continuous attendance during any 12-month period ending in the recognition year.
  3. Employee retirement.
  4. Birth of an employee's child, or other significant milestone in an employee's life.
  5. Bereavement acknowledgements for the death of an employee, an employee's close family relative, or a District retiree.
  6. Seasonal District celebrations, e.g. December holiday party and summer picnic.
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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Other Benefits and Services  
POLICY TITLE : Education Program  
POLICY NUMBER : 6020  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 6020.00 EDUCATION PROGRAM

The District encourages employees to participate in educational and training activities. In addition to increasing employee job proficiency, this education should improve work force stability and the District's ability to attract and retain outstanding employees. The education program is available to all employees after the six-month probationary period has been completed.

#### 6020.01 On-Duty Education

Employees may, with prior approval, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's position or one he or she may reasonably aspire to.

All departments will annually review and identify areas of training required to maintain technical and administrative capabilities. Specific schools, conferences and/or seminars are to be listed on budget submission requests wherever applicable and available. The District will pay all fees, tuition and approved expenses. General Manager approval for all requests for this training must be obtained prior to attendance and/or making reservations.

#### 6020.02 Off-Duty Education

Educational assistance at the discretion of the General Manager is available to employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments.

This education may occur after regular working hours at a college, vocational trade school or through a self-study correspondence course, which leads to a certificate, license or diploma related to the general water functions of the District.

Under special circumstances, employees may attend classes during business hours if, (1) the course is not available (and will not be) at night or through a correspondence course,

(2) the course pertains to a District-approved degree program and (3) the employee arranges a flexible time schedule with his/her Supervisor to make up time spent at class during normal work hours.

6020.03      Eligibility for Off-Duty Education Assistance

Only regular, full-time employees, who are performing their jobs satisfactorily, are eligible for this program.

The following off-duty education qualifies for financial assistance:

1.     Degree (Associates, Bachelors, Masters, other as approved).
2.     Specific courses taken for credit relating to water service functions of the District.
3.     Specific courses taken for credit relating to support functions of the District (i.e., accounting, secretarial, welding, chemistry, etc.).
4.     Specific courses resulting in certificates or professional licenses.
5.     Self-study/correspondence courses from reputable institutions with final exam and certificate in subjects that relate to District functions.
6.     Other programs deemed appropriate for District personnel.

6020.04      Conditions for Financial Assistance

1.     Every course that the employee desires to attend must be approved in advance by submitting an Education Assistance Request Form.
2.     Completion of the course with a minimum final grade of "C" or equivalent.
3.     Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then, the remaining cost will be eligible for payment by the District.
4.     Degree programs require a minimum of three years employment following completion of the degree requirements for total financial assistance from the District. If the employee leaves the District after two years following completion of the degree requirements, financial assistance from the District will be one-half of the cost of the degree program, with the remainder one-half the employee's responsibility, which will be deducted from the employee's final paycheck. If the employee leaves the District after one year following completion of the degree requirements, the employee is responsible to reimburse the District in full for the cost of the degree.

program, which will be deducted first from the employee's final paycheck, with any remainder to be paid by the employee. Any District financial support under this provision shall be implemented by a contract between the District and employee.

5. Voluntary termination of either the course or employment will result in automatic deduction for the amount of assistance received. Involuntary termination may or may not result in deduction of the amount of assistance received, as determined by the General Manager.
6. Unless arrangements have been made to pay the costs directly to the school, the assistance check is normally issued to the employee after he/she furnishes evidence of expenses (i.e., receipts, canceled checks, etc.).
7. The employee will furnish the District proof of his/her successful completion of the course as soon as possible after the end of the class.

6020.05      Procedure

The Degree program is approved by the General Manager on a case-by-case basis. Employees desiring to obtain a degree should submit their written request stating goals and objectives, institution that they plan to attend and schedule of estimated expenditures via their Division and/or Department Manager to the General Manager. The District may pay for tuition, travel, books, fees and parking subject to this Policy.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Other Benefits and Services  
POLICY TITLE : Professional Certification  
POLICY NUMBER : 6030  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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6030.00      **PROFESSIONAL CERTIFICATION**

The District encourages employees to pursue professional certification that will be beneficial to themselves and the District.

Testing and certification fees will be paid by the District after the employee achieves certification. Certification and recertification fees will be paid by the District.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Other Benefits and Services  
POLICY TITLE : Credit Union  
POLICY NUMBER : 6040  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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6040.00      **CREDIT UNION**

All District employees are eligible for membership in the Sacramento Credit Union and in the Golden 1 Credit Union. Every other week payroll deductions are available upon request for savings deposits or loan payments.

The Credit Union office nearest the District:

**SACRAMENTO CREDIT UNION**  
3660 Bradshaw Road, Sacramento      (916) 444-6070

**GOLDEN 1 CREDIT UNION**  
1117 East Bidwell Street, Folsom      (916) 732-2900

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Other Benefits and Services  
POLICY TITLE : Beneficial Suggestion Program  
POLICY NUMBER : 6050  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 6050.00      BENEFICIAL SUGGESTION PROGRAM

All employees are encouraged to submit new ideas that may lead to the overall improvement of the District's ability to efficiently and effectively serve all customers.

#### 6050.01      Definitions

The following terms or phrases shall have the meaning respectively ascribed to them unless otherwise apparent from the context:

"Beneficial Suggestion Award" or "Award" means a document presented by the General Manager, which may or may not include monetary compensation.

"Net Saving" or "Net Increase in Revenue" means the estimated first-year cost reduction or revenue increase produced by the adoption and implementation of a suggestion. This first-year value is estimated using a reasonable length of time to amortize the benefits.

#### 6050.02      Eligibility

Any employee of the District is eligible to submit beneficial suggestions and receive a Beneficial Suggestion Award. However, monetary awards will not normally be given to an employee whose duties and responsibilities would reasonably be expected to include improved District operations.

#### 6050.03      Procedure - Submission

Beneficial suggestions should generally result in improvement of methods or procedures or introduction of new equipment or equipment modification. The general classification of any award will most likely include one or more of the following traits:

- savings in time
- savings in material
- tool improvements
- equipment/machinery improvements
- increase efficiency
- improved working conditions including hazard elimination
- improved customer and public relations
- increased level of service without increase of cost

Beneficial Suggestions are submitted to the General Manager, may either be typed or handwritten and must clearly indicate the following:

Description of the beneficial suggestions, including why it is appropriate, who will use it, how soon it should be placed into service, an estimated cost of implementing the beneficial service, a description of the present method or equipment and photographs or sketches.

Names of employees submitting the beneficial suggestion.

Date submitted.

The Committee selected to review the beneficial service shall review the estimated first-year cost savings/reduction, discuss with the General Manager and determine the level of award recommendation.

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6050.04        Award

Beneficial Service Awards are categorized as either monetary or non-monetary. Non-monetary awards are Certificates of Recognition and used to recognize an employee for submitting a beneficial suggestion that did not result in a cost saving or reduction. Monetary awards will be given based upon ten percent of the "net saving" or "net increase in revenue" as described in 6.5.1 increase. The maximum value shall be \$1,000. In no case shall monetary awards be less than \$50.00.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Standards of Conduct and Employee Discipline  
POLICY TITLE : Policy  
POLICY NUMBER : 7010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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7010.00      **POLICY**

The tenure of every District employee shall be conditioned by good behavior and satisfactory work performance. The District establishes Standards of Conduct to guide employees and to assure safe, efficient and harmonious operations of the District. Infractions of District standards or other actions inconsistent with the goals of the District, may lead to disciplinary action under the procedures described in this Chapter.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Standards of Conduct and Employee Discipline  
POLICY TITLE : Standards of Conduct – Causes for Disciplinary Action  
POLICY NUMBER : 7020  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 7020.00      STANDARDS OF CONDUCT – CAUSES FOR DISCIPLINARY ACTION

Actions inconsistent with District goals, including but not limited to the violations of District Standards of Conduct listed below, shall be grounds for discipline. Each of the following acts may be considered an infraction of District Standards of Conduct:

1. Excessive or unjustified absences. Failure to properly inform the immediate supervisor, or other appropriate management staff promptly by telephone or other means when unable to report to work. Excessive means the timing and number of absences such that they disrupt work flow and efficiency on a frequent or regular basis. After six months employment, absence for illness for which no sick leave is accrued will be considered excessive absence.
2. Fighting, throwing things, horseplay, practical jokes or other disorderly conduct that may endanger the well-being of any employee or District operation.
3. Deliberate or grossly negligent damage to District property, property of other employees, or public property.
4. Interference with, insubordination, or refusal to obey any supervisor or other duly-constituted authorities.
5. Possessing, drinking, or being under the influence of liquor, narcotics or dangerous drugs on District property, on a District job site, or while on stand-by duty.
6. Falsifying employment application, time cards, or other District records.
7. Failure to observe safety rules, regulations, policies, practices and procedures, including the wearing of safety equipment as directed.
8. Theft, fraud, gambling, carrying personal or concealed weapons or explosives, or violation of criminal laws on District property or on a District job site.
9. Leaving District boundaries, or a District job site, during working hours without authorization.

10. Working on unauthorized projects on District premises or on a District job site.
11. Excessive wage attachments or garnishments.
12. Solicitation on the work time of either the employee soliciting or the employee being solicited, or distribution of any unauthorized literature, posters, handbill or notices in work areas.
13. Unauthorized use or removal of District records or property of any kind or of records or property in the District's custody.
14. Altering or falsifying work or job records.
15. Failure to return to work upon expiration of an authorized paid leave or vacation.
16. Failure to report to work for one regular working day without proper notification, except for exceptional circumstances as defined by the General Manager.
17. Misrepresentation of the reasons in applying for a leave of absence or other time-off from work, or willful misrepresentation of reasons for calling in to report absence due to illness.
18. Failure to declare, or upon request, to withdraw from, outside activities or activities in interests that conflict with, detract from, or adversely affect the interests of the District.
19. Failure to report involvement in an accident occurring on District premises, on a District job site, or in route to or from a District job site, or involving District equipment, or giving false information in accident or insurance reports.
20. Willful failure to report to a supervisor any significant omissions, errors or mistakes, or accidental damage affecting work assignment, property or equipment.
21. Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or unauthorized use of or duplication of keys.
22. Willfully submitting a time card containing an incorrect record of hours worked for any day.
23. Quitting work or taking early cleanup before the end of a shift.
24. Stretching rest or meal breaks or otherwise wasting time.
25. Creating or contributing to unsanitary or unsafe conditions by poor housekeeping.
26. Sleeping while on duty.
27. Threatening or intimidating other employees or members of the public.

28. Failure to observe traffic and parking rules.
29. Fighting, assaulting or attempting to provoke a fight.
30. Failure to work harmoniously with other employees.
31. Excessive tardiness in reporting or commencing work at the beginning of a shift.
32. Behavior unbecoming a District employee, or behavior or action that would adversely prejudice public opinion of the District.
33. Neglect of duty.
34. Failure to use District time, materials or supplies in an efficient manner.
35. Unauthorized use of vehicles, equipment or supplies.
36. Failure to perform duties or fulfill requirements of the classification in a competent manner and with the least amount of supervision.
37. Violation of the District's anti-harassment or non-discrimination policy.
38. Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Division of Motor Vehicles. This rule applies only to those employees who must maintain such a license as a condition of their employment.
39. Conviction of a serious crime, including a misdemeanor or felony.
40. Engaging in other practices that may be inconsistent with the image, rules or goals of the District, or that may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the District and its employees.
41. Violation of any federal, state or local law or District ordinance, policy or procedure in the course and scope of District employment.

7020.01        Disciplinary Action for Violation of Rules of Conduct

Violation of the following rules will result in the discipline specified or as otherwise deemed appropriate by the General Manager.

VIOLATION

<u>Rule No.</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>
1.	A	B	D	F	
2.	B	C	D	F	
3.	D	F			
4.	D	F			

5.		F			
6.		F			
7.	B	D	F		
8.	F				
9.	A/B	D	F		
10.	A/B	D	F		
11.	A	B	C	D	
12.	A	B	C	F	
13.	E	F			
14.	F				
15.	D	E	F		
16.	F				
17.	D	F			
18.	D	F			
19.	D	F			
20.	D	F			
21.	F				
22.	F				
23.	A	B	D	F	
24.	A	B	C	F	
25.	A	B	D	F	
26.	E	F			
27.	F				
28.	A	B	D	F	
29.	F				
30.	A	B	D	F	
31.	A	B	C	D	F
32.	B	D	F		
33.	A	B	D	F	
34.	A	B	C	D	F
35.	A	B	D	F	
36.	A	B	D	F	
37.	D	F			
38.	F				
39.	F				
40.	A	B	C	D	F
41.	A	B	D		

- A. Verbal Warning
- B. Written Warning
- C. Eight Working Hours Suspension Without Pay
- D. Twenty-four Working Hours Suspension Without Pay
- E. Forty Working Hours Suspension Without Pay or Salary Reduction
- F. Demotion or Dismissal

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Standards of Conduct and Employee Discipline  
POLICY TITLE : Conflict of Interest  
POLICY NUMBER : 7030  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 7030.00      CONFLICT OF INTEREST

While on duty, all District employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict of interest between the employee's personal interests and the interests of the District. No employee shall accept employment during off-duty hours which may result in a conflict of interest or time conflict involving the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interest and those of another.

The District, however, recognizes the right of employees to engage in private activities away from their employment. The following rules will apply to assess and prevent potential conflicts of interest from arising.

### 7030.01      Interference or Adversity Prohibited

No employee may engage in outside work during regular working hours or engage in outside work that will interfere with his or her District job. Except as specifically authorized, an employee will not use or permit the use of District-owned vehicles, equipment, materials or property for personal convenience or profit. An employee will not ask or require another District employee to perform services for the personal convenience or profit of the employee. Each employee must protect and properly use any District property within his or her control, including information recorded on paper or in electronic form. Employees will safeguard District property, equipment, moneys and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust. Employees are responsible for maintaining written records, including expense accounts, in sufficient detail to reflect accurately and completely all transactions and expenditures made on the District's behalf, in accordance with the District's policy for reimbursement of employee expenses.

7030.02      Financial Conflicts of Interest

An employee will not have a financial interest in a contract with the District, or be purchaser at a sale by the District or a vendor at a purchase made by the District, unless the employee's participation is authorized under Government Code section 1090. An employee will not participate in the discussion, deliberation or vote on a matter before the Board of Directors, or in any way attempt to use his or her official position to influence a District decision or action, if he or she has a prohibited interest with respect to the matter, as defined in the Political Reform Act, Government Code sections 81000 and following, relating to conflicts of interest. Generally, an employee has a financial interest in a matter if it is reasonably foreseeable that the decision would have a material financial effect (as defined by the Fair Political Practices Commission's regulations) that is distinguishable from the effect on the public generally on (a) a business entity in which the employee has a direct or indirect investment of \$2,000 or more, (b) real property in which the employee has a direct or indirect investment interest worth \$2,000 or more, (c) a source of income of the employee amounting to \$500 or more within 12 months before the decision, (d) a source of gifts to the employee amounting to \$360 or more within 12 months before the decision, or (e) a business entity in which the employee holds a position as a employee, trustee, officer, partner, manager or employee. An "indirect interest" means any investment or interest owned by the spouse or dependent child of the employee, by an agent on behalf of the employee, or by a business entity or trust in which the employee, or the employee's spouse, dependent child or agent, owns directly, indirectly or beneficially a ten percent interest or greater.

If an employee believes that he or she may be disqualified from participation in the discussion, deliberations or decision on a particular matter due to a conflict of interest, the following procedure will be followed: (a) if the employee becomes aware of the potential conflict of interest before the time at which the matter will be discussed or acted on, the employee will notify the General Manager of the potential conflict of interest, so that a determination can be made whether it is a disqualifying conflict of interest; (b) if it is not possible for the employee to discuss the potential conflict with the General Manager before the matter is to be discussed or acted on, or if the employee does not become aware of the potential conflict until during the discussion of the matter, the employee will immediately disclose the potential conflict during the discussion, so that there can be a determination whether it is a disqualifying conflict of interest; and (c) upon a determination that there is a disqualifying conflict of interest, the employee will not participate in the discussion, deliberation or decision on the matter for which a conflict of interests exist.

7030.03      Gratuities

No employee shall accept personal gratuities or tips offered for District services rendered to a customer or prospective customer.

7030.04      District Liability

Opinions or comments regarding District liability in any matter should not be discussed by employees with the public. Management should be advised in all instances regarding customer-relation problems that cannot be satisfactorily resolved.

7030.05      Off-Duty Work on Water Facilities

As a general policy, the District Board of Directors recognizes the right of each employee to engage in private activities while off duty, including a right to earn extra income by using his or her specialized skills used in District service. The Board also recognizes that such employees may be able to maximize extra income earned off duty by performing work related to the installation, improvement, repair, and maintenance of private water facilities located within the District's boundaries and/or work that involves the District water system ("Off-Duty Work"). The Board wants to ensure, however, that all Off-Duty Work be conducted in a manner that does not interfere with an employee's District employment and that no actual conflict of interest or appearance of a conflict of interest is permitted to arise as a result of the employee's performance of Off-Duty Work.

To ensure that Off-Duty Work does not interfere with an employee's District job duties and does not create an actual or perceived conflict of interest, any employee engaged in Off-Duty Work will comply with the following rules:

1. An employee may not perform Off-Duty Work (a) while on duty at his or her District employment; (b) while performing any authorized or necessary overtime hours of District work; (c) that will in any way interfere with his or her District job duties; or (d) at any other time when representing the District or acting in furtherance of his or her District employment.
2. An employee may not use any District facilities, labor, uniforms, materials or supplies in performing Off-Duty Work.
3. Whenever a District employee performs Off-Duty Work, he or she will notify his or her private employer that the employee (a) is not representing the District or acting in his or her capacity as a District employee; (b) is performing the Off-Duty Work solely for the private employer and the employee's benefit; and (c) is solely responsible for the Off-Duty Work, including any resulting damages caused by the Off-Duty Work.
4. No employee may engage in Off-Duty Work if it results in an actual or perceived conflict of interest, including but not limited to, performing any work on District facilities at a private employer's request without first obtaining express authorization from the appropriate District officer, manager or supervisor, advising any private party to install any equipment or device that would in any way adversely impact District water service or the proper functioning of the District water system, or installing for a private party any equipment, device or facility that is subject to

inspection and approval by the employee or his or her department. For example, a District employee whose job duties include inspecting and approving the installation of backflow prevention devices may not install such devices while off duty. If an employee has any concerns about whether proposed Off-Duty Work may create an actual or perceived conflict of interest, he or she should consult with his or her immediate supervisor before accepting the work.

5. An employee performing Off-Duty Work will comply with all laws, including obtaining and maintaining in good standing any necessary licenses, permits, approvals and/or insurance coverage necessary to perform the work.

7030.06        Prohibition on Employment of Close Family Relatives

An employee will not recommend that the District employ a close family relative. In addition, an employee will not recommend the employment of a close family relative to any person known by the employee to be bidding for or negotiating a contract with the District.

7030.08        Application of Rules; Violation

These rules supplement and are in addition to applicable state laws concerning conflicts of interest.

In accordance with Section 7020 of this employee manual, failure to adhere to the rules governing conflict of interest may lead to disciplinary action, up to and including dismissal. An employee who knowingly asks for, accepts or agrees to receive any gift, reward or promise thereof for doing an official act, except as may be authorized by law, may be guilty of a misdemeanor under Penal Code section 70.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Standards of Conduct and Employee Discipline  
POLICY TITLE : Uniforms and Dress Code  
POLICY NUMBER : 7040  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 7040.00      UNIFORMS AND DRESS CODE

#### 7040.01      Office Attire

A high standard of personal cleanliness and appearance is required of all employees. Office personnel are not required to conform to a specific dress code, but rather to maintain dress that will be in good taste, project a good public image and be appropriate for the assigned work area.

#### 7040.02      Facial Hair

All facial hair will be kept neat and trimmed. In certain positions, at Management's discretion, facial hair will be disallowed due to safety concerns.

#### 7040.03      Uniforms

All designated, non-exempt Field, Treatment, Engineering and Conservation employees are to wear uniforms in good condition as provided by the District. Uniforms will be issued on an "as needed" basis during each fiscal year. Each employee will be expected to turn in old uniforms for new at time of issue.

Regular, full-time employees will generally receive up to the following:

Five pair of pants (any combination) of Blue Jeans (Levi's 501, 517, 550; or Wrangler), Dockers, or knee length Bermuda style shorts as provided by the purchasing agent.

Choice of five shirts (any combination);  
Orange or safety green T-shirts, or polo style shirts as provided by the purchasing agent.

One orange jacket and/or orange sweatshirt\*. (\*SAFETY REQUIRED)

## **NO EXCHANGES FOR UPGRADES IN STYLE ALLOWED**

Temporary employees will receive the above in issues of three each, to be returned when employment ends.

Department Managers are responsible for determining and monitoring the style and type of uniforms worn within each department as long as the articles fall within the combination of items on the District issue list or have been approved as appropriate. Some articles (such as shorts) may not be suitable for use in every department.

Deviations from the District uniform policy must be approved by the General Manager.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Standards of Conduct and Employee Discipline  
POLICY TITLE : Absence or Tardiness  
POLICY NUMBER : 7050  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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7050.00      **ABSENCE OR TARDINESS**

7050.01      **Absence**

An absence is defined as any unexcused failure to be present for work during scheduled working hours (including overtime). Absences that are excused are detailed in Chapter Five, Time-off Benefits.

7050.02      **Tardiness**

Each Department Manager will be responsible for assuring that employees arrive on time, are ready to work, and complete a full shift. Department Supervisors will use disciplinary actions to correct persistent patterns of lateness or leaving early.

7050.03      **Notification**

Department Supervisors will require employees to give advance notice, when possible, of lateness or absence. If advance notice is not possible, personal notification by phone should be given to the Department Manager prior to starting time, or within 15 minutes thereafter. The use of the District's answering service to communicate, except in cases of extreme emergency, is strictly prohibited. Employees may call into the District on 916-791-0591 before and after business hours.

Employees who are absent beyond one day must maintain contact with their Department Manager unless the employee has provided a doctor's certificate covering a specified period.

In case of extended illness or injury, arrangements should be made by the employee to have his/her condition reported to the District at frequent intervals so work loads can be reassigned.

7050.04      Absence Without Notice

One day absence without notice will be grounds for dismissal. The employee will be eligible for reinstatement only if some exceptional circumstances explain why the employee could not have provided the notice required by these rules.

7050.05      Disciplinary Action

Chronic absenteeism, lateness or other unusual infractions of attendance standards may be grounds for disciplinary action.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Standards of Conduct and Employee Discipline  
POLICY TITLE : General Anti-Harassment Policy  
POLICY NUMBER : 7060  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 7060.00      GENERAL ANTI-HARRASSMENT POLICY

The District is committed to providing a work environment free of unlawful harassment. District policy and federal and state law prohibit discriminatory insult, intimidation and harassment due to or based on race, color, religion, sex, age, physical or mental disability, medical condition, marital status, national origin or any other basis protected by federal or state law. Any incident of discriminatory insult, intimidation or harassment in any form should be reported promptly pursuant to the complain procedure set forth below for investigation and appropriate action.

Prohibited unlawful harassment includes, but is not limited to, the following behavior and conduct: (1) verbal conduct (such as epithets, vulgar or profane language, or derogatory jokes, comments or slurs) that disparages, abuses or insults another person based on or related to a protected basis; (2) visual conduct (such as derogatory and/or offensive memos, e-mail messages, posters, photography, cartoons, calendars, drawings or gestures) that disparages, abuses or insults another person based on or related to a protected basis; (3) physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work based on or related to a protected basis; and (4) retaliation for having reported or threatened to report harassment. Unlawful harassment also includes sexual harassment as defined below.

This policy applies to all persons involved in the operation of the District, including employees, officers, volunteers, contractors and consultants.

Harassment in violation of this policy in the workplace or in the course and scope of employment by any person in any form is prohibited. If the harasser is a District Employee, officer, contractor or consultant, violation of this policy will subject the harasser to discipline as provided below.

The District shall implement this policy as follows:

The General Manager and each supervisor shall be responsible for maintaining a workplace free of sexual and other harassment. This responsibility includes discussing this

policy with District employees and assuring them that they are not required to endure sexually insulting, degrading or exploitative treatment or any other form of harassment.

The District shall post the federal ("Equal Opportunity is the Law") and state ("Harassment or Discrimination in Employment is Prohibited by Law") anti-harassment posters on the employee bulletin board.

The District shall distribute a copy of its anti-harassment policy and the State Department of Fair Employment and Housing information sheet ("Sexual Harassment is Forbidden by Law") to all existing employees (on an annual basis) and, as hired, to all new employees.

#### 7060.01      Sexual Harassment

Sexual harassment is one particular form of harassment prohibited by this policy. Prohibited sexual harassment includes, but is not limited to, the following behavior and conduct: (1) unwelcome sexual flirtations, propositions, advances or invitations; (2) verbal or written abuse or insult of a sexual nature; (3) requests for sexual favors; (4) graphic comments about an individual's body; (5) sexually degrading words used to describe an individual; (6) the display of sexually suggestive or explicit words, objects or pictures; (7) threats or demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss; (8) offers of employment benefits in return for sexual favors; and (9) other verbal or physical conducts of a sexual nature that creates an intimidating, hostile or offensive working environment.

#### 7060.02      Procedure

Complaints of harassment of any type will be handled through the District's Grievance Procedure. To initiate action on the complaint, the employee may begin with either:

The Department Manager, or

Employee Representative, or

The Assistant General Manager, or

The General Manager.

The District encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be resolved quickly and fairly. In addition, when possible, a victim of harassment is urged to confront the harasser and demand or persuade him or her to stop.

A complaint should include the following information: name of complainant; name or names of alleged harasser(s); nature of harassment, with specific explanations and examples; name or names of any witnesses; any supporting documents; and relevant dates and times. All complaints will be treated seriously and confidentially. The District will

not retaliate against a complainant for filing a complaint, and will not tolerate or permit retaliation by other employees or co-workers.

7060.03      Complaint Procedure for Harassment

Complaints regarding harassment should be brought to one of the persons listed in Section 7060.02. However, no employee is required to register a complaint with any superior who is the subject of the complaint.

The General Manager is responsible for handling all complaints of harassment and for insuring that all complaints are investigated fully and fairly, regardless of the manner in which they are made or the individuals involved. The person who receives the complaint, if other than the General Manager, shall refer the complaint to the General Manager. If the alleged harasser is the General Manager, then the person who received the complaint shall refer it to the District Board President, and the President, in consultation with District counsel, shall be responsible for investigating and resolving the complaint.

In the event the employer's supervisor is the subject of a harassment complaint, the complaining employee or the person receiving the complaint should register the complaint with the Assistant General Manager or the General Manager.

If the employee chooses, the employee may file a complaint with the State of California Department of Fair Employment and Housing or with the United States Equal Employment Opportunity Commission. Both of these agencies are charged with the responsibility of accepting all complaints and making an investigation and determination.

California Department of Fair Employment and Housing  
2000 O Street  
Sacramento, CA 95814  
1-800-884-1684

United States Equal Employment Opportunity Commission  
1801 L Street N.W.  
Washington, D.C. 20507  
1-800-669-4000

All complaints filed with the employer shall be handled in strict confidence. The District will immediately undertake an effective, thorough and objective investigation of the harassment allegations. The investigation will be conducted confidentially. All interviews of witnesses and parties will be conducted in private. The investigator will attempt to identify and interview all persons involved, including the complainant, all possible witnesses and the alleged harasser. The interviewer will take notes of all interviews and maintain written records regarding the investigation.

7060.04      Investigation of Harassment

An investigation, if necessary, will be done thoroughly and fairly on any complaint, without premature judgment. Such investigation may include interviews with any involved employees who may have knowledge of the situation. The investigator may conduct, as required, a thorough review of files and other tangible evidence, and shall be given all necessary access privileges for this investigation. All involved parties shall be notified of the investigation. The investigator shall make every reasonable attempt to rationally and objectively resolve any questions of credibility between the complaining and the accused employee.

7060.05      Disciplinary Action for Harassment

The General Manager will review every case, including the investigator's findings and the recommendations of counselors assigned to the case, when applicable. If the evidence shows harassment as described in this general policy, the investigator shall recommend appropriate disciplinary action against the offending employee. If substantiated, harassment is grounds for immediate discipline, up to and including dismissal. The District will advise the complainant of the results of the investigation.

No employee who files a complaint alleging harassment nor any employee who is interviewed during the investigative phase shall suffer any form of retaliation by the employer concerning any term or condition of employment. Any employee who believes he or she has been retaliated against because of a claim of sexual harassment or being involved in the investigative phase of a sexual harassment complaint may also file a claim of retaliation with the employer and/or file a claim of retaliation with the State of California Department of Fair Employment and Housing and/or the United States Equal Employment Opportunity Commission.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Standards of Conduct and Employee Discipline  
POLICY TITLE : Use of District Tools, Facilities and Supplies  
POLICY NUMBER : 7070  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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7070.00      **USE OF DISTRICT TOOLS, FACILITIES AND SUPPLIES**

No employee may engage in personal work in District shops or other facilities or use District equipment on or off District property, except as authorized in this manual.

Transportation in District vehicles of persons other than Directors, Officers, employees, agents of the District, or authorized guests, is prohibited.

Employees should discourage personal telephone calls and visitors during work hours, and should refrain from having personal mail addressed in care of the District.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Standards of Conduct and Employee Discipline  
POLICY TITLE : Disciplinary Procedure for Regular Employees  
POLICY NUMBER : 7080  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : June 27, 2007

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### 7080.00      DISCIPLINARY PROCEDURE FOR REGULAR EMPLOYEES

Depending upon the facts and circumstances involved in each situation, Management may choose to begin disciplinary action at any step within guidelines provided in Section 7020. In general, however, discipline should follow a pattern of increasing severity as causes for discipline are more serious and persist.

#### 7080.01      Minor Discipline

Minor discipline may be imposed without reference to the procedural requirement of Section 7080.03. Minor discipline includes verbal warnings, written reprimand, suspension without pay for not more than one day, change in work hours, and reassignment without reduction in pay. Examples of infractions of District standards calling for minor discipline may be found in Section 7020.02 where the first and/or second violation will result in either (a) verbal warning, (b) written warning, or (c) eight hours suspension without pay or any combination of these three methods of disciplinary action.

Verbal Warning: For minor infractions, the employee will be issued a verbal warning. If the situation does not improve within a reasonable period of time (usually 30 days to 6 months, depending on the seriousness of the issue), the Department Manager may repeat the measure, or use the next step. The Department Manager should keep a written record of the date and substance of verbal warning, but the record will not become part of the employee's personnel file unless the situation leading to the warning is uncorrected, and more serious disciplinary procedures are deemed necessary.

Written Reprimand: For more substantial infractions, or repeated minor infractions, the employee will be issued a written reprimand. If the situation does not improve within a reasonable length of time (30 days to 6 months or more, depending on the seriousness of the issue), the Department Manager may issue repeat reprimands. A copy of any written reprimand shall be placed in the employee's personnel file.

Other Minor Discipline: For more serious infractions of District Standards or for persistent failure to correct deficiencies noted in verbal warning or written reprimands, other minor discipline may be imposed, such as suspension without pay for one day, change in working

hours, and reassignment with no reduction in pay. Any such minor discipline may be accomplished by written notice to the employee, and a copy of the notice will be placed in the employee's personnel file.

7080.02      Major Discipline

The following disciplinary actions require compliance with the procedures of Section 7080.03. The following procedures may be taken by the appropriate level of management to correct the performance deficiencies of regular employees, including management employees. Examples of infractions of District standards calling for major discipline may be found in Section 7020, where the violation will result in either (a) twenty-four hours suspension without pay, (b) forty hours suspension without pay, or salary deduction, or (c) demotion or dismissal.

Forms of major discipline are:

Suspension from Duty: An ordered interruption of duties for more than one day with out pay.

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

Demotion: A reduction from a position in one class to a position in another class having a lower salary range effected for disciplinary purposes. (Demotions resulting from employee's inability to perform required duties, organizational changes, or layoffs are not disciplinary, and are not subject to this Section 7080.)

Dismissal: Discharge from District service.

7080.03      Disciplinary Procedures for Regular Employees Requiring Notice and Review

To ensure that all regular employees are fairly treated when subjected to major disciplinary action described in this Chapter, the following set of procedures will be followed. These procedures do not apply to the General Manager or to any employee who has a written contract of employment with the District, unless the contract so provides.

A.    Notice of Proposed Discipline: Before imposing major discipline, the District shall deliver to the employee a written notice of the proposed major discipline. The notice of proposed discipline shall be prepared by the department supervisor or, in the case of management employees, by the next senior level of management. Such notice shall be personally served on the employee or sent by registered or certified mail to the employee's place of residence as shown on the records of the District. The notice shall be served on or mailed not less than seven working days prior to the date of the proposed major discipline and shall contain the following:

- 1)    The type and effective date of the proposed disciplinary action.

2) A statement of the reasons for the proposed discipline. The statement of reasons shall contain such specifications as to give a reasonable person a fair opportunity to understand and respond to the reasons.

3) If the reasons are based upon documents or materials, the notice shall include copies of the documents or materials. If the reasons are based upon statements or reports from witnesses other than the Manager who prepares the notice of proposed discipline, the notice shall include the names of such witnesses.

4) A date for the employee to file a written response, which shall be not later than the close of business of the third working day prior to the effective date of the proposed discipline. The notice shall specify that the written response must be delivered to the Reviewing Officer (defined below) by the date specified, state the reasons why the proposed discipline should not become effective, include documents or other material supporting the employee's position, and state whether the employee wishes to have oral testimony presented to the Reviewing Officer. Failure to file a written response by the date specified shall be a waiver of the employee's right to review of the proposed discipline. The Reviewing Officer may extend the response deadline, which extension must be in writing.

B. Response of Employee: The employee shall have the right to respond, either in writing, or both in writing and orally, as provided in the notice to the employee. Written responses shall be delivered to the Reviewing Officer. If the employee desires to make an oral response, the employee shall give written notice to the Reviewing Officer of this fact not later than the deadline provided in the notice. Failure of the employee to give notice of the desire to make oral presentation shall constitute a waiver by the employee of any right to an oral presentation. The request for oral presentation shall also designate any District employee who the employee subject to proposed discipline wishes to have present to provide oral presentation.

C. Oral Presentation: If the employee gives the notice provided for in Section B hereof, the oral response of the employee shall be presented to the Reviewing Officer. At the time of the employee's oral response, the employee shall have the right to be represented by counsel, by one of the District's employee representatives, or both. The employee shall have the right to be present and hear any oral presentation by the Reviewing Officer, Department Manager or other witnesses in support of the proposed discipline. Any employee or his representative may request the Reviewing Officer to ask questions of the Department Manager or the witnesses appearing in support of the proposed discipline. The employee may provide oral presentation to the Reviewing Officer, and may produce witnesses to make oral presentation to the Reviewing Officer. If any witness is a District employee, was listed in the employee's written request to make oral presentation, and can be made available without unduly interfering with the operations of the District, the Reviewing Officer will coordinate the appearance of the witness to be present at the time of the oral presentation. The Reviewing Officer may continue the effective date of the discipline for a reasonable period until District employee witnesses can be present.

D. Reviewing Officer Decision: After considering the proposed disciplinary action and

any supporting documents or other information, and any written or oral response by the employee, the Reviewing Officer shall render a decision affirming, rejecting or modifying the proposed discipline. The decision shall be in writing and include a written summary of the basis for the decision. The decision must be rendered within five working days after the latter of the following: oral presentation (if any); receipt of the written response (if any); or, deadline to file a written response (in the event of no oral presentation or written response). The Reviewing Officer's decision shall be delivered or mailed to the employee.

E. Reviewing Officer Designation: The Reviewing Officer shall be the supervisor next senior to the supervisor who prepared the notice of proposed discipline, except in the case of Department Managers for whom the Reviewing Officer shall be the General Manager. Normally, major discipline will be proposed by the Department Manager and reviewed by the General Manager. The employee shall have no right to disqualify or in any way participate in the selection of the Reviewing Officer. Appeal according to Section F shall be the remedy if the employee alleges bias on the part of the Reviewing Officer.

F. Appeal of Reviewing Officer Decisions: If an employee has filed a written response to a notice of proposed discipline, the employee may appeal the determination of the Reviewing Officer. Unless otherwise provided by the Board, appeal shall not suspend or delay the effective date of the discipline.

1) Time of Appeal: Any appeal of the Reviewing Officer's determination shall be initiated by filing a response to the Reviewing Officer's written decision and summary of basis for ruling. The appeal must be filed with the General Manager not later than 14 calendar days after the Reviewing Officer delivers or mails the decision and written summary of basis for the ruling. Failure to appeal by the employee or his representative within the time permitted for appeal will make the action of the Reviewing Officer final and conclusive.

2) General Manager Review: The General Manager may review the employee's request for appeal, together with the report of the Reviewing Officer. The General Manager may propose modification of the discipline and, if the General Manager's proposed modification is acceptable to the employee, the appeal shall be deemed abandoned and no further proceedings shall occur under this part. If the General Manager's proposed modification, if any, is not acceptable to the employee, the proposal shall be considered an offer to compromise a disputed claim, and shall not be evidence of the District's position or an admission of any kind by District in the subsequent appeal or further proceedings on the matter.

3) Mediation: After a request for appeal has been timely filed, but prior to the appeal hearing, the General Manager and employee may agree to nonbinding mediation, in which case the General Manager shall schedule a mediation between the employee and District. The mediator shall be someone acceptable to both parties. The appeal hearing process shall be stayed pending resolution of the mediation process. Either party may declare an end of the mediation process, in which case the parties shall proceed with the appeal process. The mediator's fees and costs shall be paid by the District. All other expenses incurred by either party in the mediation shall be borne solely by the party incurring the expense. If the parties agree to resolve the dispute through mediation, no

appeal hearing shall be held and no further action shall be taken on the appeal.

4) Procedure for Appeal of Major Discipline Other Than Dismissal and Long Suspensions: In the case of major discipline in the forms of salary reduction, demotion or suspension from duty for a period of less than ten working days, the Board of Directors may (a) hear and decide the appeal, or (b) appoint a hearing officer (in the manner provided by subsection F(5)) or two of its members to hear and make a recommendation concerning the appeal. There shall be no written transcript of proceedings prepared. Any documents submitted by either side shall be included in the report of the hearing body or officer. If the appeal if heard by a hearing officer or two board members, the hearing officer or board members shall prepare and submit a report to the full Board, and shall include a summary of the facts supporting their recommendation that discipline be sustained, modified or rejected. The hearing shall be conducted in the manner provided by subsections F(5)-(6) (except as otherwise provided by this subsection).

5) Procedures for Appeal of Dismissals and Long Suspensions: In the case of dismissal and suspensions for ten or more working days, the Board of Directors shall appoint a hearing officer to conduct a hearing on appeal from the determination of the reviewing officer.

a) Within 20 days after filing a request for appeal, the General Manager shall obtain from the State Mediation & Conciliation Service a list of five arbitrators. The arbitrator to hear the appeal will be selected by each party alternately striking names from the list, with the employee striking the first name. The final arbitrator selected through this process will hear the appeal and render an advisory decision. The arbitrator's fees and costs shall be paid by the District. All other expenses incurred by either party in the arbitration shall be borne solely by the party incurring the expense.

b) The hearing shall be conducted in the manner most conducive to determination of the truth, and the hearing officer shall not be bound by technical rules of evidence.

c) The hearing officer shall determine the relevancy, weight and credibility of testimony and evidence. The hearing officer shall base his/her findings on the preponderance of the evidence.

d) Each side shall be permitted an opening statement and closing argument. The District management shall first present witnesses and evidence to sustain the discipline, and the employee will then present his/her witnesses and evidence in defense.

e) Each side will be allowed to examine and cross-examine witnesses.

f) Both the District management and the employee may be represented by legal counsel.

g) The hearing officer, upon a request by either party and a determination by the hearing officer concerning relevance and propriety, may subpoena witnesses and/or

require production of other records or material evidence.

h) The hearing officer may, prior to or during a hearing, grant a continuance for any reason he/she believes may be important to reaching a fair and proper decision.

i) The hearing officer shall prepare a recommended decision and forward it to the Board of Directors not later than 30 days after the matter of appeal was taken under submission by the hearing officer. The recommended decision shall sustain, modify or reject the discipline against the employee, set forth the hearing officer's findings of fact, and state reasons why the discipline is recommended to be sustained, modified or rejected. If the hearing officer recommends that the discipline be rejected, the hearing officer shall make a recommendation concerning payment of back pay and/or benefits during appeal process.

j) The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay for necessary costs.

6) Action by the Board of Directors: After receiving the recommended decision from the hearing officer, the Board of Directors may accept the recommended decision and order its implementation, modify the recommended decision and implement a modified decision, or reject the recommended decision and adopt a different decision. . The Board's decision shall be final and subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 to 1094.6. The Board's decision shall be by resolution and it shall be considered final when the resolution is sent by certified mail to the employee. The decision of the Board of Directors shall not be subject to reconsideration by the Board. The resolution shall include notice to the employee that the time within which judicial review must be sought is governed by Code of Civil Procedure section 1094.6. If the Board of Directors modifies or rejects the discipline, the Board may order all or part of the employee's full compensation and/or benefits restored. If an employee is reinstated in his/her position as a result of a successful appeal, the employee shall be entitled to his/her former status of employment. If the Board determines to modify or reject the discipline and/or order back pay and/or benefits, the employee's acceptance thereof shall be deemed a waiver of any rights to seek judicial review or to pursue, protest or redress the discipline in any forum whatsoever.

G. Status of Employee: During the period prior to the determination of the matter by the reviewing officer, the employee may be suspended from performance of his or her duties with pay or may be reassigned to other duties. The effective date of the discipline shall be the date that the ruling of the reviewing officer is mailed or delivered to the employee. If the employee appeals the decision of the reviewing officer, the effective date of discipline shall not change unless the Board modifies or rejects the discipline, and back pay and benefits will be reinstated only if expressly provided by the Board.

#### 7080.04 Layoff or Reduction of Force

Notwithstanding any other provision of these rules, nothing provided in Section 7080.03 shall prohibit the District from discharging, suspending or transferring an employee upon a

determination by the District that the needs of the District do not require continuance of the employee's prior position. The procedures of Section 7080.03 apply only to personnel actions taken for purposes of discipline. If an employee believes that such a personnel action is not for the needs of the District, but is intended to be punitive, the employee shall seek regress through the grievance procedures of this Manual.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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POLICY TYPE : Employee Communications  
POLICY TITLE : Employee Communications  
POLICY NUMBER : 8000  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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8000.00      EMPLOYEE COMMUNICATIONS

These policies are formulated to provide channels for employees to become fully-participating partners in two-way communications with the management of the District.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employee Communications  
POLICY TITLE : Employee Representative  
POLICY NUMBER : 8010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 8010.00      EMPLOYEE REPRESENTATIVE

There shall be two employee representative positions. Persons occupying these positions shall be elected by their fellow employees. The two employee representative positions form a communication link between the employee group and management. The representatives have the opportunity to meet with management to point out problems or concerns and to recommend solutions. They will be consulted regarding changes in personnel policies and benefits, and in a variety of other matters. The representatives have no authority to change policies or management decisions, but will represent the employees' point of view regarding these issues.

The employee representatives may inform management if they believe a policy is not being followed. A primary responsibility of the representative will be to hear employee complaints or grievances and act as a liaison with management. An employee representative should become involved in a dispute only after the employee has attempted to resolve it with his or her supervisor, or when the representative is convinced that a valid reason exists that makes communication with the Department Manager unworkable, or inappropriate. The representative may bring the dispute to the management or he or she will have the responsibility to tell a fellow employee when he or she believes a complaint is without merit or substance.

The employee representative's responsibility in the formal grievance procedure is described in Section 8020.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employee Communications  
POLICY TITLE : Employer-Employee Relations  
POLICY NUMBER : 8020  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 8020.00      PURPOSE OF RESOLUTION

1. The purpose of this Resolution (98-26) is to implement Title I, Division 4, Chapter 10, of the Government Code of the State of California (Section 3500, *et seq.*), also known as the "Meyers-Milias-Brown Act", to promote full communication between the District and its employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between the District and employee organizations, and to promote the improvement of personnel management and employer-employee relations within the District by providing a means for formal and informal recognition of employee organizations as the employee representative of a bargaining unit.

### DEFINITION OF TERMS

2. The following terms are defined:

- A. "Bargaining unit" means a unit of employees established under Paragraph 18 of this Resolution.
- B. "Board" means the Board of Directors of the District.
- C. "Confidential employee" means any employee who is required to develop or present management positions with respect to employer-employee relation matters or whose duties normally require access to confidential information relating to the development of management positions, and includes the Secretary to the General Manager.
- D. "Consult or consultation in good faith" means communicate verbally or in writing for the purpose of advising of intended actions and presenting and obtaining information, opinion, and suggestions.
- E. "Days" means calendar days, unless other stated.
- F. "District" means San Juan Water District.

- G. "Employee" means any person regularly employed in a permanent position by the District, including management, but does not include members of the Board.
- H. "Employee organization" means any organization which includes employees of the District and which has as one of its primary purposes representing those employees in their employment relations with the District.
- I. "Employee relations officer" means the District's principal representative in all matters of employer-employee relations designated under Paragraph 22.
- J. "General Manager" means the General Manager of the District.
- K. "Grievance" means any dispute within the definition set forth in Paragraph 24.
- L. "Impasse" means (1) a deadlock in the discussions between a recognized employee organization and the District over any matter concerning which they are required to meet and confer in good faith, or over the scope of such subject matter; and (2) any unresolved complaint by a recognized employee organization, advanced in good faith, concerning a decision of the employee relations officer made under Paragraphs 10 through 16.
- M. "Management employee" means the General Manager, the Assistant to the General Manager, all Department Heads, and any employee of the District who has significant responsibility for formulating District policies and programs or who has authority to exercise discretion and control in the management and direction of District employees, their discipline or reward, or to adjust their grievances, or effectively to recommend such action, if the exercise thereof requires the use of independent judgment by the employee, rather than routine or clerical functions.
- N. "Mediation" means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours and other terms and conditions of employment between representatives of the District and a recognized employee organization through interpretation, suggestion and advice.
- O. "Meet and confer in good faith" means that the District or its representative, and representatives of a recognized employee organization, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinion, and proposals, and to endeavor to reach agreement on matters involving wages, hours, and other terms and conditions of employment within the scope of representation. The term "meet and confer in good faith" does not require either party to agree to a proposal or make a concession.

- P. "Professional employee" means an employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction.
- Q. "Recognized employee organization" means an employee organization which has been formally acknowledged by the District pursuant to this Resolution to represent employees within a bargaining unit. The rights accompanying recognition are either:
- (1) Formal recognition, which is the right to meet and confer in good faith as the employee representative of a bargaining unit; or
  - (2) Informal recognition, which is the right to consultation in good faith by all recognized employee organizations.
- R. "Scope of representation" means all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. District Rights under Paragraph 4 are excluded from the scope of Representation.

## EMPLOYEE RIGHTS

3. Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

## DISTRICT RIGHTS

4. The rights of the District include all matters of general managerial policy, including but not limited to the exclusive right to set standards of service; determine the procedures and standards of selection of employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of District operations; determine the methods, means and personnel by which District operations are to be conducted; contract for or subcontract any work or operation of the District; determine the content of job classifications; 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. Nothing in this Resolution is intended to or shall be construed to restrict or limit in any way the aforesaid District rights or any rights reserved by the District, the Board, the General Manager or other authorized agents as specified in applicable provisions of the California Government Code.

#### MEET AND CONFER IN GOOD FAITH

5. The District, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations regarding matters within the scope of representation.
6. The District shall not be required to meet and confer in good faith on any subject preempted by federal or state law or by the California Government Code, nor shall it be required to meet and confer in good faith on employee rights, as defined in Paragraph 3. Proposed amendments to this Resolution, and all rights confirmed to the District under Paragraph 4 or otherwise reserved to or by the District, are excluded from the scope of meeting and conferring in good faith.

#### ADVANCE NOTICE

7. Reasonable written notice shall be given to each recognized employee organization affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted or amended by the Board and each shall be given the opportunity to consult with District representatives prior to adoption. In cases of emergency when the Board determines that an ordinance, rule, resolution or regulation must be adopted immediately, notice and opportunity to consult shall be provided at the earliest practicable time following adoption.

#### FORMAL RECOGNITION AS AN EMPLOYEE ORGANIZATION

8. (a) An employee organization which has been determined pursuant to this Resolution to represent a majority of employees within a bargaining unit is entitled to recognition as the employee representative of that bargaining unit, subject to the right of an employee to represent himself or herself as provided in Paragraph 3.
- (b) An employee organization that seeks formal recognition as an employee representative of a bargaining unit shall file a petition with the employee relations officer containing the following information:
  1. Name and address of the employee organization.
  2. Name and titles of its officers.
  3. Names of employee organization representative who are authorized

- to act on behalf of the employee organization.
4. A statement that the employee organization has as one of its primary purposes representing employees in their employment relations with the District.
  5. A statement whether the employee organization is a chapter or local of or affiliated directly or indirectly in any manner with a regional, state, national or international organization and, if so, the name and address of each such regional, state, national or international 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 to the employee organization for any purpose.
  8. A statement that the employee organization recognizes that the provisions of Section 923 of the Labor Code are not applicable to the District employees.
  9. A statement that the employee organization has no restriction on membership based on race, color, creed, sex, sexual orientation, national origin, religion, medical condition, disability or age.
  10. The bargaining unit for which formal recognition is sought.
  11. A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that at least 30% of the employees in the bargaining 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.
  12. A request that the employee relations officer recognize the employee organization as the representative of the employees in the bargaining unit.
- (c) All changes in the information filed with the District to a recognized employee organization of items (1) through (12) of Paragraph B shall be submitted in writing to the employee relations officer within 14 days of such change.
9. The petition, including all accompanying documents, shall be verified, under oath by the executive officer and secretary of the petitioning employee organization, that the statements are true. All changes in such information shall be filed forthwith in like manner.
  10. (a) Upon receipt of the petition for recognition, the employee relations officer shall determine whether there has been compliance with the requirements of the petition of recognition under Paragraph 8(b). If so, the employee relations officer shall give written notice of such request for formal recognition to the employees in the bargaining unit and shall take no action on the request for 30 days thereafter. If not, the employee relations officer

shall inform the employee organization of the negative determination and the reasons therefore.

- (b) Within 20 days of the date written notice was given to employees in the bargaining unit that a valid recognition petition for a bargaining unit has been filed, any other employee organization may file a competing request to be formally recognized as the employee representative of the bargaining unit by filing a petition evidencing proof of support by at least 10% of the employees in the bargaining unit and otherwise in the same form and manner as set forth in Paragraph 8.
- (c) If the written proof submitted by an employee organization for the bargaining unit establishes that the employee organization represents more than 50% of the employees in the unit, the Board may, in its discretion, grant formal recognition to the employee organization with a secret ballot election. Otherwise, the employee relations officer shall arrange for a secret ballot election to be conducted by District or an agreed-upon neutral third party. All challenging organizations who have submitted written proof that they represent at least 10% of the employees in the bargaining unit, and have submitted a petition for recognition as required in Paragraph 8, shall be included in the ballot. The choice of "No Organization" shall also be included on the ballot. Employees entitled to vote in the election shall be those persons regularly employed on the date of the election in regular full time positions within the bargaining unit, who were also employed during the pay period immediately prior to the date which is 15 days before the election, including those who did not work during such period because of illness, vacation or authorized leaves of absence.
- (d) The election shall be held between 30 days and 45 days after receipt by the employee relations officer of the valid recognition petition for the bargaining unit, unless otherwise agreed by the District and the employee organization(s). During the period before the election, the District and the employee organization(s) shall have the right to provide information, opinion and arguments to the employees regarding the subject matter of the election, as long as there is not threat of reprisal or force, or promise of benefit.
- (e) An employee organization shall be granted formal recognition following an election or run-off election if that employee organization has received the vote of a numerical majority of all valid votes cast in the election, as determined by the person conducting 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 shall also apply to a run-off election and there shall be no more than one valid election for a bargaining unit in any 12-month period.
- (f) If "No Organization" receives a majority of valid votes cast in the election or run-off election, then there shall be no recognized employee organization to

represent the bargaining unit. No further petition for formal recognition relating to that bargaining unit shall be filed until at least 12 months have elapsed from the date of the election at which "No Organization" was chosen.

## REVOCATION OF RECOGNITION

11. (a) The employees in a bargaining unit may revoke the formal recognition of an employee organization as the employee representative of that bargaining unit at any time after 12 months following the date of such recognition.
- (b) A petition for revocation of recognition may be filed with the employee relations officer by an employee, a group of employees or their representative, or any employee organization. The petition, including all accompanying documents, shall be verified, under oath, by the person signing it, that its contents are true. It may be accompanied by a petition for recognition by a challenging organization. The petition for revocation of recognition shall contain the following information:
  1. Name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information;
  2. Name of the recognized employee organization;
  3. The bargaining unit for which revocation of recognition is sought;
  4. An allegation that the recognized employee organization no longer represents a majority of the employees in the bargaining unit; and
  5. Written proof that at least 30% of the employees in the bargaining unit do not desire to be represented by the recognized employee organization. Such written proof shall be dated within six months of the date upon which the petition is filed and shall be submitted for confirmation to the employee relations officer or to a mutually agreed upon disinterested third party.
- (c) Following verification of the petition, accompanying documents and proof, the employee relations officer shall arrange for a secret ballot election to determine if the formally recognized employee organization shall retain its recognition rights. The employee relations officer may also arrange for an election in the absence of a petition if the employee relations officer has reasonable cause to believe that the formally recognized employee organization no longer represents a majority of the employees in the bargaining unit. Qualifications for voting shall be as set forth in Paragraph 10(c) above.
- (d) The recognition of the employee organization shall be revoked if a majority of those casting valid ballots vote for revocation.
- (e) There shall be no more than two valid revocations of recognition elections in the same bargaining unit in any 12-month period.

- (f) If a recognized employee organization voluntarily disbands or withdraws from continuing to represent employees in the District, it shall, through its authorized representative, notify the employee relations officer in writing of such action, and the District shall thereafter be relieved of any meet and confer obligations with that employee organization under Paragraphs 6 and 7 of this Resolution.

#### DURATION OF RECOGNITION

12. When an employee organization has been formally recognized pursuant to this Resolution, such recognition shall remain in effect from the date thereof and shall continue thereafter until such time as the employee organization voluntarily withdraws from representation by written notice delivered to the employee relations officer, or until a valid revocation of recognition election conducted pursuant to Paragraph 11 determines that the formally recognized employee organization no longer represents a majority of the employees in the bargaining unit.

#### COST OF ELECTION PROCEEDINGS AND RESOLUTIONS OF ELECTION IMPASSES

13. (a) The cost of an election proceeding shall be borne by the employee organization or organizations appearing on the ballot.
- (b) Any unresolved complaint by an affected employee organization, advanced in good faith, which concerns a decision by the employee relations officer pursuant to Paragraphs 8, 9, 10, or 11 of this Resolution, shall be processed in accordance with Paragraphs 20 and 21, below; provided, however, the written request for an impasse meeting must be filed with the employee relations officer within seven days after the affected employee organization first receives notice of the decision upon which the complaint is based, or the complaint will be considered untimely and not subject to Paragraphs 20 and 21 or to any other appeal.

#### INFORMAL RECOGNITION AS AN EMPLOYEE ORGANIZATION

14. An employee organization that seeks informal recognition for purposes of consultation in good faith shall file a petition with the employee relations officer containing the following information and documentation:
- (a) All of the information specified in Paragraph 8(b).
- (b) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees 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.
- (c) A request that the employee relations officer recognize the employee organization for the purpose of consultation in good faith.
15. The petition, including all accompanying documents, shall be verified, under oath, by the executive officer and secretary of the petitioning organization that the statements are true. All changes in such information shall be filed forthwith in like manner.
16. The employee relations officer shall grant informal recognition, in writing, to all employee organizations who have complied with Paragraphs 14 and 15 for purposes of consultation in good faith for its members. Employee organizations seeking formal recognition as an employee organization must, in addition, satisfy the requirements of Paragraphs 8, 9 and 10 above. No employee may be represented by more than one recognized employee organization for purposes of this Resolution. An employee shall not be prohibited from appearing on his own behalf in his employment relations with the District.

#### AFFILIATION AND MERGER

17. A recognized employee organization shall have the right to affiliate or merge with a local, regional, state, national or international organization or to change such affiliation; provided, however, that such affiliation, merger, or change of affiliation shall be deemed to be a change of employee organization requiring new formal recognition unless all of the following are true:
- (a) The members and leaders of the employee organization continue to exercise the same degree of participation and control of decisions within the scope of representation.
- (b) The structure of the employee's organization government remains intact.
- (c) Funds remain under the control of the same officers.
- (d) Dues are collected in the same way.
- (e) Grievances are handled in the same manner.
- (f) The employee organization retains substantial autonomy in the development of bargaining proposals, contract acceptance or rejection, and grievance handling.

#### BARGAINING UNITS

18. After an employee or organization seeking formal recognition has fully complied with the requirements of Paragraphs 8, 9, and 10, the employee relations officer shall determine whether the proposed bargaining unit sought to be represented is an appropriate bargaining unit. The primary criterion in making this determination is whether a "community of interest" exists among the employees in the proposed bargaining unit. In addition, the employee relations officer shall consider the

following factors.

- (a) Whether the proposed bargaining unit will assure employees the fullest freedom in the exercise of rights set forth in this Resolution.
  - (b) The history of employee relations (i) within the proposed bargaining unit; (ii) among all employees of the District; and (iii) in similar public employment.
  - (c) The effect of the proposed bargaining unit on the efficient operation of the District and sound employer-employee relations.
  - (d) The extent to which employees have common skills, working conditions, job duties or similar educational requirements.
  - (e) The effect on any existing classification or organizational structure of dividing a single classification among two or more units; provided, however, no unit shall be established solely on the basis that employees in the proposed bargaining unit have organized.
19. The District shall have the right to change the designation of bargaining units by amending this Resolution, after consultation with any affected recognized employee organizations. In the establishment of appropriate bargaining units, professional employees shall not be denied the right to be represented separately from non-professional employees; and any management and confidential employees who are included in the same unit with non-management and non-confidential employees shall not represent such employees on matters within the scope of representation.

#### RESOLUTION OF IMPASSES

20. (a) Impasse procedures may be invoked only after the possibility of settlement by meeting and conferring under Paragraphs 5 and 6 has been exhausted. Any party may initiate the impasse procedure by filing with the other party or parties affected a written request for an impasse meeting, together with a statement of the impasse issues and its position on all such issues. An impasse meeting shall then be scheduled by the employee relations officer forthwith after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such impasse meeting is to permit a review of the position of all parties in an effort to reach agreement on the disputed issues.
- (b) If the impasse issues are not resolved under Paragraph 20(a), and if the parties agree, the dispute may then be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendations, nor take any public position at any time concerning the issues. The mediator shall be selected by the mutual consent of the parties. If the parties do not agree, then each party shall appoint a person as a mediator, and the two persons so selected shall appoint an additional mediator.
- (c) If the parties fail to agree to submit to mediation, or fail to resolve the impasse through mediation, within 15 days after the mediator commenced meeting with the parties, the Board may take such action regarding the

impasse issues as it in its discretion deems appropriate in the public interest. Any action by the Board on the impasse issues shall be final and binding.

21. (a) If there is one mediator, all fees and expenses shall be payable one-half by the District and one-half by the recognized employee organization.
- (b) If there are three mediators, the District shall pay for the fees and expenses of its appointee, and the recognized employee organization shall pay for the fees and expenses of its appointee. The fees and expenses of the third mediator selected by the appointed mediators shall be payable equally by the District and the recognized employee organization.

### DESIGNATION OF EMPLOYEE RELATIONS OFFICER

22. The Board hereby designates the General Manager of the District as the employee relations officer. The employee relations officer shall be the District's principal representative in all matters of employer-employee relations, with authority to meet and confer in good faith and consult on matters within the scope of representation, including wages, hours and other terms and conditions of employment, subject to the direction of the Board. The employee relations officer may delegate any authority specified in this paragraph.

### MEMORANDUM OF UNDERSTANDING

23. If agreement is reached by the representatives of the District and a recognized employee organization, they shall jointly prepare a written memorandum of understanding concerning such agreement which shall not be binding on the parties unless and until it is presented to and formally approved by the Board.

### GRIEVANCES

24. (a) A grievance is any dispute concerning the interpretation or application of this Resolution, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a District right, decision on wages, hours and other terms and conditions of employment which are not otherwise excluded from grievances, procedures by law, agreement or this Resolution.
- (b) Whenever possible, an employee's complaint should be resolved through informal discussions with the immediate supervisor. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, he or she may discuss it with the Department Head. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he or she may then file a formal grievance in writing

within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

The standard employee grievance form attached to this Resolution as Exhibit B shall be used in processing a formal grievance.

(c) The steps and time limits involved in a formal grievance are as follows:

1. First Step – The grievance shall be presented in writing to the employee's immediate supervisor, who shall enter his or her decision and comments in writing and return the form to the employee within fifteen (15) calendar days after receiving the grievance. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision, or with a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.
2. Second Step – If the employee does not agree with the immediate supervisor's decision, or if no answer has been received within fifteen (15) calendar days, the employee may present the grievance in writing to the head of his or her department. The Department Head receiving the grievance shall review the grievance, enter his or her decision and comments in writing and return the form to the employee within fifteen (15) calendar days after receiving the grievance. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.
3. Third Step – Fact Finding and Final Review – If the employee does not agree with the decision reached by the Second Step, or if no answer has been received within fifteen (15) calendar days, he or she may present the grievance for fact finding. Fact finding shall consist of a committee that produces a report to the employee relations officer. The committee shall consist of one District representative and one employee organization representative. The fact finding committee shall produce a written report to the employee relations officer that sets forth all uncontested facts surrounding the grievance and the report shall also set forth any contested facts. If both members of the committee agree on a joint recommendation, then the report shall contain such recommendation for resolution. If the members cannot agree on a joint recommendation, then the report shall have no recommendation for resolution. The fact finding report shall be submitted to the employee relations officer within thirty (30) days after the grievance is submitted to fact finding. The employee relations officer shall render a final and binding decision in writing to the employee within twenty (20) calendar days after receiving the fact finding report.

The time limits specified for grievance processing may be extended to a definite date by mutual written agreement of the employee and the reviewer concerned.

- (d) The employee may request the assistance of another person of his or her choosing in preparing and presenting the grievance. The employee and the representative, if any, if in the same District, shall be privileged to use a reasonable amount of overtime in preparing and presenting the grievance and they shall be assured freedom from reprisal for using the grievance procedure. Such release time shall be approved in advance by the employee relations officer.

#### AMENDMENT AND RULES AND REGULATIONS

25. The Board may from time to time adopt such other and further rules and regulations necessary or convenient to implement the purposes of this Resolution and may amend the rules and regulations set forth herein, but only after consulting in good faith with representatives of employee organizations.

#### DUES CHECKOFF

26. (a) Only a formally recognized employee organization may request and be granted permission by the employee relations officer to have the regular dues of its members deducted from their paychecks (hereinafter sometimes referred to as "dues checkoff"), in accordance with procedures prescribed by the District.
- (b) Dues checkoff shall only be for a specified amount and shall be made only upon the voluntary written authorization signed by the member of the recognized employee organization. Dues deduction authorization may be canceled and the dues checkoff payroll discontinued at any time by the member upon voluntary written notice to the District's Payroll Department. Dues checkoff authorization or cancellation shall be made upon cards provided by the District. Dues checkoff may be continued only upon voluntary written authorization of the member for a period of time not to exceed one year and ending June 30 of each year, in all cases. Employee payroll dues deduction authorizations shall be in uniform amounts.
- (c) The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues checkoff authorized. When a member in good standing of a formally recognized employee organization is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings, nor will the member deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. If an employee who is in a non-pay status during only a part of the pay period,

and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over employee organization dues.

- (d) The District shall be entitled to deduct a processing fee of 0.25 or 10%, per name per month, whichever is the lowest.
- (e) Dues withheld by the District shall be transmitted after deducting the processing fee on a monthly basis to the officer designated in writing by the formally recognized employee organization as the person authorized to receive such funds, at the address specified.
- (f) All employee organizations receiving dues checkoff shall indemnify, defend and hold the District, and its officers, employees and agents, harmless against any claims made and against any suit instituted against the District, or its officers, employees and agents, on account of checkoff of employee organization dues. In addition, all such employee organizations shall refund to the District any amounts paid in error upon presentation of supporting documentation.

The following form shall be used to authorize deduction of employee organization dues from an employee's pay.

**PAYROLL DEDUCTION AUTHORIZATION**

Name: \_\_\_\_\_ S.S. No. \_\_\_\_\_

I hereby authorize San Juan Water District (District) to deduct the amount specified in the \_\_\_\_\_ (Union) monthly dues schedule currently in effect and on file with the District Accountant from my paycheck on a monthly basis as my Union dues. The District shall transmit the dues withheld to such officer of the Union as may be designated in writing by the Union. This authorization shall remain effective until further notice from me.

It is expressly understood and agreed that neither the District nor the Union, nor any employee of either of them, acting under this authorization shall be liable in any manner for failure or delay in making or transmitting the deduction hereby authorized.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## TO MEET AND CONFER

27. (a) A recognized employee organization may select not more than two employee members of such organization to attend scheduled meetings with the employee relations officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The employee relations officer may approve in writing the attendance at such meetings of additional employee representatives with or without the loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the employee relations officer at least two working days in advance of such meetings. Provided, further:
1. that no employee representative shall leave his or her duty or work station or assignment without specific approval of the Department Head or other authorized management employee; and
  2. that any such meeting is subject to scheduling by the District in a manner consistent with District operating needs and work schedules.
- (b) Nothing provided in this paragraph shall limit or restrict the right of District to schedule such meetings before or after regular duty or work hours under appropriate circumstances.

## ACCESS TO WORK LOCATIONS

28. (a) Reasonable access to employees work locations shall be granted officers of recognized employee organizations and their officially designed representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the prior consent of the Department Head or the employee relations officer. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- (b) Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted on District property, at work locations or during working hours.

## USE OF DISTRICT FACILITIES

29. (a) A recognized employee organization may, with the prior written approval of the employee relations officer, be granted the use of District facilities during

non-work hours for meetings of District employees, if space is available and provided such meetings are not used for organization activities or membership drives affecting District employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. A copy of the meeting agenda shall be furnished to the employee relations officer as soon as available, but in no event less than 24 hours prior to such meeting. The District reserves the right to assess reasonable charges for the use of such facilities.

- (b) The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs, blackboards, is strictly prohibited, the presence of such equipment in approved District facilities notwithstanding.

#### USE OF BULLETIN BOARDS

- 30. Recognized employee organizations may use portions of District bulletin boards under the following conditions:
  - (a) All material must receive the approval of the Department Head in charge of the departmental bulletin board.
  - (b) All materials must be dated and must identify the organization that published them.
  - (c) The actual posting of materials will be done by the District as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed 31 days after the posting date. Materials which the Department Head considers objectionable will not be posted, provided, however, the Department Head shall first discuss this denial with the General Manager.
  - (d) The District reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organization materials.
  - (e) An employee organization that does not abide by these rules will forfeit its right to have materials posted on District bulletin boards.

#### PEACEFUL PERFORMANCE OF DISTRICT SERVICES

- 31. (a) Participation by any employee in a strike or work stoppage is unlawful and shall subject the employee to disciplinary action, up to and including discharge.
- (b) No employee organization, its representatives or members shall engage in,

cause, instigate, encourage or condone a strike or a work stoppage of any kind.

- (c) If a recognized employee organization, its representatives or members engage in, cause, instigate, encourage or condone a strike or a work stoppage of any kind, in addition to any other lawful remedies or disciplinary actions, the employee relations office may suspend or revoke the recognition granted to such employee organization, and prohibit the use of bulletin boards, prohibit the use of District facilities and prohibit access to work or duty stations by such organization.
- (d) As used in this section “strike or work stoppage” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage or slow-down of work or the abstinence in whole or part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment.
- (e) Any decisions of the employee relations officer made under this paragraph may be appealed by the Board of Directors by filing a Notice of Appeal with the employee relations *officer* accompanied by a complete statement, setting forth all of the grounds upon which the appeal is based. Such Notice of Appeal must be filed within seven days after the affected employee organization first receives notice of the decision upon which its complaint is based, or its complaint will be considered untimely and not subject to impasse procedures or any other appeal.

## SEVERABILITY

32. If any provision of this Resolution, or the application of any provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of any provision to persons or circumstances other than those as to which it is held invalid, shall not be affected.

## CONSTRUCTION

33. Nothing in this Resolution shall be construed to deny any person or employee the rights granted by federal and state laws, including, but not limited to, the Government Code or the Water Code of the State of California.
34. The rights, powers and authority of the Board in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.
35. Nothing in this Resolution shall be construed as authorizing any job action not otherwise permitted by law.

36. The provisions of this Resolution shall be construed so as to be consistent with the Meyers-Milias-Brown Act.
37. As used in this Resolution, the masculine, feminine or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

EFFECTIVE DATE

38. This Resolution shall be effective upon adoption by the Board of Directors.

PASSED AND ADOPTED THIS 25<sup>th</sup> day of March, 1998, by the following vote:

AYES:	DIRECTORS:	Costa, K. Miller, Verke
NOES:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Kilgore, G. Miller

DOROTHY KILGORE, President  
Board of Directors  
San Juan Water District

ATTEST:

(original signed by Donna L. Lohrey)  
DONNA L. LOHREY, Secretary

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employee Communications  
POLICY TITLE : Grievance Procedure  
POLICY NUMBER : 8030  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 8030.00      GRIEVANCE PROCEDURE

The grievance procedure provides employees a means for settling complaints and problems as quickly as possible, and at the lowest possible level of authority. Each step in the procedure is meant to completely resolve the problem. The steps are to be taken in order. The employee moves on to the next step only if the problem has not been resolved.

The grievance procedure, however, is not available to resolve disputes arising out of major disciplinary action. The procedures of Section 7.8 are the exclusive procedures for dealing with disciplinary matters.

#### 8030.01      Grievance Steps

Step One: The employee discusses the complaint with his or her immediate supervisor. The supervisor will be responsible for handling the complaint as an important business matter. Occasionally, discussing the problem with the supervisor would present an awkward situation. In that case, the employee may begin the process at the next step.  
NOTE: For harassment complaints see Section 7060.02.

Step Two: The employee consults with the employee representative. The representative's role is to attempt to resolve the problem informally by talking to the supervisor, another employee representative, or other parties as necessary.

Step Three: Formal proceedings begin. The employee writes the complaint and delivers it to the employee representative. The employee representative will then meet with the supervisor and present him/her with a copy of the written complaint, and will attempt to find a solution. Within 48 hours, the supervisor's written response must be delivered to the employee representative.

Step Four: The employee representative, the supervisor and the complaining employee will arrange to meet with the General Manager to seek a resolution. After the initial meeting, the General Manager will investigate the complaint and talk with anyone involved or anyone who might contribute to the facts. At the General Manager's discretion, this

investigation may involve separate conversations or meetings of affected parties. The General Manager will return a written decision within 48 hours of the first meeting. The General Manager's decision shall be final and binding.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employee Communications  
POLICY TITLE : Employee Involvement Groups  
POLICY NUMBER : 8040  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 8040.00      EMPLOYEE INVOLVEMENT GROUPS

To involve its employees in the periodic review of methods, operation, procedures and functions, the General Manager may appoint employees to an Employee Involvement Group (EIG) to review specific subjects.

#### 8040.01      Procedure

As subjects arise that need employee involvement, the General Manager will select employees for appointment to an EIG. Prior to their appointment, District Supervisors will be contacted to determine the impact on workload. A written scope of activities and guidelines will be provided along with a target date for the completion report. A chairman will be nominated to run and schedule the EIG meetings and be responsible for drafting the report. Verbal progress reports may be periodically required to be given to the General Manager. After completion of the EIG report, the General Manager will comment as soon as schedule permits on the feasibility and practicality of adopting the recommendations submitted.

#### 8040.02      Adoption

The policy does not provide for automatic adoption of any EIG recommendations. However, the District is committed to reviewing every recommendation and investigating further those recommendations that have merit.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Employee Communications  
POLICY TITLE : Protection of Whistle Blowers  
POLICY NUMBER : 8050  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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8050.00      **IMPROPER ACTIVITIES AND THE PROTECTION OF "WHISTLE BLOWERS"**

**General**

The General Manager has primary responsibility for (1) ensuring compliance with the District's Personnel Manual, and ensuring that District employees do not engage in improper activities, (2) investigating allegations of improper activities, and (3) taking appropriate corrective and disciplinary actions. The General Manager is obligated to operate the District according to law and the policies approved by the Board.

Employees are encouraged to disclose to the General Manager to the extent not expressly prohibited by law, improper activities within their knowledge. Employees will not interfere with the General Manager's responsibilities in identifying, investigating and correcting improper activities, unless the employee determines that the General Manager is not properly carrying out these responsibilities.

An employee will not directly or indirectly use or attempt to use the authority or influence of his or her position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the General Manager or the Board any information that, if true, would constitute: (1) a work-related violation by a Board member or District employee of any law or regulation; (2) gross waste of District funds; (3) gross abuse of authority; (4) a specified and substantial danger to public health or safety due to an act or omission of a District official or employee; (5) use of a District office or position or of District resources for personal gain; (6) or a conflict of interest of a District Board member or District employee.

**Reporting Violations**

Any person who believes that he or she has been subjected to any action prohibited by this section may file a confidential complaint with (1) the General Manager, or (2) a member of the Board of Directors if the complaint involves the conduct of the General Manager, who will thereupon refer the matter to the full Board to investigate the complaint. Upon the conclusion of the investigation, the General Manager (or the Board in the case of a complaint against the General Manager) will take appropriate action consistent with the District's Personnel Manual and applicable law.

**No Retaliation**

An employee will not use or threaten to use any official authority or influence to effect any action as a reprisal against a District Board member or District employee who reports or otherwise brings to the attention of the General Manager any information regarding the subjects described in this section.

**Confidentiality**

Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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POLICY TYPE : Training and Development  
POLICY TITLE : Training and Development  
POLICY NUMBER : 9000  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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9000.00      TRAINING AND DEVELOPMENT

The District has instituted the following programs and policies to help employees reach their full potential for performance in their current position, or to move to other, more skilled positions when possible.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Training and Development  
POLICY TITLE : Orientation  
POLICY NUMBER : 9010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 9010.00      ORIENTATION

When employees begin their employment in the District, they will be given an orientation to District policies and benefits and the responsibilities of their new position. This orientation should take place on their first day of employment unless circumstances make this impractical. The Finance and Administrative Services Manager or his/her designee, will review the Manual with the employee , his or her benefits, and a variety of other information and procedures. The new employee's Division and/or Department Manager should explain job duties and standards for acceptable behavior, safety and job performance. The Division and/or Department Manager should answer the employee's questions and concerns and enthusiastically welcome the employee, communicating the District's desire for a successful, long-term working relationship.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Training and Development  
POLICY TITLE : Employee Performance Appraisal  
POLICY NUMBER : 9020  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 9020.00      EMPLOYEE PERFORMANCE APPRAISAL

The District Board of Directors recognizes the importance of communicating to each employee the quality of work he/she is doing and the employee's progress toward goals. Therefore, the evaluation of each employee must be done in a fair and objective manner by his/her immediate Supervisor. Every employee will be reviewed annually in January, and may be reviewed in July, with any salary adjustment taking place during the first pay periods in February and August. An exception to this is the position of General Manager, which is reviewed annually during January by the Board of Directors.

Evaluations may or may not result in salary adjustment. Adjustments are based not only upon performance of duties as generally outlined in the job description, but also behavior, attendance, reliability and other factors such as safety, knowledge of District procedures and adherence to policies, standards and objectives of the District. All salary adjustments (increase or decrease) are recommended by immediate Supervisors. If work performance continues to be satisfactory, subsequent increases may be recommended until the maximum value of the employee's salary range is reached. A salary adjustment may also be awarded after the six-month new-hire probation period.

The employee will be offered the opportunity to comment on the appraisal, and will be asked to acknowledge it by signing the form. The Supervisor should make every effort to obtain the employee's involvement in the discussion so that the employee's point of view is thoroughly heard. If the employee declines to sign the form, the Supervisor will promptly report this fact to the General Manager. The General Manager and Supervisor will write "Employee declined to sign appraisal form" and add their initials and the date.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Training and Development  
POLICY TITLE : Promotions  
POLICY NUMBER : 9030  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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9030.00      **PROMOTIONS**

When a personnel vacancy occurs, all opportunities to promote from within will be explored consistent with the goal of filling a position with the most qualified individual available.

Promotions generally result in an increase of responsibility within a category of jobs (i.e., Distribution Operator I to Distribution Operator II) or to another job category or to another department. Promotions are not automatic when an individual reaches the top of his/her range. Promotions will be made from the existing work force, provided an employee is qualified to fill the position. Employee performance appraisals, interviews and supervisor and management observations will provide the primary source to determine job suitability.

Successful applicants for vacant positions may be placed on a 90-day trial probation at the discretion of the Department Manager.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Training and Development  
POLICY TITLE : Probation Other Than For New Hires  
POLICY NUMBER : 9040  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 9040.00      PROBATION OTHER THAN FOR NEW HIRES

Probation other than for new hires may be required in the case of less than satisfactory performance reported on the regular employee evaluation or may result from repeated negative or counter-productive behavior at any time during the course of employment.

If the employee evaluation indicates less than satisfactory performance, the supervisor may require that the employee be placed on probation for 30, 60 or 90 days, with specific and regular documented progress reviews to be held throughout the probationary period.

If probation is required, the supervisor must clearly state by written notice to the employee, with a copy to the General Manager, those elements of the employee's performance or behavior that must be improved, and suggest ways in which a favorable review could be earned and regular employee status returned.

Depending upon the employee's performance while on probation, the supervisor may recommend one of the following courses of action at the end of the probationary period:

A. Upon successful completion of probation, the employee may be returned to regular employee status, with periodic performance evaluations.

B. Upon less-than-satisfactory successful completion of the initial probationary period, probation may be extended for an additional 30, 60 or 90 day period, with continued review.

Upon unsuccessful completion of probation, the employee may be placed on administrative leave pending major disciplinary action.

Upon completion of the probationary period, the supervisor must provide a written review of the results with recommendations for further action to the General Manager, with a copy to the Finance and Administrative Services Manager for the personnel file. If further disciplinary action is recommended by the supervisor and approved by the General Manager, existing procedures found in Section 7080.03 will be followed.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Safety and Health  
POLICY TITLE : Injury and Illness Prevention  
POLICY NUMBER : 10010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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10010.00      **INJURY AND ILLNESS PREVENTION**

District Management is concerned about the health and safety of all employees. Employees are expected to share that concern by practicing safe working habits for their own benefit as well as that of their fellow employees. District policy and State and Federal law require that employees be provided places of employment free from recognized safety hazards, and with proper tools and equipment necessary to accomplish their work assignment in as safe a manner as possible. A full description of District policy regarding safety can be found in the Appendix B, under "Injury and Illness Prevention Program". All employees shall read the District Injury and Illness Prevention Program to become familiar with the safety practices and policies of the District.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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POLICY TYPE : Safety and Health  
POLICY TITLE : Smoking in the Work Place  
POLICY NUMBER : 10020  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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10020.00      SMOKING IN THE WORK PLACE

Each Department of the District has a designated smoking area set aside to accommodate those choosing to smoke.

Smoking will not be allowed in any enclosed area or unassigned vehicles.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Safety and Health  
POLICY TITLE : Safety-Day Incentive Program  
POLICY NUMBER : 10030  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 10030.00     SAFETY-DAY INCENTIVE PROGRAM

The safety-day incentive program promotes safety and rewards employees for sustaining a time period with no lost workdays due to a work-related injury or illness.

Regular/temporary employees will receive one day off after one full year of no lost workdays of the District work force; two days off after two consecutive full years of no lost work days; and three days off after three consecutive full years or more of no lost workdays. If an occupational injury or illness occurs resulting in restricted work activity beyond the date of the injury, the anniversary date for receiving safety-days will be extended six months per occurrence to a maximum of two years. The safety-day(s) anniversary date will be the date of the District's last lost-day accident or the extended date if affected by a restricted work activity accident.

Regular/temporary employees that have completed the six-month probationary period are entitled to take the full number of safety days earned on that date. Safety days may not be carried over to the year following the next safety record anniversary date or added to vacation accruals at safety year-end.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Safety and Health  
POLICY TITLE : Alcohol and Controlled Substance Testing  
POLICY NUMBER : 10040  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 10040.00 ALCOHOL AND CONTROLLED SUBSTANCE TESTING

In compliance with the Omnibus Transportation Employee Testing Act of 1991 and subsequent rules issued by the Federal Highway Administration, the District has developed a program policy for testing of alcohol and controlled substances (drugs) of employees who are required to have a commercial driver's license.

A full description of the District's Alcohol and Controlled Substances Testing Program policy can be found in the Appendix C. Each employee shall be required to verify by signed statement that he/she has received a copy of the District policy.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Safety and Health  
POLICY TITLE : Workplace Violence Prevention  
POLICY NUMBER : 10050  
DATE ADOPTED : September 10, 2008  
DATES AMENDED :

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### 10050.00 WORKPLACE VIOLENCE PREVENTION

The San Juan Water District maintains the policy that any acts or threats of physical violence, including coercion and/or intimidation, which involve or affect the District or its employees are unacceptable and will not be tolerated. This policy applies to any violent acts or threats to life, health, well-being, family or property, which are made by (1) anyone (including District officers and employees) on District property, at District events, or under other circumstances that may negatively affect the District's ability to conduct business, or (2) by a District officer or employee in the course and scope of employment. Such acts or threats of violence, whether made directly or indirectly, by words, gestures or symbols, infringe upon the District's obligation to provide a safe workplace for its employees and therefore are prohibited. Acts or threats of violence include conduct, words, gestures and symbols which are sufficiently severe, offensive, or intimidating to alter the employment conditions at the District or to create a hostile, abusive, or intimidating work environment for one or several District employees. Off-site threats include, but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other communication medium.

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

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District property may be removed from the premises pending outcome of an investigation. If the District determines that workplace violence has occurred or that there has been another violation of this policy, effective remedial action and/or discipline will be taken in accordance with the circumstances involved. Any employee, officer, contractor, consultant or vendor determined by the District to be responsible for workplace violence or other violation of this policy will be subject to appropriate

disciplinary action according to the nature and severity of the offense, and any prior record of discipline. The range of disciplinary action includes verbal or written reprimand, censure, suspension without pay, demotion, probation, discharge from employment, and, for contractors, consultants and vendors, termination, cancellation or suspension of its contract. If the workplace violence is that of a non-employee, the District will strive to take appropriate corrective action in an attempt to ensure that such behavior is not repeated. Under certain circumstances, the District may forego disciplinary action against an employee on the condition that the employee agrees to take a medical leave of absence. In addition, the District may provide for the employee to participate in counseling, either voluntarily or as a condition of continued employment.

Employees shall notify the General Manager, Assistant General Manager or any other manager, of any violent acts or threats they have witnessed, received, or have been told another person has witnessed or received. Employees must also report any behavior they have witnessed which they regard as threatening or violent when it is job related or might be carried out on District property or in connection with District employment.

Each employee who receives or is aware of a protective or restraining order issued by a court which involves a District employee and/or the District premises shall notify the Finance & Administrative Services Manager about the order and, if available, provide a copy of such order.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Safety and Health  
POLICY TITLE : Pandemic  
POLICY NUMBER : 10060  
DATE ADOPTED : November 2009  
DATES AMENDED :

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### 10060.00 Pandemic

The country has been inundated with significant press over the last several years related to potential pandemic outbreaks. While it is important for the District not to overreact, it is equally important to be prepared in the unlikely event that an outbreak occurs and impacts the District's ability to provide service to customers.

### 10060.01 Employee Attendance During Outbreaks

It is the District's intention to provide excellent service to customers, though not at the expense of employee health and well-being. If an outbreak does occur, employees will be instructed that they should stay home from work if they are exhibiting symptoms in order to avoid infecting coworkers or customers and to get well. The District has established an adequate sick-leave benefit that is intended to cover normal illness as well as any significant illness.

### 10060.02 Employee Responsibilities

- 1) Employees will be diligent about using sanitizer to disinfectant phones, door knobs, counter tops, computer keyboards, and any other common surfaces and objects, as well as exercise proper cough etiquette. In serious outbreaks, surgical gloves and masks will be worn and "social distancing" (six feet minimum) will be increased. Social distancing means reducing the frequency, proximity, and duration of contact between people to reduce the chances of spreading influenza.
- 2) In addition, meetings and social interactions will be minimized in number and duration, or eliminated. Limiting social interactions is one of the most effective ways to control the spread of flu. Depend on email to communicate as much as possible.
- 3) All of these practices will be conscientiously adhered to, and all masks and gloves will be maintained, replaced, and disposed of as necessary.

### 10060.03 Supplies

The District will stock up on recommended supplies and replenish as used to provide to

employees for purposes of cleanliness and well-being.

10060.04    Communication

Employees will receive updates from the District via a centralized communication system.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Miscellaneous  
POLICY TITLE : Employee Business Travel and Expense Reimbursement Policy  
POLICY NUMBER : 11010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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11010.00      EMPLOYEE BUSINESS TRAVEL AND EXPENSE REIMBURSEMENT  
POLICY

It is the policy of the San Juan Water District to reimburse Employees for any expenses for District purposes approved by the Department Manager, and that expenses be reimbursed in a manner that conforms to an "accountable plan" under Internal Revenue Service regulations. Such expenses will be reported on the District's "Statement of Reimbursable Expenses", which includes the following information: (a.) cost of each separate expense (incidental expenses may be totaled by category); (b.) date expense was incurred; (c.) destination (for travel and transportation); (d.) business purpose and/or benefit gained; and (e) receipts confirming the expense. This form must be submitted with the approval of the Department Manager to the Finance and Administrative Services Manager within 60 days of incurring the expense, who will have authority to provide reimbursement of expenses that conforms to the requirements under this policy.

- a. Employees will be reimbursed for travel, lodging, and other expenses actually and reasonably incurred in the performance of service rendered. All activities for which expense reimbursement is sought must be in accordance with approved policies of the Board.
- b. Normally, travel will be arranged through the Board secretary. If an employee has personal travel that will occur on either end of the District travel, the Employee may coordinate personal travel plans with the Board secretary. In any case, the incremental cost of personal travel will be at the Employee's own expense.
- c. Airline travel will be based on the least expensive coach tickets at the time of purchase.
- d. If personal vehicle is used, the reimbursement will be based on the mileage reimbursement rates as set by the IRS. The reimbursement will be limited to either the amount of automobile mileage reimbursement; or regular coach airfare plus transfers (or cost of rental car if it would have been necessary), fees, tips, etc; whichever is less. If alternative transportation is used, the limiting airfare for reimbursement will be determined by the Board secretary, and will generally be based on the fares paid for other attendees, if

any, or the 21-day advance purchase coach airfare.

e. Rental cars will be limited to the intermediate size, unless there are multiple people requiring a larger vehicle.

f. Lodging will be at the standard conference hotel room, or as assigned in the conference registration process, or of similar cost. Lodging reimbursed by the District is limited to the night before the conference through the night after the conclusion of the conference. In the case where the cost of the airfare for a Saturday night stay plus the additional lodging cost is less than the coach airfare for the conference nights, the Employee may choose this option. If the conference or meeting is local, no lodging will be provided.

g. Meals will be reimbursed for actual expenses with receipts provided, with a cost not to exceed the rate that would be approved for the applicable city under the IRS accountable plan.

h. Receipts will be required to be provided for all reimbursable expenses, except minor travel incidentals.

i. If a spouse or other family member/s attend/s a conference, seminar or meeting with an Employee, the cost for travel, meals, registration and any other incremental expenses related to such spouse or family member will be paid by the Employee.

Travel advances are available to Employees upon request. Receipts must be provided and expenses documented on an expense reimbursement form, with any remaining advanced funds returned to the District.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Miscellaneous  
POLICY TITLE : Meal Reimbursement  
POLICY NUMBER : 11020  
DATE ADOPTED : July 2004  
DATES AMENDED : February 14, 2007

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11020.00      **MEAL REIMBURSEMENT**

Meal reimbursements shall be allowed for employees authorized to work at night or on weekends beyond normal working hours when it would be an inconvenience or an imposition for such employees to go home for lunch or dinner, and then return to work. Authorized work must extend beyond normal working hours for more than two hours to qualify for meal allowance limited by an amount deemed reasonable by the General Manager and below IRS accountable plan.

Employees may claim reimbursement for meals when traveling on official business when it is impractical to return to the office for meals. Meals will be reimbursed in accordance with Section 11010.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Miscellaneous  
POLICY TITLE : Personal Vehicle Use  
POLICY NUMBER : 11030  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 11030.00 PERSONAL VEHICLE USE

When District vehicles are not available for use by employees engaged in District business, permission may be obtained from the Department Manager for use of privately-owned vehicles. Employees using their own vehicles for District business will be required to supply proof of insurance coverage. The reimbursement will be based on the mileage reimbursement rates as set by the IRS. A mileage report must be filled out and approved to obtain reimbursement.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Miscellaneous  
POLICY TITLE : Vehicle Assignment and Use  
POLICY NUMBER : 11040  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 11040.00      VEHICLE ASSIGNMENT AND USE

The District will provide vehicles on an as-needed/required basis for use during business hours and emergencies. Employees operating District vehicles are responsible for their safe operation in accordance with the law. Since most job classifications require daily or periodic operation of District vehicles, employees are required to be in possession of a valid California Driver License for the class of vehicle being operated. The revoking of that license for any reason by the State of California or a driving record unacceptable to the District for any reason, may be sufficient cause for dismissal. Traffic citations, with the exception of faulty equipment, are the employee's responsibility.

### 11040.01      Accident Procedure

When an employee is involved in an accident, he/she must immediately notify his/her Department Manager or the General Manager, and should not make any statement concerning the responsibility for the accident to anyone but a District representative. Cooperation should be extended to law enforcement officers and to District insurance representatives.

### 11040.02      Assignment

Only designated employees will be allowed to take vehicles home after working hours.

On occasion, overtime is necessary to accommodate the needs of the District. This may cause a separation of working hours when regular working hours and overtime hours are not continuous. In these cases, a District vehicle may be assigned for the duration of the irregular work hours by obtaining prior approval of the employee's Department Manager. The use of a District vehicle by an employee meeting these criteria shall be on a controlled basis and shall be monitored by the appropriate Department Manager.

11040.03     DMV Licensing and Fees

The District will pay the Class A licensing fee, or standard renewal fee, and the cost of a standard physical exam at the District's physician for those employees whose position has been determined by his supervisor to require this class of driver's license.

If the employee received a citation that causes the employees Class A license renewal fee to increase, the employee will be responsible for payment of the increase.

The employee will be reimbursed for the Class A licensing fee after passing the test.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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POLICY TYPE : Miscellaneous  
POLICY TITLE : Parking  
POLICY NUMBER : 11050  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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11050.00      PARKING

To courteously serve the District's many visitors, parking should be readily available to the public.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Separation  
POLICY TITLE : Employee Separation  
POLICY NUMBER : 12010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 12010.00 EMPLOYEE SEPARATION

#### 12010.01 Definitions

When employees leave the District, they will be assigned to the following categories of separation:

A. Resignation - a voluntary separation, including:

- 1) Resignation with or without notice.
- 2) Failure to return from a leave of absence.
- 3) Failure to return from a reduction-in-force upon recall.

Employees who resign are requested to submit a letter of voluntary resignation form.

B. Release - a separation in which the employee is not qualified for the type of work assigned and no other work is available. A release is not made for disciplinary purposes, and may usually result from no fault of the employee or reduction-in-force.

C. Deceased - the death of an employee in active employment.

D. Retirement - a voluntary separation that usually includes qualification for benefits under the District's retirement plan.

E. Discharge - a separation in which the employee is removed from the payroll for violation of employee standards or conduct, safety regulations or unsatisfactory job performance for which the employee is at fault.

#### 12010.0 Notice to Employee

There are no requirements for advance notice of separation to employees when they are serving the new-hire probation period. Employees who have successfully completed probation will be given notice as described in Chapter Seven.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Separation  
POLICY TITLE : Layoff or Reduction-in-Force  
POLICY NUMBER : 12020  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 12020.00 LAYOFF OR REDUCTION-IN-FORCE

The District expects to maintain steady employment for each regular employee. However, unforeseen circumstances may require adjustments in staff level by means of a personnel reduction-in-force. Before competent employees are separated due to lack of work, every effort will be made to reassign them to another position within the District.

#### 12020.01 Procedure

If the number of employees must be reduced, the date of hire seniority will govern, unless a given employee is unable to perform the available work in an acceptable manner.

The District may occasionally retain certain employees without regard to length of service because of the employee's special knowledge, skill, training or experience.

Written approvals for reduction must be given by the General Manager. Employees will receive at least 60 days notice if they will be separated due to a reduction-in-force.

If the District believes the reduction is temporary, employees will be placed on a special recall list for 12 months. Employees may elect to receive accrued vacation entitlement at the time of reduction.

In some cases, recall will not be expected (for example, a job eliminated or a department closed). In these instances, separation will proceed as for any employee released from service.

When employees are recalled from a temporary reduction, the date of hire seniority will be considered as a primary selection criterion. Employees recalled will not be required to serve a new probationary period.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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POLICY TYPE : Retirement  
POLICY TITLE : Public Employees' Retirement System  
POLICY NUMBER : 13010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : November 12, 2008  
                  June 22, 2011

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13010.00     PUBLIC EMPLOYEES' RETIREMENT SYSTEM

13010.01     Membership

The District is a member of the Public Employees' Retirement System of the State of California and membership is compulsory for all employees except those specifically excluded. Exclusions include:

Special contract exclusions;  
Employees who work less than 1,000 hours.

In the event of any conflict between this Manual and the more detailed provisions in the PERS Law or contract, the Law and contract shall govern.

13010.01(a)     What Constitutes Compensation Under the Retirement Plan

The Retirement Plan, consistent with applicable law, requires including an employee's basic pay rate in "compensation" for the purpose of calculating the retirement benefits of District employees under the Retirement Plan. (See California Government Code section 20630.) In calculating total compensation, the only permissible addition is "special compensation." (See California Government Code section 20636.)

Special compensation is limited to additional compensation that is received by employees similarly situated in a group or class of employment pursuant to a labor policy or agreement, or as otherwise required by state or federal law.

The Board of Directors has approved including the following items as special compensation for the purpose of calculating the retirement benefits of District employees under the Retirement Plan:

"Incentive Award Program" compensation approved consistent with section 3090.00 of the District's "Employee Policy and Procedures Manual" (pursuant to California Government Code section 20636(c)(1) and (2));

Any Board approved “pick-up” of required employee contributions to the Retirement Plan prior to July 2011, consistent with section 13010.066 of the Employee Manual (pursuant to California Government Code section 20636(c)(4)); and

The employee uniform allowance consistent with section 7040.03 of the Employee Manual (pursuant to California Government Code section 20636(c)(6)), subject to the determination under applicable law (e.g., *Ventura County Deputy Sheriff's Association v. Board of Retirement of Ventura County* (1997) 16 Cal. 4<sup>th</sup> 483) that the employee uniform allowance under the District’s Employee Manual is required to be included as special compensation under the Retirement Plan.

Base monthly pay under the Retirement Plan is reduced by \$133.33 to reflect the exemption from CalPERS benefits of the first one-third of maximum social security earnings.

The District’s Board of Directors strictly prohibits and will not engage in “pension spiking”. Pension spiking is the process whereby public sector employees are granted large salary increases that artificially inflate their compensation in the years immediately preceding retirement in order to receive larger pensions than they otherwise would be entitled to receive. In addition, CalPERS performs audits of public agencies participating in the system to further ensure the validity of reported membership and payroll information.

#### 13010.1(b) The Process for Amending the Retirement Plan

Any change in what constitutes compensation under the Retirement Plan, or any other amendment of the Retirement Plan, requires approval of the District’s Board of Directors of an amendment in the contract for the Retirement Plan, confirmed in a Board resolution.

#### 13010.01(c) Measures to Ensure Compliance with this Policy

In connection with the preparation of the District’s annual independent financial audit, the District’s Finance and Administrative Manager will certify in writing that compensation for the purpose of calculating the retirement benefits of District employees under the Retirement Plan has been reported in a manner that is consistent with this policy. The District’s independent financial auditor will be requested to confirm as part of its annual report to the Board that compensation for the purpose of the Retirement Plan has been reported in a manner that is consistent with this policy. The District’s General Manager will report to the Board when CalPERS retirement program benefits are changed.

#### 13010.02 Service Retirement

The earliest retirement age is 50. The normal retirement age is 60. An employee may retire any time after age 50, provided the employee meets the minimum requirement of having 5 years of service.

The monthly income is determined by age at retirement, years of credited service and "final compensation." The basic benefit will be 3% of "final compensation" for each year of credited service upon retirement at age 60. If retirement is deferred beyond age 60, the percentages of "final compensation" for each year of service remain the same. If retirement is earlier than age 60, the percentages of "final compensation" for each year of service are decreased. "Final compensation" is based on the highest consecutive 12 months earnings for employees hired in the First Tier, which includes all employees hired prior to February 14, 2009. "Final compensation" is based on the highest consecutive 36 months earnings for employees hired in the Second Tier, which applies to all employees hired on or after February 14, 2009.

#### 13010.03     Disability Retirement

Disability retirement is available through the California Public Employees Retirement System.

#### 13010.04     Death Benefits

##### Death Before Retirement

Basic Death Benefit: This benefit is a refund of the member's accumulated contributions, plus six months salary, provided he/she has been a member for six years or more. For those who die before completing six years of membership, the benefit is one month's salary for each year of membership, plus refund of contributions. The salary referred to is that earned during the year preceding death. Prior service does not count toward this benefit.

##### Death After Retirement

The death benefit is \$500 if death occurs after retirement. This amount will be in addition to any payments, which might be made under an optional retirement benefit chosen by the member at his/her retirement.

#### 13010.05     Termination of Employment

Upon termination of employment, an employee with 5 or more years of service may either leave his/her contributions with the System and receive, upon attaining retirement age, the retirement benefit he/she has earned, or he/she may withdraw his/her contributions (plus interest), thus terminating his/her membership in the System and receiving no retirement benefits.

A member with less than 5 years of service shall not have the privilege of leaving his/her contributions with the System, unless transferring to employment with another agency that is covered under PERS. Those employees who are not going to be employed at another PERS-covered agency, will automatically have his/her

contributions, plus interest, refunded upon termination of employment.

13010.06    Contributions

As of June 18, 2011, each employee is required to contribute 8% of the employee's gross salary, exclusive of overtime and less FICA coordination, as his or her share of required PERS pension contributions. The 8% "employee's contribution" picked up by the District for each active employee prior to that date remains invested in the PERS pension account of each such employee.

Overtime, as mentioned above, is not subject to PERS, nor is additional vacation or sick pay. Additional vacation and sick pay is that amount above the regular 8 hours of pay received during a normal pay period.

PERS requires that 8% of the amount paid to provide uniforms to those employees requiring uniforms is an "employee's contribution." This employee contribution is paid by the employee.

The District also fully pays the Employer Contribution assessed each year to pay the costs of PERS pension benefits. All District contribution rates are established, and subject to revision, by the Board of Administration of PERS.

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## SAN JUAN WATER DISTRICT EMPLOYEE MANUAL

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POLICY TYPE : Drug-Free Workplace  
POLICY TITLE : Drug-Free Workplace  
POLICY NUMBER : 14010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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### 14010.00 DRUG-FREE WORKPLACE

#### 14010.01 Purpose and Intent

The District intends to maintain a workplace that is free of drugs and to discourage drug abuse by its employees. The District has a vital interest in maintaining safe and efficient working conditions for its employees. Drug abuse is incompatible with health, safety, efficiency and success at the District. Employees who are under the influence of a drug on the job compromise the District's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality of service and disruption of customer service and relations.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees and others, and to protect its operations, property and equipment, the District has established and intends to enforce this policy, which includes drug testing in certain circumstances. Each employee shall comply with this policy, and all new employees shall be subject to pre-employment drug screening. This policy, and the distribution of it to District employees, constitutes the District's drug free awareness program.

#### 14010.02 Definitions. For purposes of this policy:

"Abuse of any legal drug" means the use of any legal drug (i) for any purpose other than the purpose for which it was prescribed or manufactured; or (ii) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

"Illegal drug" means any drug or substance that (i) is not legally obtainable; or (ii) is legally obtainable but has not been legally obtained; or (iii) has been legally obtained but is being sold, used or distributed unlawfully.

“Legal drug” means any drug, including any prescription drug and over-the-counter drug, that has been legally obtained and that is not unlawfully sold, used or distributed.

“Medical Provider” means a licensed medical clinic, doctor, laboratory or other medical provider selected by the District General Manager to conduct the drug testing under this policy.

“On duty” means any time when the interests of the District may be adversely affected by an employee who is under the influence of or impaired by illegal drugs, or the abuse of a legal drug, including any time the employee is on duty, on District premises, operating a District vehicle or equipment, or conducting or performing District business, regardless of location.

“Possession” means that an employee has the substance on his or her person or otherwise under his or her control.

“Reasonable suspicion” means:

Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;

A pattern of abnormal conduct or erratic behavior;

Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, trafficking and/or distribution;

Information about the use of illegal drugs or the abuse of legal drugs provided by a reliable and credible source; or

Newly discovered evidence that the employee tampered with a previous drug test.

#### 14010.03 Prohibited Acts

The following acts are prohibited and may subject an employee to discipline:

- A. The on-duty use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of any illegal drug.
- B. Being under the influence of or impaired by an illegal drug while on duty.
- C. The abuse of any legal drug while on duty.
- D. The on duty purchase, sale, manufacture, distribution, transportation, dispensation or possession of any legal drug in a manner inconsistent with law.
- E. Being on duty while impaired by the abuse of a legal drug whenever such

impairment might: (i) endanger the safety of the employee or some other person; (ii) pose a risk of significant damage to District property or equipment; or (iii) adversely interfere with the employee's job performance or the efficient operation of the District's business or equipment.

14010.04 Discipline. Any violation of this policy may result in discipline, up to and including dismissal, depending on the circumstances. The General Manager also may choose to require an employee who violates this policy to satisfactorily complete a drug abuse assistance, rehabilitation or counseling program. The first violation of this policy likely will result in immediate discharge, whenever the prohibited conduct: (a) Caused serious injury to the employee or any other person, or, in the sole opinion of the General Manager, unreasonably endangered the safety of the employee or any other person; (b) Resulted in significant damage to District property or equipment, or, in the sole opinion of the General Manager, posed a risk of significant damage; or (c) Involved the sale or manufacture of illegal drugs.

14010.05 Conviction for Drug-Related Offense. An employee who is convicted under a federal or state criminal drug statute relating to any conduct prohibited by this policy will be deemed to have violated this policy. Upon receiving notice of a conviction of an employee for any such violation, the District shall either (a) take appropriate disciplinary action in accordance with this policy, and/or (b) require the employee to participate in and satisfactorily complete a drug abuse assistance, rehabilitation or counseling program. Employees shall notify the General Manager of any conviction under a criminal drug statute.

14010.06 Counseling and Rehabilitation Programs. Upon request by any employee, the General Manager, or his or her designee, will consult with the employee about any available drug abuse assistance, rehabilitation or counseling programs.

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**SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL**

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POLICY TYPE : Email/Internet/Computer Use Policy  
POLICY TITLE : Email/Internet/Computer Use Policy  
POLICY NUMBER : 15010  
DATE ADOPTED : May 12, 2002  
DATES AMENDED : February 14, 2007

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15010.00     EMAIL/INTERNET/COMPUTER USE POLICY

15010.01     The District uses various forms of electronic communication including, but not limited to computers, modems, telephones, fax machines, Internet, and e-mail. All electronic communications, including all software and hardware, are and shall remain the sole property of the District. All messages sent and received, including any personal messages, and all data and information stored on the District's computer systems are the District's property regardless of the content.

15010.02     Electronic communications shall not be used in any manner that would (a) be discriminatory, lewd, derogatory, defamatory, sexually explicit, harassing or obscene, (b) constitute copyright, trademark infringement or misappropriation of trade secrets, or (c) be for any other purpose which is illegal, against District policy or not in the best interests of the District.

15010.03     Employees shall not install personal software in District computer systems. All electronic information created by any employee using any means of electronic communication is the property of the District and shall remain the property of the District. Employees should understand that they have no right or expectation of privacy with respect to any messages or information created or maintained on the District's computer systems, including personal information or messages. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the District's ownership of, or ability to access, the electronic information.

15010.04     The District reserves the right to access and review electronic files, messages, mail and other electronic communications, and to monitor the use of electronic communications, as may be necessary or appropriate to ensure that there is no misuse or violation of District policy or any law. The District may override personal passwords if it becomes necessary or appropriate to do so for any reason.

15010.05 All electronic communications, including e-mail, access to the Internet, and other types of District-paid computer access, are to be used only for District-related business. Any personal use shall be incidental and not negatively impact District business.

15010.06 Any employee who misuses the District's electronic communications, or otherwise violates this policy, will be subject to discipline, up to and including termination.

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SAN JUAN WATER DISTRICT  
EMPLOYEE MANUAL

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**ACKNOWLEDGEMENT OF RECEIPT FORM**

I have received my copy of the District's Employee Policy and Procedure Manual. I understand and agree that it is my responsibility to read, familiarize myself with and comply with the policies and procedures contained in the Manual. I also understand that the District reserves full discretion to add to, modify or delete provisions of the Manual and other employment policies, procedures, work rules or benefits at any time and without advance notice, and that no individual other than the District Board of Directors or General Manager has the authority to modify or amend this Manual. Updates to this manual will be made available electronically on the shared drive of the District's computer network and I will be notified when this occurs. All managers have a printed copy and I may request a printed copy from the Executive/Board Secretary.

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Print Name

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Date

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Signature

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# SAN JUAN WATER DISTRICT MEMORANDUM OF UNDERSTANDING

**TO:** Water Treatment Shift Operators

**SUBJECT:** Work shift requirements / Hourly wage compensation

## **GENERAL:**

The Water Treatment Plant Shift Operator's (Shift Operator) schedule is typically every third day; with specific work shift requirements and hourly wage compensation considerations as defined below.

## **WORK SHIFT:**

- Work Period – Shift Operators are required to work a shift that starts at 6:45 a.m. and finishes at 7:00 a.m. the following day. A shift consists of a sixteen hour and fifteen minute (16.25 hours) period, which shall be paid at the Shift Operator's straight time rate of pay. A shift also includes an eight-hour Sleep Shift (described below). "Straight time rate of pay" is defined as the rate of pay paid on an hourly basis for regular work hours. "Regular work hours" are defined as non-overtime work hours.
- Sleep Shift – During each work shift, it is intended the Shift Operator shall have an eight (8) hour period designated as sleep time. Except as provided herein, this sleep shift shall be uncompensated and not considered as "time worked".
- Interrupted Sleep Shift –
  - When sleep periods are interrupted, the Shift Operator shall be entitled to a minimum of two (2) hours pay, regardless if the hours actually worked are less than two (2) hours. Time worked beyond the initial two hours shall be paid per actual time worked.
  - Multiple interruptions within a 2 hour window of initial interruption shall not entitle the Shift Operator to more than two (2) hours compensation, unless the actual time worked exceeds two (2) hours, provided, however, that if the minimum hours of sleep required under U.S. Fair Labor Standards Act (FLSA) regulations is not met, then the entire eight hour period shall be counted as hours worked.
  - There will never be more than one 2 hour minimum call out in a 4 hour period. Whenever a shift operator receives more than one wake-up call within the time periods discussed above, the employee will be compensated based on actual hours worked beyond the first wake-up period.
  - All hours worked due to work-related interrupted sleep shall be paid at the Shift Operator's straight time rate of pay unless the hours worked qualify as Overtime as defined below.
  - Each Shift Operator shall make daily written reports of periods when their sleep shifts are interrupted by emergencies or other work requirements. The daily reports shall be provided to the Shift Operator's supervisor at the end of each work shift.
- Overtime –
  - Any time worked beyond forty (40) hours in a defined calendar work week or as defined below under Extra Shifts Worked will be compensated at 1½ times the Shift Operator's straight time rate of pay.

- Extra Shifts Worked –
  - If a Shift Operator is working two shifts in a row and did not obtain the minimum amount of sleep required under FLSA regulations during the first shift completed, whether the Shift Operator is fatigued and should be sent home will be determined by the supervisor in consultation with the Shift Operator. Should the Shift Operator be determined to be fatigued, the appropriate rest period spent at home is uncompensated and not considered time worked.
  - If a Shift Operator is required to cover an additional shift that results in the number of shifts within a pay period being greater than originally scheduled, the operator will be compensated at 1½ times the straight time rate of pay for the 16.25 hours of the additional shift and extra time worked when sleep periods are interrupted. The coverage of an additional shift usually occurs when the regularly scheduled Shift Operator is on vacation or sick leave.
- Meal Times – During each work shift, Shift Operators shall be entitled to meal periods as follows: thirty (30) minutes for lunch and one hour for dinner. Each such period shall be compensated and be counted as “hours worked” for purposes of calculating pay and overtime pay. Shift Operators are obligated to respond to work situations during meal periods without additional compensation.
- On-Site Limitations – Shift Operators shall not leave the Water Treatment Plant premises during their work shift without approval from their supervisor. If there is an emergency which requires a Shift Operator to leave the Water Treatment Plant gate, the Shift Operator will contact his or her supervisor immediately to inform them of the emergency and the actions taken. See the Water Treatment Department’s emergency response procedures for additional requirements for emergency actions.

## **HOLIDAYS:**

- Shift Operators are entitled to twelve (12), eight (8) hour holidays (96 hours total) per year, which includes a floating holiday. See Policy No. 5020 *Holidays* for a list of district holidays.
  - Holidays which fall on a work shift – Shift Operator is compensated by receiving pay at 1½ times their straight time rate of pay for all hours worked plus eight (8) holiday hours at their straight time rate of pay.
  - Holidays which fall on a normal day off –
    - The Shift Operator will be compensated for eight (8) hours holiday pay at the Shift Operator’s straight time rate of pay as the regular procedure the same pay period in which the holiday falls.
    - If a Shift Operator chooses, and the supervisor approves, the Shift Operator may choose to instead save up to 32 hours for future time off. The Shift Operator understands he or she is choosing this option in place of the above standard procedure and understands that this option could impact annual pay, including a possible reduction in total annual pay, as the Shift Operator could ultimately work and receive pay for less hours in a year. This option is not the normal procedure and will only be considered if requested in writing by the Shift Operator prior to the pay period in which the holiday occurs.
- Other than holiday time worked, holiday time paid out or used for future time off shall be paid at the Shift Operator’s straight time rate of pay. Holiday time will be paid to the Shift Operator in the pay period in which the holiday occurred unless the Shift Operator requests to save the

time for future time off in writing prior to the pay period in which the holiday is occurring. Unused holiday time requested to be saved shall automatically be paid to the employee at the straight time rate of pay at the end of the fiscal year. No saved holiday time will be allowed to carry over beyond the last day of the fiscal year.

- The floating holiday will be paid out at the end of the fiscal year unless the employee requests it be paid out at a different time.

## SICK AND VACATION LEAVE:

- **Sick Leave**
  - Accrual – Sick Leave shall be accumulated at the accrual rate listed in the Employee Policy Manual.
  - Policy – See Policy No. 5030 *Sick Leave*.
  - All Sick Leave shall be paid at the Shift Operator's straight time rate of pay.
- **Vacations**
  - Accrual – Vacation time shall be accumulated at the accrual rate listed in the Employee Policy Manual.
  - A Shift Operator using vacation, sick leave, or other paid leave for an entire sixteen hour and fifteen minute (16.25) shift shall have his/her leave balance debited by sixteen hours and fifteen minutes (16.25). A Shift Operator taking paid leave in other than a sixteen hour and fifteen minute (16.25) increment shall have his/her leave balance debited for the amount of time taken.
  - Vacation leave shall be paid at a Shift Operator's straight time rate of pay; i.e. vacation leave shall not be paid at the Overtime rate.
  - See Policy No. 5010 *Vacation* for additional requirements.

## SHIFT DIFFERENTIAL:

- The Shift Operator's schedule is typically every third day; therefore, total scheduled hours plus holidays for the year are approximately 2072 hours per year. Due to the alternate work schedule required for Shift Operators, each Shift Operator shall be paid an additional 0.38% of his/her base hourly rate for each hour of the shift actually worked. This pay differential is to maintain the average monthly pay for the Shift Operator within the same salary range as the daily operator.

I have read and understand the above terms, have had the opportunity to clarify any terms that I did not understand, and voluntarily sign below to signify my acceptance of the terms of this MOU.

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

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

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### **SAN JUAN WATER DISTRICT INJURY AND ILLNESS PREVENTION PROGRAM**

Revised September 2005

The objective of the Occupational Safety and Health Act of 1970 is to provide a safe and healthful work environment for workers. The goal and first consideration of the District is to meet this objective and provide a safe and healthful environment for our employees.

We are committed to maintaining a safety and health program which places the personal safety of its employees at primary importance. Prevention of occupational injuries and illnesses will be given precedence over operational productivity, whenever necessary. Your cooperation in detecting hazards for correction and also controlling work hazards is a condition of your employment. Inform your supervisor immediately for the correction of any hazardous situation beyond your control.

Our objective is a safety and health program which reduces occupational injuries and illnesses to an absolute minimum; even surpassing the industry standard for operations similar to ours. Our goal is zero accidents and injuries.

#### **Our Injury and illness Prevention Program includes:**

- Providing mechanical and physical safeguards for maximum protection wherever needed.
- Safety and health inspections to identify and eliminate job site hazards and unsafe work practices.
- Training all employees regarding safe work practices and occupational hazards.
- Providing necessary personal safety equipment with instruction to employees exposed to work area hazards.
- Safety and health policies along with procedures for enforcement of these policies.
- Accident investigation to immediately determine the cause for correction and prevention of a similar accident.
- Recognition and awards for outstanding safety performance.

#### **We understand safety and health responsibilities must be shared accordingly:**

- The employer accepts the responsibility for implementing and leading a safety and health program as well as providing any necessary time, resources and protective equipment to ensure a safe workplace.
- The supervisor is responsible for creating a positive attitude among employees toward the safety and health program of the District. He is to ensure all

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- operations are performed safely for the protection of all employees involved.
- The employee is responsible for wholehearted support of the company health and safety program. This includes compliance with all policies and procedures along with continually practicing safety while performing work duties.

**The components of our illness and injury prevention program are as follows:**

1.) **IDENTIFICATION OF AUTHORITY:**

A necessary part of this program is to assign authority and responsibility to an individual within our company to effectively implement our program. This authority of District Safety Coordinator has been assigned to the District Finance and Accounting Manager, Mary Morris. Any questions or suggestions you have regarding this program, which cannot be address by your supervisor are encouraged.

2.) **COMPLIANCE WITH SAFE WORK PRACTICES:**

A. **FULL-STAFF SAFETY MEETINGS AND TRAINING** - In order to help ensure compliance with safe and healthful work practices, bimonthly safety meetings (every other month) will be arranged by the District Safety Director. These meetings will typically be held on the second Tuesday of the month. Department heads will be notified when there is a change in the meeting date. Attendance of the full-staff safety meeting is required for all employees other than off-duty personnel. Exceptions for operational emergencies are also recognized. General training topics will be incorporated into the full-staff safety meeting. Subjects such as; ergonomics, housekeeping, slips and falls, defensive driving, etc., will be addressed at this meeting using instructional material provided by either ACWA/JPIA or State Compensation Insurance Fund.

B. **TAILGATE SAFETY MEETINGS** - A weekly tailgate safety meeting will be held by the Distribution Department using training material, such as the "7-Minute Safety Trainer" or other similar material to address construction safety hazards within the department. The Water Quality department will also conduct staff safety training using this training material, twice a month, addressing general industry safety. In addition, specific training regarding equipment operation, and installation or construction procedures applicable to the job shall be completed at this time. Documentation of this training is to be submitted to the safety director for file. Periodic meetings of supervisory employees will be held under the direction of the safety director for the discussion of safety problems and accidents that have occurred. These supervisor meetings will be

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incorporated into the full-staff safety meeting in the absence of any accident or problem for discussion. District safety meetings shall be consistent with the "Code of Safe Practices and Operating Procedures" as contained within Appendix A at the end of this program.

- C. SAFETY COMMITTEE MEETINGS – Quarterly safety meeting will be held with the district's safety committee to communicate matters of safety and accident prevention. A written meeting record of the meeting will be maintained, posted and made available to all employees.
- D. DISCIPLINARY ACTION - All employees are expected to follow the Code of Safe Work Practices and Operating Procedures as District safety policy. Failure to comply with this policy will result in disciplinary action as outlined within Section 7 of the *San Juan Water District Policy & Procedures Employee Manual*.
- E. SAFETY RECOGNITION AND AWARDS - As an incentive to promote safe work practices in our company and recognize outstanding safety accomplishments by our employees; a safety awards program has been established. Refer to chapter 10 of the District's policy and procedures employee manual for details regarding this incentive program.

### **3.) COMMUNICATION:**

It is important for us to communicate matters related to occupational safety and health to all employees. It is encouraged within our company to report any hazard existing in the workplace to an immediate supervisor. No reprisal will result to an employee who reports hazards for the well being of company employees.

The following methods will be used to communicate health and safety issues to our employees:

1. Full-staff safety meetings
2. Posting safety codes and posters
3. Tailgate safety meetings (every 10 days minimum for construction)
4. Communication with safety committee members

### **4.) HAZARD IDENTIFICATION:**

The identification and evaluation of workplace hazards is important in maintaining a safe work environment. The following procedures will be used for effective identification and evaluation of these workplace hazards:

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- A. WORK AREA SAFETY INSPECTIONS: A job site inspection will be conducted quarterly by an assigned safety committee member to identify unsafe conditions and work practices. All noted hazards shall be communicated in writing to the job foreman for immediate correction depending on severity. An inspection report shall be completed and returned to the Safety Director for follow-up.
- B. VEHICLE/EQUIPMENT INSPECTION: An inspection of equipment and vehicles will be conducted quarterly by an assigned safety committee member. All noted hazards shall be communicated in writing to the vehicle/equipment operator for immediate correction depending on severity. An inspection report shall be completed by the committee member and returned to the Safety Director for follow-up.
- C. IDENTIFICATION AND EVALUATION: An identification and evaluation of potential hazards will be made by the department supervisor whenever a new substance, process, procedure or new piece of equipment is introduced into the workplace which represents a new occupational safety and health hazard.
- D. NEW OR UNRECOGNIZED HAZARDS: An identification and evaluation procedure will also be completed by the department supervisor whenever a new or previously unrecognized hazard is revealed. Written documentation of all inspection and evaluations will be kept on file with the District Safety Director. Department heads shall maintain records of all inspections as outlined in sections, (c) and (d) above.

5.) **INJURY / ILLNESS INVESTIGATION:**

Occupational illness and injury investigation is an important part of this program. Employees shall report all occupational injuries and illness to their immediate supervisor within 24-hours of the occurrence. The JPIA, "Employee's claim for workers' compensation benefits", Form DWC-1, shall be used for reporting all injuries beyond first-aid. In addition a "Supervisor's Accident Investigation Form" to identify causes and corrective action shall be completed by the department Supervisor and the Safety Director. The procedure used for injury and illness investigation is contained within section 4 of the *ACWA/Joint Powers Insurance Authority (JPIA) Safety and Risk Control Manual*.

6.) **CORRECTION OF UNSAFE / UNHEALTHY CONDITIONS:**

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Timely correction is required upon identifying and evaluating unsafe or unhealthy conditions, work practices, or work procedures. All employees are expected to correct any easily corrected hazard once it's perceived. The procedure for correction of these unsafe or unhealthy conditions is as follows:

- A. All attempts must be made by employees to immediately correct severe hazards once observed or discovered. If the hazard is of a lesser degree of severity, a scheduled time for correction must be documented for follow-up by the supervisor.
2. When an imminent hazard exists which cannot be immediately corrected, all exposed personnel must be removed from the area except those necessary to correct the existing condition. All affected personal shall follow the direction of the department supervisor to safely exist the location until the hazardous condition is corrected. Employees necessary to correct the hazardous condition shall be provided all necessary safeguards.

7.) **TRAINING AND INSTRUCTION:**

Training and instruction on subjects pertaining to safety and health is a necessary part of an effective safety program. Our company will conduct regular safety meetings containing training on the second Wednesday of each month. These meetings will serve as the primary basis for training and instruction for safety related matters to our employees. At times, special training and instruction is required for other areas. The following areas of training will be addressed:

- A. At time of employment, all new employees will be trained and/or given instruction regarding the safety policies of the company by the hiring supervisor. This training and instruction shall also include any special training necessary for hazards inherent to their individual duties.
- B. All employees given new job assignments for which training has not previously been received will be trained by the department supervisor. This training is to ensure hazards associated with the new job assignments along with proper safety procedures have been properly communicated to the employee.
- C. Training and instruction is required at the time a new substance, process, procedure or piece of equipment is introduced to the workplace which represents a new hazard. This training shall be conducted by the department supervisor.

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- D. Special training and instruction is required at the time the company is made aware of a new or previously unrecognized hazard; specifically if the hazard cannot be corrected in a timely manner based upon its severity. This training and instruction to communicate this hazard shall be conducted by the department supervisor.
- E. Training and instruction shall be provided for supervisors and shall be included in the regular monthly safety meeting. Additional training will also be scheduled on an "as-needed" basis. This training is to familiarize supervisors with safety and health hazards to which employees under their immediate direction and control may be exposed.

8.) **RECORD KEEPING:**

Records of the company's inspection, training, and accident investigation will be kept in the office of the safety director and on file for three years. Records of the steps taken to implement and maintain our Program include the following:

- A. Records of scheduled and periodic inspections to identify unsafe conditions and work practices. Our records will show the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the action taken to correct the unsafe conditions and work practices.
- B. Documentation of safety and health training. Our documentation shall include; the name of each employee trained or other identifier, training dates, type(s) of training, and training providers.

This Injury and Illness Prevention program is District policy and is adopted to create a safe and healthful work place for all employees.

## **APPENDIX A: CODE OF SAFE PRACTICES AND OPERATING PROCEDURES**

These procedures and safe practice rules are intended for employees to follow as a minimum guideline for the identification of hazards and to ensure a safe workplace. These practices are not intended to cover all areas of operation or knowledge that may be required in each area of authority. For certain operations, additional requirements and practices will be necessary and will be determined by the responsible supervisor based on work operations and conditions.

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1. All persons shall follow these safe practice rules, render every possible aid to safe operations, and report all unsafe conditions or practices to the supervisor or department manager.
2. Supervisors shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain observance.
3. All construction employees shall be given frequent accident prevention instructions. Instructions shall be given at least every 10 working days. When applicable, the accident prevention instructions shall also include specific instruction on the safe use, care and maintenance of fall protection equipment (i.e., fall arrest systems, positioning device systems, safety nets, etc.) used at the jobsite.
4. Anyone known to be under the influence of drugs, or intoxicating substances which impair the employee's ability to safely perform the assigned duties, shall not be allowed on the job while in that condition. Employees with a Commercial Drivers License or Hazardous Materials Endorsement and will be using these licenses to perform safety sensitive functions within their job descriptions shall be subject to the Department of Transportation (DOT) controlled substances and alcohol testing rules.
5. Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well being of the employees shall be prohibited.
6. Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
7. No one shall knowingly be permitted or required to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or others to injury.
8. Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined that it is safe to enter.
9. Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the foreman or superintendent.

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10. Crowding or pushing when boarding or leaving any vehicle or other conveyance shall be prohibited.
11. Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from their supervisor.
12. All injuries shall be reported promptly to the supervisor or department manager so that arrangements can be made for medical or first aid treatment.
13. When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.
14. Inappropriate footwear or shoes with thin or badly worn soles shall not be worn.
15. Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.
16. Employees shall cleanse thoroughly after handling hazardous substances, and follow special instructions from authorized sources.
17. Hod carriers should avoid the use of extension ladders when carrying loads. Such ladders may provide adequate strength, but the rung position and rope arrangement make such climbing difficult and hazardous for this trade.
18. Work shall be so arranged that employees are able to face ladder and use both hands while climbing.
19. Gasoline shall not be used for cleaning purposes.
20. No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists, and authority for the work is obtained from the foreman or superintendent.
21. Any damage to scaffolds, falsework, or other supporting structures shall

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- be immediately reported to the foreman and repaired before use.
22. All tools and equipment shall be maintained in good condition.
  23. Damaged tools or equipment shall be removed from service and tagged "DEFECTIVE."
  24. Pipe or Stillson wrenches shall not be used as a substitute for other wrenches.
  25. Only appropriate tools shall be used for the job.
  26. Wrenches shall not be altered by the addition of handle-extensions or "cheaters."
  27. Files shall be equipped with handles and not used to punch or pry.
  28. A screwdriver shall not be used as a chisel.
  29. Wheelbarrows shall not be pushed with handles in an upright position.
  30. Portable electric tools shall not be lifted or lowered by means of the power cord. Ropes shall be used.
  31. Electric cords shall not be exposed to damage from vehicles.
  32. In locations where the use of a portable power tool is difficult, the tool shall be supported by means of a rope or similar support of adequate strength.
  33. Only authorized persons shall operate machinery or equipment.
  34. Loose or frayed clothing, or long hair, dangling ties, finger rings, etc., shall not be worn around moving machinery or other sources of entanglement.
  35. Machinery shall not be serviced, repaired or adjusted while in operation, nor shall oiling of moving parts be attempted, except on equipment that is designed or fitted with safeguards to protect the person performing the work.
  36. Where appropriate, lock-out procedures shall be used.

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37. Employees shall not work under vehicles supported by jacks or chain hoists, without protective blocking that will prevent injury if jacks or hoists should fail.
38. Air hoses shall not be disconnected at compressors until hose line has been bled.
39. All excavations shall be visually inspected before backfilling, to ensure that it is safe to backfill.
40. Excavating equipment shall not be operated near tops of cuts, banks, and cliffs if employees are working below.
41. Tractors, bulldozers, scrapers and carryalls shall not operate where there is possibility of overturning in dangerous areas like edges of deep fills, cut banks, and steep slopes.
42. When loading where there is a probability of dangerous slides or movement of material, the wheels or treads of loading equipment, other than that riding on rails, should be turned in the direction which will facilitate escape in case of danger, except in a situation where this position of the wheels or treads would cause a greater operational hazard.

Each employee shall be given a copy of the Code of Safe Practices. The employee shall study and become knowledgeable with these practices and additional practices that apply to his or her duties. Employees shall obey all safety rules.

### **SAFE PRACTICES AND OPERATING PROCEDURES**

- A. General Practices
- B. Hand Tool Safety
- C. Fire Safety
- D. Grinder Safety
- E. Material Handling Safety
- F. Operations and Care of Heavy Construction Equipment

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- G. Roll-Over Protection (ROPS) and Seatbelts
- H. Haulage and Earth Moving Equipment
- I. Highlift Trucks
- J. Vehicle-Mounted Elevating Work Platforms
- K. Cranes
- L. Mobile Hydraulic Cranes
- M. Slings
- N. Excavations, Trenches, and Earthwork
- O. Confined Spaces
- P. Traffic Control for Public Streets and Highways
- Q. Maintenance Shops (Auto Repair)
- R. Maintenance Shops (Woodworking Operations)
- S. Machine Shops
- T. Office and Clerical

These practices and rules may apply either alone or in addition to the Code of Safe Practices as determined by conditions or operations. Additional safe work practices may be found in the American Water Works Association's *Safety Practices for Water Utilities* (AWWA M3).

### **A. General Practices**

1. Employees must enter, leave and conduct themselves at all times in an orderly manner while on company property.
2. There must be no running or horseplay.

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3. Intentional misuse of any tool, equipment or material is strictly forbidden.
4. Safety clothing, equipment, devices and guards must be used as prescribed and designated.
5. No person shall remove, displace, damage, destroy or carry off any safety device, safeguard notice or safety sign.
6. Approved eye, head and ear protection must be worn in designated areas and/or designated jobs.
7. Footwear, which is inappropriate to the extent that its ordinary use creates the possibility of foot injuries, must not be worn. Such footwear includes sandals, sneakers or gym shoes, other canvas shoes and open toe or open heel shoes.
8. Gloves must not be worn while working with or on rotating equipment such as lathes, grinding wheels, etc., without prior supervisory approval.
9. Suitable clothing must be worn at all times to ensure maximum efficiency and minimum hazard to employees.

The wearing of loose and baggy clothing including sweaters, shirt tails, shirt sleeves, etc., is forbidden around moving machinery.

10. Wrist watches, rings or other jewelry should not be worn when working with rotating equipment such as lathes, grinding wheels, etc.
11. Floor areas around machines shall be kept clean, dry and free of tripping hazards.
12. Do not oil, clean or adjust a machine unless the power is shut off and locked out.
13. Keep fingers away from points of operation on machines, such as cutters, saws, drills, etc.
14. Turn off power on machines before attempting to remove stuck or jammed pieces of material.
15. If a machine is to be repaired, it must be locked in the "off" position during

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repair and physically disconnected from its source of power. Caution signs with appropriate wording must also be placed on the machine controls.

16. Do not operate any machine unless safeguards are in place and working properly. Machine guards may be removed only to make necessary adjustments and repairs and must be replaced before the machine is again put back into operation.
17. Be cautious in the use of compressed air. Compressed air should not normally be used for cleaning clothing and equipment. If this is done at all, it must be done with no more than 10 pounds of line pressure.
18. Good housekeeping should be uppermost in the minds of all employees.
  - a. Keep floors, aisles, work areas and exits clean and clear at all times.
  - b. Tripping hazards such as air hoses, nuts, bolts, nails, screws, pieces of wire and other extraneous material should be picked up.
  - c. Oil and water spots on floors should be cleaned up immediately.
  - d. Tools and other materials should be kept in their designated places.

### **B. Hand Tool Safety**

1. Use the proper tool for the job.
2. While chipping, protect yourself and others from flying chips.
3. Do not pound on a screwdriver handle unless it is designed for such use.
4. Avoid holding work in your hand when using a screwdriver, as it may slip and cause a severe stab wound.
5. When possible, use a box wrench instead of an open-end wrench.
6. Use adjustable wrenches only when necessary.

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7. Keep burrs off the handles of all tools.
8. Use only tools that have properly fitted handles.
9. Never use a mushroom-headed tool.
10. Keep tools clean and grease free.
11. Do not use a file as a pry bar.
12. Be sure work is properly secured in the vise or on the bench.
13. Portable Electric Tools

Many portable, hand-held electric drills and other electric motor tools have exposed, non-current carrying, metal parts, which are likely to become energized in case of an internal short. In the past, this has resulted in the electrocution of workers. To prevent this, such tools must be grounded or be double insulated. The grounding contact in the receptacle must also be attached to a continuous ground.

### **C. Fire Safety**

1. Observe the "no smoking" rule around accumulations of dust and other flammable materials such as paint thinners, solvents, alcohol, gasoline, etc.
2. Only small amounts of gasoline, paint thinner, etc., may be kept in the work area and only in approved safety cans -- all cans should be labeled.
3. Spills of flammable materials shall be cleaned up at once.
4. Access to fire extinguishers and other fire equipment must be kept clear at all times.
5. Current certification on fire extinguishers should be maintained.

### **D. Grinder Safety**

1. Wear eye protection at all times when grinding.

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2. Make sure that all guards are in place and that the tool rest is positioned within 1/8 inch of the grinding wheel and 1/8 inch of the top tongue guard.
3. Stand out of the rotation path when starting and using the grinder.
4. Use only the face of the wheel for grinding, unless the wheel is designed for side grinding.
5. Do not strike the wheel suddenly or use excessive pressure.
6. The hood guard that covers the spindle end, nut, and flange projections shall not be removed.

### **E. Material Handling Safety**

1. Lift the safe way -- keep the body upright. Lift with the leg muscles and not with the back. Always secure help when lifting heavy objects.
2. Wear hand pads or gloves when handling sharp or rough objects.
3. Keep floors free of tripping hazards.
4. Remove all projecting nails from barrels, crates, wood boards and other objects where they might cause injuries.
5. Safety shoes should be worn at all times when feet are subject to injury.

### **F. Operation and Care of Heavy Construction Equipment**

No employee shall operate any vehicle; piece of construction equipment or machine unsupervised until his or her skills and proficiency in the use of such device is adequate.

1. Repairs must not be made to powered equipment until workers are protected from movement of the equipment or its parts.
2. Wherever mobile equipment operation encroaches upon a public thoroughfare, a system of traffic controls must be used.
3. Flaggers (wearing high-visibility vests) are required at all locations where barricades and warning signs cannot control the moving traffic.

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4. Vehicles used to transport employees must have adequate exterior lighting and be equipped with seatbelts.
5. Equipment (and systems) must be checked for proper operation at the beginning of each shift.

### **G. Rollover Protection (ROP) and Seatbelt**

Where rollover protection devices have been installed on Off Road Work Machines, seat belts must be provided and employees shall be instructed in their use.

### **H. Haulage and Earth Moving Equipment**

1. All construction equipment must be equipped with manually operated warning devices.
2. All equipment operating in areas where backward movement is hazardous must be equipped with an automatic back-up alarm or its equivalent.
3. Every piece of equipment with a body or haulage capacity of 2.5 cubic yards or more (which is used to haul dirt, rock, concrete or other construction material) shall be equipped with a warning device that starts operating immediately when the equipment is shifted into reverse.
4. Haulage vehicles in operation must be under operator control and must be kept in gear when descending grades.
5. The brakes on a haulage vehicle must meet the criteria specified by the Construction Safety Orders, Section 1591(c).
6. The control devices on a haulage vehicle must be inspected at least once each workshift.
7. Exposed scissor points on front-end loaders must be guarded.
8. The engine must be stopped during refueling.
9. Lights are required for night operation.
10. Scrapers, carryalls, power units and hauling units, operated at over 15

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- mph, must be equipped with fenders or equivalent.
11. Vehicles loaded by cranes, shovels, loaders and similar devices must have an adequate cap or canopy for operator protection.
  12. Scrapers must have service brakes, a parking brake, and an emergency stopping system.
  13. Dust must not be allowed to seriously limit visibility.
  14. Respirators are required for drivers when air contamination becomes hazardous.

### **I. Highlift Trucks**

1. The rated lifting capacity must be posted in a location readily visible to the operator.
2. A highlift truck must not be used to elevate employees unless a platform with guardrails is provided and it is secured to the mast of the truck.
3. Employer must post and enforce a set of operating rules for highlift trucks.
4. Basic Operating Rules:
  - a. Only trained and authorized persons.
  - b. Stunt driving and horseplay are prohibited.
  - c. Employees must not ride on the forks.
  - d. Employees must never be permitted under the forks (unless the forks are blocked).
  - e. Each driver must inspect his or her forklift at the beginning of each shift.
  - f. The operator must look in the direction of travel and must not move the vehicle until all persons are clear of the vehicle.

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- g. Forks must be carried as low as possible.
- h. The operator must lower the forks, shut off the engine and set the brakes (or block the wheels), before leaving the forklift unattended (operator out of sight of or 25 feet away from vehicle).
- i. The operator must lower the forks and set the brakes when in sight of, and within 25 feet of, but off the forklift.
- j. Trucks must have their brakes set and wheels chocked, before forklifts are driven on to their beds.
- k. Extreme care must be taken when tilting elevated loads.
- l. Every industrial truck must have operable brakes capable of safely stopping it when fully loaded.
- m. Industrial trucks must have parking brakes.
- n. Industrial trucks must have an operable horn.
- o. When the operator is exposed to possible falling objects, industrial trucks must be equipped with overhead protection (canopy).

### **J. Vehicle-Mounted Elevating Work Platforms**

This is a personal-lifting aerial device, which telescopes and/or articulates and includes extendable boom platforms, aerial ladders, articulating boom platforms and vertical towers.

- 1. General
  - a. Elevated platforms must not rest on any structure.
  - b. Controls must be tested daily.
  - c. Only trained and authorized persons may operate this type of equipment.
  - d. Tying off safety belts to structures is prohibited.

## **APPENDIX B**

- e. Workers may stand only on the floor of the basket.
- f. Safety belts must be worn and attached to the boom or basket.
- g. Brakes must be set when employees are elevated.
- h. An aerial lift truck must not be moved with an elevated boom.
- i. The following information must be displayed on the device:
  - Manufacturer's name, model and serial number
  - Rated capacity
  - Operating instructions
  - Cautions and restrictions
  - Load Chart (if applicable)

Platforms must be guarded by handrails (or equivalent protection) and provided with a safety belt attachment.

### **K. Cranes**

- 1. Each crane, derrick and cableway exceeding 3 tons capacity must be certified annually by a qualified person.
- 2. All cranes must be equipped with an operable warning device controllable by the operator.
- 3. No crane shall be operated with wheels or tracts off the ground unless properly secured on outriggers.
- 4. A signal person shall be provided when the point of operation is not in full and direct view of the crane operator.

### **L. Mobile Hydraulic Cranes**

- 1. A load-rating chart must be posted at a location readily visible to the

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- operator.
2. The hydraulic hoses must be visually inspected each day for the following defects:
    - Oil leakage at flexed surfaces or couplings.
    - Blistering or deformation.
    - Oil leakage at threaded or clamped joints.
    - Excessive abrasion.
  3. Each hydraulic crane shall have the following capabilities:
    - Outriggers must be used according to certifying agency requirements.
    - Boom angle indicator (telescopic booms) must be installed.
    - Boom hoist disconnect (boom stop) must be installed.

### **M. Slings**

1. Slings and attachments must be inspected daily, for damage or defects.
2. Damaged/defective slings must be removed from service immediately.
3. Chain or wire rope slings must not be shortened by knots, bolts, or other means.
4. Sling legs must not be kinked.
5. Slings must not be overloaded.
6. Slings must be padded to protect against damage from sharp loads.
7. Suspended loads must be kept clear of all obstructions.
8. Wrought iron chains must be annealed every six months; alloy chains

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- must not be annealed.
9. Avoid operations that expose employees to overhead loads.
  10. When loads must pass over workers or occupied passageways, safety type hooks (or equivalent) must be used.
  11. Deformed or defective sling hooks and rings must not be used.

### **N. Excavations, Trenches, and Earthwork**

A permit by DOSH (Division of Occupational Safety and Health) is required before starting work on excavations five feet deep or more in which workers are required to enter before excavating. Public agencies are exempt, however outside contractors are required to obtain a permit.

1. Determine the location of underground utilities and notify all Regional Notification Centers and all known owners of underground facilities in the area of proposed work at least 2 days prior to the start of excavation work. An exception is made for emergency repair work to underground facilities.
2. When excavation operations approach the estimated location of underground installations, the exact location is to be determined by safe and acceptable means such as hand digging.
3. All open excavations are to be protected, supported or removed as necessary to protect employees.
4. Provide stairways, ladders, ramps or other safe means of egress in trench excavations 4 feet or more in depth so as to require no more than 25 feet of lateral travel for employees.
5. Employees exposed to public vehicular traffic shall be provided with and wear, warning vests or other garments marked with or made of reflectorized or high-visibility material.
6. No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall stand away from any vehicle being loaded or unloaded to avoid being struck by spillage or falling materials.

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7. Warning systems such as barricades, hand or mechanical signals, or stop logs shall be used to alert mobile equipment operators working near the edge of an excavation.
8. Atmospheric monitoring of excavations greater than 4 feet in depth must be conducted to test for oxygen deficiency or flammable gas when the excavations are in landfill areas or areas where hazardous materials are stored nearby. Monitoring and ventilation will be conducted as often as necessary to ensure the atmosphere is safe.
9. Employees entering deep and confined footing excavations shall wear a harness with a lifeline attached to it and shall be individually attended while in the excavation.
10. Employees shall not work in excavations in which there is accumulated water or where water is accumulating unless precautions are taken to ensure the safety and protection of the employee.
11. Employees shall not work in excavations below the level of the base or footing of any foundation or retaining wall that could be expected to pose a hazard to the employee unless a support system is provided, the excavation is in stable rock, or a registered professional engineer has determined the excavation work will not pose a danger to the employee.
12. Employees shall not work in excavations adjacent to undermined sidewalks, pavements or similar structures unless a support system to prevent collapse is installed.
13. Employees shall be protected from loose soil, rocks or materials that could fall or roll from the excavation face. Materials, equipment and spoils shall be kept at least two feet from the edge of excavations.
14. A competent person shall make daily inspections of excavations, adjacent areas, and protective systems prior to the start of work. Inspections shall be made after every rainstorm or other hazard increasing occurrence.
15. Walkways or bridges with standard guardrails shall be provided over excavations greater than 6 feet deep and wider than 30 inches where employees or equipment is permitted to cross over.
16. Physical barriers shall protect all remotely located excavations. Wells,

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pits, shafts, etc. shall be barricaded or covered. Upon completion of operations, these wells, pits or shafts shall be backfilled.

### **O. Confined Spaces**

Employees are not to enter a confined space unless they have been trained on the hazards of confined spaces and understand procedures for safe entry.

- a. All confined spaces must be identified and categorized appropriately.
- b. Never enter a confined space without testing the atmosphere, ventilating, and filling out a permit.
- c. Confined space entry procedures must be established (written) and followed.

### **P. Traffic Control for Public Streets and Highways**

1. Where a hazard exists to employees because of traffic or haulage conditions at work sites that encroach upon public streets or highways, a system or traffic control in conformance with the most recent approved "Manual of Traffic Control", published by the California Department of Transportation, shall be required so as to abate the hazard.

**Note:** Additional means of traffic control, such as continuous patrol, detours, barricades or other techniques for the safety of employees may be employed.

2. Specifications for the size and design of signs, lights and devices used for traffic control shall be as described in the "Manual of Traffic Control".
3. Employees (on foot) exposed to the hazard of vehicular traffic shall wear orange-colored jackets or vests.
  - a. Flaggers shall be utilized at construction sites where barricades and warning signs cannot control the moving traffic.

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- b. When flaggers are required, they shall be placed in relation to the equipment or operation so as to give effective warning.
- c. A warning sign shall be placed ahead of the flaggers reading: "Flagman Ahead". The distance between the sign and the flagger shall be based on the traffic speed, allowing approximately 50 feet for each 10 miles per hour.
- d. Flaggers shall wear orange, strong yellow-green, or fluorescent versions of these colored warning garments such as vests, jackets or shirts. Rainwear shall be orange, strong yellow-green or yellow.
- e. During the hours of darkness, flaggers' stations shall be illuminated in such a way that the flagger will be clearly visible to approaching traffic and flaggers shall be outfitted with reflectorized garments.
- f. Flaggers shall be trained in the proper fundamentals of flagging moving traffic before being assigned as flaggers. Signaling directions used by flaggers shall conform to the "Manual of Traffic Controls".

### **Q. Maintenance Shops (Auto Repair)**

1. Slippery Floors
  - a. Slippery floors caused by spilled oil, grease, gasoline, water, etc., are among the most common causes of accidents in the auto repair industry.
  - b. These accidents can be prevented by using good housekeeping rules. Each mechanic should be required to sweep his or her work area and clean up all spills after each job or more often if necessary.
  - c. In some shops, such as radiator repair shops, the floor may be wet and slippery most of the time due to the nature of the work. In such cases, a grating should be used which provides a friction-walking surface raised above the water level.
2. Engine Exhausts

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To protect employees from hazardous concentrations of carbon monoxide, an effective ventilation system or a provision to prevent the release of engine exhaust in the work area should be required. This is commonly handled by providing at each work location, a flexible tube, attached to the vehicle's exhaust pipe, that carries the exhausts outside the shop. Even short term exposure to engine exhausts can be hazardous. Headache, nausea, fatigue and eye irritation can result, which can affect the employee's judgement and lead to unsafe performance.

### **3. Asbestos Dust from Brake and Clutch Jobs**

The dust from brake and clutch repairs may contain asbestos, which, if inhaled, can cause very serious lung diseases. Due to the seriousness of this hazard, strict requirements have been adopted for locations where airborne asbestos fibers are produced during brake and clutch repairs.

### **4. Tire Inflation Equipment**

- a. A clip-on chuck must be used for tire inflation, which has a minimum 24-inch length hose to an in-line valve and gauge. This permits the employee to stay out of the line of trajectory in case of rim flange failure.
- b. To protect your employee while inflating a tire mounted on a split-rim or retaining ring, the tire must be placed inside a cage, rack or equivalent, if the wheel is off the vehicle.
- c. Tire inflation rules must be posted at the worksite.

### **5. Jacks**

Never work under a car, which is supported only by jacks. Always place adjustable stands or other substantial supports beneath the car so that it will not fall if the jack fails.

### **6. Flammable Liquids**

- a. Fire is an ever-present hazard in auto repair shops due to the presence of gasoline and other flammable liquids. Flammable

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liquids must be kept in covered containers when not in use. The containers must be identified so that they can be distinguished from those containing non-flammable liquids.

- b. Gasoline or other flammable liquids are not to be used for cleaning. Liquids such as Stoddard solvent, kerosene or diesel fuel are much safer to use for cleaning parts and don't require the elaborate ventilation system necessary when flammable liquids are used.

### **7. Changing and Charging Storage Batteries**

- a. Employees working with batteries to measure the specific gravity or handle the electrolyte must wear safety glasses or shields, which provide front and side protection. A splash of electrolyte in the eye can cause permanent damage. Clean water must be available for flushing contaminated eyes and body parts.
- b. Battery charging areas must be well ventilated because batteries, during charging, release flammable gases, which can explode and burn. For the same reason, open flames, sparks or electric arcs must not be permitted in battery charging areas.

### **8. Automotive Lifts**

- a. For your safety, the Division requires all automotive lifts be built to accepted standards. Each lift must also have a nameplate which shows the State Approval Number or a statement to the effect that it complies with ANSI B-153, I-1974 if installed before November 1976. New lifts installed after August 17, 1994 shall be constructed, maintained, and used in accordance with the provision of ANSI/ALI B153.1-1990.
- b. This only assures that the lift met these standards when it was new. In order to make sure it remains safe, it must not be overloaded or improperly used and it must be maintained in a safe condition. The oil level on all hydraulic lifts must be checked periodically.

### **9. Paint Spray Booths**

- a. Paint spray booths must have adequate ventilation systems.

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These systems must dilute flammable vapors to less than 20% of their lower explosive limit. The lower explosive limit is the leanest mixture of the flammable vapor in air, which will ignite.

- b. It is also necessary that all metal parts of the spray booths and exhaust systems, as well as any conductive object being sprayed, are grounded. These grounding requirements are to prevent sparks caused by static electricity from igniting flammable vapors. Unless specifically designed otherwise, airless, high-pressure spray guns must also be grounded. In addition, no source of ignition is permitted within 20 feet of the spray booth opening.
- c. Respirators must be worn by spray booth operators any time they are downstream from the object begin sprayed.

### **10. Belt and Pulley Drives**

- a. All v-belt and pulley drives within 7 feet of the floor must be guarded (fully enclosed) to prevent employees from getting their hands or clothing caught in them.
- b. If there is an air compressor in your shop which starts automatically, it must have a warning sign on it stating that it starts without warning.

### **11. Service Pits**

All service pit openings must be protected by guardrails or covered when not in use.

### **12. Guardrails**

All elevated work platforms or storage platforms more than 30 inches above the floor must be guarded by standard guardrails on all exposed sides. The guardrails must also have toeboards, if the platform is 6 feet or more above an area where employees normally work or pass. The lack of a toeboard could create a hazard from falling tools, materials or equipment.

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### R. Maintenance Shops (Woodworking Operations)

#### 1. General

- a. All machines should be constructed and maintained so that, while running at full or idle speed and with the largest cutting tool attached, they are free of excessive noise and vibration.
- b. The machines should be constructed, so that a tool not designed for use on that machine cannot be mounted to it.
- c. All arbors and mandrels should be constructed so that they have firm and secure bearings and are free from slip or play.

#### 2. Electrical

- a. All of the metal framework on electrical powered machines is to be grounded, including the motor.
- b. All power-driven machines are to be equipped with an electric disconnect or valve which can be locked in the **OFF** position for maintenance, repair, or security. The switch or valve must automatically return to the off position if there is an interruption to the main power supply. Upon return of the power, the switch should need to be reset manually to the **ON** position.
- c. No employee shall operate any power-driven machine or device until his or her supervisor has given him/her thorough instructions on its operations and alerted him/her to the machine's or the device's hazard zone.
- d. Every machine must have an **OFF** switch conveniently located for the operator's use. A foot control can be provided as an emergency control. On some machines, it may be desirable and sometimes required to have a brake (often an electrical one) to stop the mechanism after the power is shut off.

#### 3. Guards

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- a. All belts, shafts, gears and other moving parts must be fully enclosed or safeguarded so that the worker cannot touch them. If there are moving parts in the back (i.e., the side away from the workers), these parts must be covered or the area closed to prevent entry.
  - b. Because most woodworking operations involve cutting, it is often difficult, although necessary, to provide guards at the points of operation. On most machines, the point-of-operation guard must be movable to accommodate the wood; balanced so as not to impede the operation and strong enough to provide protection to the operator.
  - c. Under no circumstance shall a machine guard be removed, blocked off, or otherwise rendered inoperable.
  - d. Under no circumstance shall a woodworking machine be operated without all guards in place.
4. Environment
    - a. All machines, except portable or mobile ones, must be securely fastened to the floor or other suitable foundation to eliminate all movement or "walking".
    - b. There should be ample space around the machine.
    - c. Floors should be well maintained to prevent splintering conditions and protruding nails. Floors should be kept even and free from holes and other irregularities. The work area floor near the machines should have a non-slip surface. Aisleways should be marked by paint and other markings.
    - d. Adjustments to the machine while running should be forbidden. When possible, work should be scheduled to avoid frequent adjustments of the machines and alterations of the guards.
    - e. Periodic inspections should be made every six months, depending on the usage of each machine. This includes the infeed and outfeed, the temporary storage and the activity areas.

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- f. The machine should be located to receive natural and artificial illumination. Generally, 50 foot-candles will be needed for work, but fine work may require 100 foot-candles or more. There should be no shadows or reflected glare.
- g. The working surfaces of the machines should be at a height that will cause a minimum amount of fatigue during operation. Adjustments should be made if the worker is taller or shorter than average. All accessory or feed tables should be at the same height as the working surface.

### 5. Materials Handling

- a. The machine layout should encourage an even flow of materials, and backtracking and crisscrossing should be kept to a minimum. Operators should not have to stand in or near aisles.
- b. The machines should be arranged so that the material handled by the operator and others requires a minimum of movement and change in heights. This applies to both incoming supply and outgoing stock.
- c. Provision must be made for the removal of sawdust and scrap so that they do not accumulate. A dust collection or other automatic vacuum system is desirable and even required in some instances.
- d. The working surface should be kept free from scrap and other waste.
- e. Push sticks must be used when feeding short or narrow pieces of wood stock through a saw.

### 6. Inspection

- a. The operator shall make an inspection of his or her machine prior to each start. This should include a check of operating controls, safety devices, power drives, sharpness of cutting edges, and other parts which are to be used.
- b. All cutting edges and tools must be kept sharp at all times. They must be properly adjusted and firmly secured.

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### **7. Health**

- a. If the operation tends to be noisy, sound level measurements should be taken. When sound levels exceed the permissible limits of Cal-OSHA, a hearing conservation program must be developed and administered by management.
- b. The amount of finely divided dust which occurs in many operations should be measured. Fine dust may be a health problem and can also be the cause of an explosion or fire.

### **8. Personal Protective Equipment**

- a. All individuals in machine areas should wear safety glasses or face shields.
- b. All workers should wear close-fitting apparel without rings, bracelets, or other jewelry, which may become entangled in moving machinery. Loose sleeves or other loose clothing also poses the same danger.
- c. Hair nets or caps should be worn to keep long hair out of moving parts and gloves or handpads can be worn to protect hands from splinters and rough lumber. However, gloves should not be worn if there is a chance of being caught by the moving parts on the machines, the rotating stock, etc.
- d. Safety shoes should be worn when handling heavy material or when there is danger of foot injury.

## **S. Machine Shops**

### **1. Definition**

Machines include all power-driven machines, not portable by hand, used to shape or form metal by cutting, impact, pressure, electrical techniques or a combination of these processes. Grinders, buffers, and similar machines are included in this definition.

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### 2. General Safety Rules

- a. Operation, adjustment, and repair of any machine must be restricted to experienced and trained personnel or apprentices under "close" supervision.
- b. Safe work procedures must be established, with short-cuts and chance-taking prohibited.
- c. Supervisors must be responsible for the enforcement of this policy and for making certain that no deviation from the safety rules is permitted.
- d. A tool rack should be provided for the convenience of the operator, repair, and maintenance personnel. All wrenches and tools needed for normal operations and adjustments should be included as standard equipment.
- e. Each machine must have a disconnect switch which can be locked in the **OFF** position, to disconnect the machine from the power source.
- f. Maintenance or repair should be permitted on any machine only after its disconnect switch has been shut off, padlocked in the **OFF** position and tagged.
- g. Machines should never be left running while unattended.
- h. Operators should not wear jewelry or loose-fitting clothing, especially loose sleeves or cuffs of shirts or jackets and neckties. Long hair, which could be caught by moving parts, should be covered.
- i. All operators should wear eye protection, as should others in the area, such as inspectors, stock handlers and supervisors.
- j. Throwing refuse or spitting in the machine coolant should not be allowed -- such actions foul the coolant.
- k. Manual adjusting and gauging (caliper) of work should not be permitted while the machine is running.

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- I. Operators should use brushes, vacuum equipment, or special tools for removing chips.
- m. Operators should use the proper hand tools.
- n. Compressed air or other compressed gases in excess of 10 pounds per square inch, should not be used to blow dirt, chips, or dust from clothing or hair. Brushes and/or vacuum equipment provide a less dangerous method.
- o. Baffles should be placed around each machine so that employees from other machines or areas are not endangered.
- p. Because most machine operations involve the handling of heavy stock or heavy machine parts, such as face plates, chucks, etc., every operator should wear safety shoes.
- q. Splash guard shields, and other means should be considered to minimize the exposure of cutting oils to the workers, which may cause skin irritation. Personal hygienic measures by the employee will also tend to minimize skin irritation.

### **T. Office and Clerical**

- 1. Good housekeeping is a vital safety measure. Keep your office and work area neat and orderly.
- 2. Store materials in cabinets or rooms designated for that purpose, and keep them orderly.
- 3. Heavy objects should be stored near floor levels.
- 4. Furniture and equipment that is defective must be removed from service and reported to your supervisor immediately.
- 5. Do not leave chairs, wastebaskets, cords, and other articles in aisles where they constitute a tripping hazard.
- 6. File cabinets, desk drawers, cabinet doors, and furniture extensions must be kept closed when not in use.

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7. No more than one drawer of a file cabinet may be kept open at the same time.
8. Place the heaviest load in lower file cabinet drawers.
9. When closing a drawer, grasp the handle to avoid finger injuries.
10. Do not use common or sharp pointed pins for fastening paper together. Use staples or other approved fasteners.
11. Broken glass should be wrapped in paper, labeled "broken glass," and placed in a wastebasket or in a special container provided for this purpose.
12. Use only approved ladders or step stools to reach material on high shelves or other similar locations. The use of office furniture in place of stepladders is prohibited.
13. Paper cutters should be of safe construction and kept in good condition. Use these two common-sense precautions: keep your fingers away from the knife; keep the knife in the down position when not in use. Loose springs or guards should be repaired immediately.
14. When using or refilling staplers, keep fingers away from the operating parts.
15. Electrical equipment used in offices must be properly grounded or double insulated to prevent shock. Use approved three-conductor extension cords with a ground.
16. All electrical devices must be inspected for safety prior to use and periodically thereafter.
17. Electrical cords that are badly worn or damaged must be repaired or discarded. Electrical cords may not be spliced.
18. Materials and supplies may not be stored in a manner that will block access to electrical panels.
19. Machines with exposed moving parts or hot surfaces must have appropriate guards in place.

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20. Flammable liquids must be stored in approved metal containers, properly labeled, and kept away from heat.
21. Incompatible substances must not be stored in close proximity to each other.
22. Caution should be taken in the use and storage of knives, scissors, letter openers, and other sharp-pointed objects.
23. Turn on lights before entering a dark room or dark corridor.
24. To avoid falling, do not tilt back in a straight chair or lean back too far in a swivel chair.
25. Protruding nails should be removed or bent down.
26. All employees should be aware of emergency procedures for their work areas with respect to fires, bomb threats, and emergency exits.
27. All aisles, hallways, and stairways must be clean of obstructions.
28. Do not read while walking.
29. Never run in halls or offices.
30. Cables, extension cords, etc., must not be strung across surfaces where people may walk without proper walkover protection.
31. Keep to the right when walking in hallways, especially at doorways and blind corners.
32. Use caution when approaching doors that swing toward you.
33. When working directly behind a closed door, lock it.
34. All office machinery and equipment must be adequately secured.
35. Request help when lifting or moving heavy office supplies and equipment.
36. Never carry a load of such size that it reduces your visibility, especially when going up or down stairs.

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37. Employees must use extra caution when going up or down stairs. Use the handrail at all times.
38. Report any hazards to your supervisor for correction.
39. Torn carpets, loose or curled mats, liquids spilled on floors, inadequate lighting, failure of lights, or any condition that could cause tripping or slipping should be reported immediately to your supervisor for correction.
40. Fire protection cabinets should be placed away from doors or passageways so they do not interfere with the office or work area exits.

**SAN JUAN WATER DISTRICT  
Alcohol and Controlled Substances Testing Program  
For Commercial Drivers**

**I. INTRODUCTION**

**A. Purpose**

The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and controlled substances (drugs) testing of safety-sensitive employees in the aviation, motor carrier, railroad and mass transit industries.

Pursuant to that authority, the Federal Highway Administration (FHWA) has issued rules requiring alcohol and drug testing of persons who are required to have a commercial driver's license.

This alcohol and controlled substances testing program has been developed by San Juan Water District in order to implement and comply with Federal Regulations.

**B. Education and Training**

**1. Employees**

The San Juan Water District shall provide all employees with information regarding alcohol and substance misuse.

Materials provided shall instruct employees about alcohol and/or drug misuse; its effects on an individual's health, work, and personal life; the signs and symptoms of alcohol and/or drug misuse; and available intervention methods when alcohol or drug misuse is suspected.

All employees are encouraged to recognize and confront alcohol and/or drug misuse in themselves or others, and to seek rehabilitation and treatment service when warranted.

Drivers subject to this alcohol and drug testing program shall individually receive a copy of this program prior to the start of alcohol or drug testing, or promptly upon initial employment and before performing any safety-sensitive functions. Drivers subject to alcohol and drug testing are required to sign a statement acknowledging receipt of this program.

**2. Supervisors**

All supervisors shall receive the information provided to employees regarding alcohol and controlled substance misuse.

Supervisors designated to determine whether reasonable suspicion exists to require a driver to undergo alcohol or drug testing shall also receive at least 60 minutes of training on alcohol and substance misuse, including physical, behavioral, speech and performance indicators of probable substance abuse.

C. **Program Information**

Any questions regarding alcohol and/or drug use, or this alcohol and drug testing program should be directed to:

Mary Morris  
Finance and Administrative Services Manager  
San Juan Water District  
9935 Auburn Folsom Road  
Granite Bay, CA 95746  
(916) 791-0115

D. **Definitions**

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

Commercial Motor Vehicle (CMV) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
2. Has a gross vehicle weight rating of 26,001 or more pounds;
3. Is designed to transport 16 or more passengers, including the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).
  - a. Confirmation Test. For alcohol testing means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For

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controlled substances testing means a second analytical procedure to identify the presences of a specific drug or metabolite which is independent of the screening test and which uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

DOT means an agency (or “operating administration”) of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing in accordance with Federal regulations.

Driver means any person who operates a CMV. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a CMV at the direction of or with the consent of an employer. For the purpose of pre-employment/pre-duty testing only, the term driver includes a person applying to an employer to drive a CMV.

Employer means the San Juan Water District. The term employer includes the District's agents, officers and representatives.

Safety-sensitive functions include all functions performed by a driver during on-duty time, including:

1. All time at a carrier or shipper plant, terminal, facility, or other property, waiting to be dispatched, unless the driver has been relieved from duty by the company;
2. Inspecting vehicle equipment, or otherwise servicing, or condition any CMV at any time;
3. Driving a CMV (all time spent at the driving controls of a CMV in operation);
4. All time, other than driving time, in or upon any CMV except time spent resting in a sleeper berth;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;

## **APPENDIX C**

6. All time spent performing driver requirements relating to accidents; and
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Screening test (also known as initial test). In alcohol testing, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate 'negative' urine specimens from further consideration.

Substance Abuse Professional (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with the knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

## **II. EMPLOYEES SUBJECT TO ALCOHOL AND CONTROLLED SUBSTANCE TESTING**

### **A. Employees subject to testing**

Rules adopted by the FHWA apply to every person who operates a CMV requiring a commercial driver's license (CDL), as defined by Federal law.

The San Juan Water District has determined that employees in the following positions are commercial drivers performing safety-sensitive functions under Federal regulations:

Distribution Operators I, II & III (with Class A or B license)  
Distribution Foreman  
Lead Workers  
Mechanic  
Utility Coordinator

### **B. Requirement of testing**

All drivers employed in the foregoing positions are required to submit to alcohol and drug testing in accordance with this program.

**III. PROHIBITIONS**

**A. Prohibited Conduct**

1. No driver shall report for duty or remain on duty for performance of safety-sensitive functions having an alcohol concentration of 0.04 or greater.
2. No driver shall be on duty or operate a CMV while possessing alcohol, unless it is manifested as a part of a shipment.
3. No driver shall use alcohol while performing safety-sensitive functions.
4. No driver shall perform safety-sensitive functions within 4 hours after the use of alcohol.
5. No driver who is required to take a post-accident alcohol test may use alcohol for 8 hours following the accident or until the driver undergoes the alcohol test, whichever comes first.
6. No driver shall refuse (see Section IV.F, below) to submit to alcohol or drug testing required by this program.
7. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, unless the use is pursuant to instructions from a physician who has advised the driver that use will not adversely affect the driver's ability to safely operate a CMV.
8. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances.

**B. Other Restricted Conduct**

No driver test and found to have an alcohol concentration of 0.02 or great but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period by not less than 24 hours following administration of the test.

**IV. TESTING PROCEDURES**

**A. Drivers are required to submit to testing for the following substances**

1. Alcohol

2. Marijuana (cannabinoids)
  3. Cocaine
  4. Opiates (including heroine, morphine, codeine, medicinal narcotics)
  5. Amphetamines (racemic amphetamine, destroamphetamine, methamphetamine)
  6. Phencyclidine (PCP)
- B. **Drivers shall be subject to testing under the following circumstances**
1. **Pre-employment**  
Prior to the first time a driver performs safety-sensitive functions for an employer, the driver shall undergo testing for alcohol and drugs. No employer shall allow a driver to perform safety-sensitive functions unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a drug test result from the medical review officer indicating a verified negative test result. If a pre-employment alcohol test result indicates an alcohol content of 0.02 or greater but less than 0.04, the driver shall not be permitted to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period not less than 24 hours following administration of the test.
  2. **Random**  
A sufficient number of drivers shall be selected for alcohol and drug testing during each calendar year to equal an annual rate not less than the minimum annual percentage rates determined by the FHWA.  
  
Selection of drivers for random alcohol and drug testing shall be made by a scientifically valid method, such as a random number table of a computer-based random number generated that is matched with driver's Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Each driver shall have an equal chance of being tested each time selections are made.
  3. **Reasonable Suspicion**  
A driver shall be required to submit to an alcohol or drug test when the employer has reasonable suspicion to believe that the driver has engaged in any conduct prohibited by this program. The

## APPENDIX C

employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol or drug test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The mere possession of alcohol alone shall not constitute reasonable suspicion for testing.

4. Post-accident

As soon as practicable following an accident involving a CMV, a driver shall submit to tests for alcohol and drugs whenever:

- a. The accident involved the loss of human life;
- b. The accident involved a serious injury requiring medical treatment away from the accident scene;
- c. The driver receives a citation under state or local law for a moving traffic violation arising from the accident; or
- d. The driver's performance cannot be ruled out as a contributing factor to the accident, as determined by the employer based upon the information available at the time of the accident.

5. Return-to-duty

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in any conduct prohibited under Section III.A of this program, the driver shall undergo a return-to-duty alcohol and/or drug test with a result indicating an alcohol concentration of less than 0.02, and/or a verified negative result for drugs.

6. Follow-up

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol or drug misuse, the driver shall be subject to unannounced follow-up alcohol and/or drug testing as directed by a SAP. Follow-up testing shall be conducted at least 6 times in the first 12 months following a driver's return to duty. Follow-up testing may be extended for a period not to exceed 60 months, and may be terminated at any time after the first 6 tests, as determined by the SAP.

- C. Drivers shall be subject to alcohol and drug testing while performing, just before performing, or just after performing safety-sensitive functions. Testing time will be considered work time for purposes of compensation.

**D. Alcohol and Drug Testing Procedures**

1. Alcohol and drug testing will be conducted only by a Department of Health and Human Services (DHHS) certified laboratory in accordance with testing procedures prescribed by Federal regulations (49 CFR Part 40).
2. Alcohol Testing
  - a. Screening and confirmation testing for alcohol shall be by means of breath sample analysis using an evidential breath testing device (EBT).
  - b. Testing shall be conducted by a breath alcohol technician (BAT) trained to proficiency in the operation of the EBT.
  - c. Testing shall be conducted in a location that affords visual and aural privacy sufficient to prevent unauthorized persons from seeing or hearing test results.
  - d. When the driver enters the testing location, the BAT will require the driver to provide positive identification. Upon request, the BAT shall provide positive identification to the employee.
  - e. the BAT and driver shall complete the breath alcohol testing form. Refusal by the driver to sign the certification on the form shall be regarded as a refusal to take the test.
  - f. An individual sealed mouth piece shall be opened in view of the driver and attached to the EBT by the BAT.
  - g. The BAT shall instruct the driver to blow forcefully into the mouthpiece for at least 6 seconds or until an adequate amount of breath has been obtained.
  - h. In any case in which the result of the initial screening test is less than 0.02, no further testing is authorized, and the BAT shall transmit the result to the employer in a confidential manner.
  - i. If the result of the screening test is 0.02 or greater, a confirmation test shall be performed.

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- j. The BAT shall instruct the driver not to eat, drink, put any object in the driver's mouth, and, to the extent possible, not belch during the waiting period before the confirmation test. The confirmation test shall be conducted no sooner than 15 minutes and no later than 20 minutes after completion of the screening test.
- k. Before the confirmation test, the BAT shall ensure that the EBT registers 0.00 on an air blank.
- l. In the event the screening and confirmation test results are not identical, the confirmation test result is deemed to be the final result.
- m. A test shall be invalid under the following circumstances:
  - 1. The EBT produces an external calibration result that exceeds tolerances;
  - 2. The BAT does not wait 15 minutes between the initial and confirmation tests;
  - 3. An air blank of the EBT prior to the confirmation test is not performed or exceeds 0.00;
  - 4. The BAT fails to properly sign the testing form;
  - 5. The BAT fails to note the driver failed or refused to sign the testing form;
  - 6. The EBT fails to print a confirming test results; or
  - 7. The sequential test numbers on the EBT and testing form are not the same.

3. Drug Testing

- a. Screening and confirmation testing for drugs shall by means of urine specimen analysis using the "split sample" method of collection.
- b. The collection site shall be a secure location having an enclosure in order to prevent unauthorized access which could compromise the integrity of the collection process or specimen. The specimen shall remain under the direct control of the collection site person from delivery to its being

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sealed in a mailer. The collection site person shall have only donor under his or her supervision at any time. In the exceptional event where there is an immediate requirement for specimen collection, a public rest room may be used in accordance with Federal regulations.

- c. Procedures for collection of urine specimens shall allow for individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen where:
  - 1. The driver presents a urine specimen that falls outside the normal temperature range as determined by Federal regulations;
  - 2. The last urine specimen provided by the driver was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L;
  - 3. The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample; or
  - 4. The driver has previously been determined to have used a controlled substance without medical authorization and the particular test being conducted is for the follow-up testing.
- d. Upon arrival at the collection site, the collection site personnel shall ensure that the individual is positively identified as the driver selected for testing. Upon request, collection site personnel shall show identification to the driver.
- e. The collection site person shall ask the driver to remove any unnecessary outer garments and ensure that all personal belongings remain with the out garments.
- f. The driver shall wash and dry his or her hands prior to providing a specimen, remain in the presence of the collection site person, and not have access to any materials which could be used to adulterate the specimen.

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- g. The collection site person shall provide the driver with a collection container and the driver shall provide at least 45 ml of urine.
  - h. The specimen shall be divided into primary (30 ml) and split (at least 15 ml) samples which shall be shipped in a single container with the chain of custody form to the laboratory.
4. The initial test of a specimen shall be by immunoassay using the initial cutoff levels prescribed by Federal regulation. Specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry techniques at cutoff levels prescribed by Federal regulations.
  - a. The laboratory shall report test results to the Medical Review Officer (MRO) within an average of 5 working days after receipt of the specimen.
  - b. The MRO shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review confirmed positive test results to determine whether there is an alternative medical explanation for the result. The MRO shall attempt to contact the driver to discuss the test result. The MRO may review the driver's medical history or any other relevant biomedical factors. If the MRO concludes there is a legitimate explanation for the result, the MRO shall declare the result negative.
  - c. If the test result of the primary specimen is verified positive, the MRO shall notify the driver that he or she has 72 hours within which to request the MRO to direct the split specimen be tested in a different DHHS-certified laboratory.
  - d. If the result of the split specimen fails to reconfirm the result of the primary specimen, the MRO shall cancel the test, and report the cancellation and the reasons for it to the employer, driver and DOT.
  - e. Following verification of a positive test result, the MRO shall refer the case to the District's Finance and Accounting Manager for further action.

**E. Refusal to Submit to Testing**

A driver shall be deemed to have refused to submit to alcohol or drug testing in violation of this program whenever the driver:

## APPENDIX C

1. Fails to provide an adequate breath sample for alcohol testing without a valid medical explanation after the driver has received notice of the requirement of breath testing;
2. Fails to provide an adequate urine sample for drug testing without a valid medical explanation after the driver has received notice of the requirement for urine testing;
3. Engages in conduct that clearly obstructs the testing process; or
4. Is subject to post-accident testing and fails to remain readily available for such testing.

### F. **Confidentiality**

Driver alcohol and drug testing records are confidential and may only be released to the employer and a SAP. Any other release of this information may only be made with the employee's written authorization or, in accordance with Federal regulations, to a DOT agency or to the decision maker in any arbitration, litigation or administrative proceedings arising from a positive alcohol or drug test.

## V. CONSEQUENCES

### A. **Administrative Action**

#### 1. Applicants

The District reserves the right to not employ an employee and applicant with a pre-employment test resulting indicating an alcohol concentration equal to or greater than 0.02, or a verified positive test result for drugs.

#### 2. Employees

A driver determined by the employer to have engaged in any conduct prohibited under Section III.A of this program shall be immediately removed from performing any safety-sensitive functions.

Any driver who engages in such prohibited conduct shall be evaluated by a SAP who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol or drug misuse.

Any driver who is relieved from performing safety-sensitive functions under any of the conditions set forth in Sections

III.A or III.B of this program shall be placed on unpaid leave until such time as the employee meets the requirements of this program and returns to duty, or is dismissed.

B. **Disciplinary Action**

A driver determined by the employer to have engaged in any conduct prohibited under Section III.A of this program shall be subject to disciplinary action up to and including dismissal as determined by the District.

**VI. TREATMENT/REHABILITATION PROGRAM**

An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

**Positive Controlled Substance and/or Alcohol Test**

A Rehabilitation Program is available for safety-sensitive employees who have tested positive for a prohibited substance on a one time basis only. An employee will be immediately terminated on the occurrence of a second verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee.

When recommended by the SAP, participation and completion of the rehabilitation program is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years.

**Voluntary Admittance**

All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up test within a 36 month period will result in termination from employment.

## **APPENDIX C**

Participants in the rehabilitation program may use accumulated sick leave, vacation and floating holidays, if any.

### **VII. SEVERABILITY**

If any provisions of this document or the application of any such provisions to any person or circumstance shall be held invalid by a State or Federal Court, the remainder of this document shall also be held invalid. To this end, the Board of Directors of the San Juan Water District reserve the right to draft a new resolution that reflects any Constitutional restraints placed on public agencies having drug policies.





# PROPOSED

# PERSONNEL MANUAL

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**APPENDIX B - Water Treatment Plant Operator Memorandum of Understanding**

# DISTRICT MISSION

Ensure the delivery of a reliable water supply of the highest quality at the lowest reasonable price

# DISTRICT GOALS

- Ensure Water Supply Reliability
- Optimize Operations and Delivery for High-Quality and Reliable Water
- Ensure Customer Service through Consistent Access and Timely Responsiveness
- Operate the District Sustainably and in a Financially-Sound Manner while maintaining a fair rate structure
- Provide a Capable High-Quality Work Force and Ensure a Safe Work Environment



## FORWARD

### Welcome From the General Manager

Welcome to the San Juan Water District! We believe our people are the key to our success and are looking for employees who are up to the challenge of making a difference, growing themselves and the organization, while having fun and not taking themselves too seriously in the process.

We focus, not only on business performance by challenging and improving the way we do things, but also on employee satisfaction, through the implementation of flexible policies, recognition of good performance, fair salary and benefits and a breadth of challenging opportunities in the work place. As individuals, teams and departments, we care about results and how we achieve them. We strive to understand and respond to the ratepayers of the District and we respect and embrace one another's differences.

Public service is a privilege and with it, comes responsibility for the customers of the District. We care about our customers and are working to ensure the delivery of a reliable water supply of the highest quality at the lowest reasonable price.

Welcome to the San Juan Water District. **We're glad you've joined our team!**

# INTRODUCTION

## History of the District

The San Juan Water District (District) initially began as the North Fork Ditch Company in 1854. The San Juan Water District was formed as the result of petitions being presented to the Board of Supervisors of Sacramento and Placer Counties by Citrus Heights Irrigation District, Fair Oaks Irrigation District, Orange Vale Water Company and a group of homeowners in South Placer County. An election was then held within the boundaries of the sponsoring districts on February 10, 1954. At this election, voters approved the formation of the San Juan Suburban Water District by nearly a two-thirds majority and elected five Directors. The District is a community services district formed under Title 5, Division 3, Sections 61000 and following, of the California Government Code.

The District provides water on a wholesale and retail basis to an area of approximately 46 square miles in Sacramento and Placer Counties. The District's wholesale activities consist of delivering water to retail agencies under negotiated contracts; operating a surface water treatment plant, storage, and transmission facilities; and providing the administrative support related to those activities. The retail activities consist of storage, pumping, transmission, and distribution facilities (which deliver water to approximately 10,600 active retail service connections located in a portion of Northeast Sacramento County and the Granite Bay area of South Placer County), and providing the administrative, customer service, water efficiency, and engineering support related to those activities.

The District's existing water supply consists of three separate raw water sources. The first source of water is the District's 33,000 acre-feet of pre-and post-1914 water rights diverted from the North Fork American River. The second source is a contract with the U.S. Bureau of Reclamation for 24,200 acre-feet of Central Valley Project water. The third water source is a contract with Placer County Water Agency for up to 25,000 acre-feet of water. All sources of surface water are diverted from Folsom Lake and delivery is taken at a Folsom Dam outlet, either by gravity or pumped by the U. S. Bureau of Reclamation Folsom Pumping Plant.

## Purpose and Objective of the Personnel Manual

This Personnel Manual is intended to provide you, as a San Juan Water District employee, with a general understanding of the District's employment and personnel policies, benefits and rules. The Board of Directors sets the policies for the District and it is the General Manager's responsibility to implement those policies. The Personnel Manual aims to familiarize you with important information about the District, its rules and procedures, as well as with information regarding the employees' privileges and responsibilities. All employees must read, understand, and follow the provisions of the Personnel Manual, and should keep the Personnel Manual (with additions and revisions) on file for reference.

The Personnel Manual cannot provide information to answer every possible question or address every situation in human resources. Changing circumstances may require changes to the guidelines, practices,

and benefits described in this Personnel Manual. Accordingly, the District reserves the right to modify, supplement and rescind Personnel Manual provisions as it deems appropriate from time to time.

The District constantly strives to improve its operations, services and employee relations. You are encouraged to bring suggestions for improvements to the attention of the General Manager. Additionally, if you have any questions or seek clarification, you should see your Manager, the Director of Finance or the General Manager. Through the collaboration of employees throughout the organization, we hope to instill a sincere pride in the workplace and the quality of the services that we provide.

#### Administration and Authority

Certain elements of this manual are subject to the approval of the Board of Directors, while others are at the discretion of the General Manager. This document has been structured so that the elements requiring Board of Directors' approval are grouped into the same chapters. At the beginning of each chapter will be a paragraph explaining who has the authority to make and approve changes to elements within that chapter. Whether approved by the Board of Directors, or the General Manager, it is the General Manager's responsibility to maintain and implement the rules and regulations set forth in this document.

#### Employee Expectations

We have invited you to join our team, and in doing so, expect you to live up to a high standard of performance and dedication to our customers. We believe in treating our customers with the utmost of respect and in taking accountability and responsibility for ourselves as well as the work of our teams and organization. It is important for employees to maintain a professional appearance and conduct themselves professionally. It is essential that our employees are dependable, punctual, and reliable in attendance to keep the services of the District functioning and to minimize the burden on co-workers.

Most important, we need to trust and value each other, and be open to new ideas and ways of doing things. Effective communications with each other and with the public are essential, as are seeking positive and creative ways to solve problems, productively managing conflict, and providing extraordinary customer service.

These are some of the characteristics of a successful and productive San Juan Water District employee and we look forward to you embracing and exemplifying them.

#### Role as a Disaster Service Worker

As a District employee you have the special responsibility of responding in times of emergency. All government employees are considered "Disaster Service Workers" who may be called upon in any emergency to perform duties as described by their respective department of duties as assigned. Please reference the California Government Code Section 3100 through 3109 for more information.

# Chapter 1 – General Policies

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*Changes to this chapter are subject to approval by the General Manager*

## **1.1 DEFINITIONS OF EMPLOYMENT STATUS**

To help provide uniformity in the application of personnel policies and benefits, the following terms will be used to classify employees.

### **New-Hire Evaluation Employee**

New employees in the initial evaluation period of their employment. See Policy 2.4 New Employee Evaluation Period for additional information.

### **Full-Time Regular Employee**

Full-time employees who have successfully completed the new employee initial evaluation period as provided in Policy 2.4.

### **General Manager**

Regular employee appointed by the Board of Directors to manage the District as its chief executive officer. For purposes of this manual, General Manager means General Manager or their designee.

### **Management Employee**

Regular employees who hold a position with management responsibilities and authority. This employee group currently includes the General Manager, Operations Manager, Director of Finance, Engineering Services Manager, Water Treatment Plant Manager, Customer Service Manager, Field Services Manager, Information Technology Manager, and Water Resources Manager.

### **Part-Time Regular Employee**

Employees, excluding Water Treatment Plant Operators, who work less than thirty-four hours per week and who have successfully completed the new employee initial evaluation period in accordance with Policy 2.4.

### **Temporary/Seasonal Employee**

Employees hired directly by the District to work less than 1,000 hours on a temporary basis for the District. The nature and duration of the work will be established in writing at the onset of employment. Employees hired through a temporary agency are not employees of the District and are not eligible for any of the benefits that regular District employees accrue, unless otherwise required by law.

### **Exempt Employee**

Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) are exempt from overtime pay requirements.

### **Non-Exempt Employee**

Employees whose positions do not meet FLSA exemption tests and are paid a multiple of their hourly wage for working overtime hours.

### **Rehired Employee**

Employees who are rehired following a break in service of one year or more, other than under an approved leave of absence.

### **Shift Operator Employee**

Water Treatment Plant Operators whose work schedule and benefits are as defined by an MOU.

## **1.2 ATTENDANCE AND PUNCTUALITY**

The District relies on its employees to consistently provide high quality, cost effective water supply and customer service to its customers. Employees must routinely interact with other staff members, vendors, and the general public to effectively meet these objectives. Good attendance is essential to meeting these objectives and is an indicator of effective employee performance.

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

The professionalism that you bring to your position and the District is valued and it is anticipated that you will manage your own good attendance. There are occasions, however, when attendance guidelines are beneficial and necessary to direct employees and managers.

The guidelines, in Chapter 5.6, are subject to management discretion and allow for flexibility in addressing individual attendance situations. Your manager will consider state and federal laws, family and medical leave issues, the demands of different work units, the District's policy, your performance, your attendance history, and individual circumstances when assessing appropriate steps to correct attendance problems.

The District intends to maintain a positive environment that supports its goals while recognizing individual needs and circumstances. If attendance issues arise, please speak with your manager who can discuss the impact of your attendance on the District's goals and your individual performance, in accordance with the Standards of Conduct explained in Chapter 5.

## **1.3 NON-DISCRIMINATION POLICY**

It is the policy of the District to provide equal employment opportunity to all job applicants and employees. Except when based upon a bona fide occupational qualification required to perform an essential function of a position, the District shall not unlawfully discriminate any person on the basis of race, color, national origin, ancestry, religious creed, sex (including pregnancy, childbirth, or related medical condition), gender, gender identity or expression, military or veteran status, sexual orientation, marital/domestic partnership status, age, national origin, mental or physical disability, other legally protected medical condition(s), genetic information, or any other consideration made unlawful by federal,

state or local laws or any other protected class covered under current law. The District will provide reasonable accommodations to the known physical or mental limitations of any qualified disabled employee or job applicant. This non-discrimination policy applies to all areas of employment, including recruitment, hiring, training, promotion, transfers, termination, compensation and other benefits.

Every member of management is held responsible for assuring nondiscrimination in employment opportunities. In addition, all employees, regardless of position, share in the responsibility of maintaining a discrimination-free work environment.

#### **1.4 UNLAWFUL HARASSMENT**

The District is committed to providing a work environment free of unlawful harassment. District policy prohibits sexual harassment and harassment because of race, color, ancestry, religion, sex (including pregnancy, childbirth, or related medical condition), gender, gender identity and expression, veteran status, sexual orientation, marital/domestic partnership status, age, national origin, mental or physical disability, other legally protected medical condition, or any other basis protected by federal, state or local law or ordinance or regulation. The District's anti-harassment policy applies to all persons involved in the operation of the District and prohibits harassment by any employee of the District, including supervisors, co-workers, and consultants, vendors, customers, and other non-employees of the District.

Prohibited harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments.
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures.
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of any protected basis.
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.
- Conduct that has the potential to affect negatively an individual's work environment or creates an intimidating, hostile, or otherwise offensive work environment.
- Retaliation for having reported or threatened to report harassment.

Sexual harassment includes behavior that is personally offensive, threatening, or interferes with work performance. It includes unwelcome behavior committed by employees, contractors, vendors, or other non-employees against employees or contractors in any District workplace or site. The behavior set forth above is illustrative, and not exclusive.

It is the responsibility of an employee experiencing any form of harassment to inform their employer of the harassment. If suspected violations of this policy are not reported, they cannot be investigated. If an

employee believes they have been harassed, a written or verbal complaint should be provided to their Manager and/or the Director of Finance/Human Resources as soon as possible after the incident. The complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to the Director of Finance/Human Resources who will manage the complaint resolution process and inform the General Manager.

The District will immediately undertake a thorough, timely, and objective investigation of the harassment allegations. The investigation will be conducted by qualified personnel providing all parties appropriate due process to reach reasonable conclusions based on the evidence collected. Documentation and tracking of the complaint process will be maintained to ensure reasonable progress. A timely response to each complaint will be rendered at the completion of the investigation. Every complaint will be taken seriously and investigated thoroughly. Employees are expected to participate in internal investigations and may not interfere with the complaint procedure. Everyone's cooperation is crucial. To the extent possible, the District will endeavor to keep the complaint and investigation confidential.

If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. An employee determined by the District to be responsible for harassment will be subject to appropriate disciplinary action, up to and including termination, and the District will take appropriate action to remedy any loss resulting from harassment. The complainant will be told whether the District verified the complaint and, if so, will be assured that appropriate action has been taken.

The District will not retaliate against an employee for filing a complaint and will not tolerate or permit retaliation by management employees, co-workers or any other person doing business with or for the District. If you believe that someone has violated this no-retaliation provision, you should immediately notify your Manager and/or the Director of Finance/Human Resources.

## **1.5 VIOLENCE IN THE WORKPLACE**

The District has a zero-tolerance policy for violence in the workplace. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the District, which occur on District property, or occur during the performance of District business will not be tolerated. Violations to this policy will result in discipline, up to and including, termination.

Threats of violence include conduct against persons or property that is severe, offensive or intimidating or create a hostile, abusive, or intimidating work environment for one or more District employee. Such behavior includes, but is not limited to:

- Threats of violence occurring on District property, regardless of the relationship of the individuals involved in the threat.
- Threats of acts of violence not occurring on District property but involving someone who is representing the District.

- Threats or act of violence not occurring on District property involving a District employee if the threats or acts of violence affect the interests of District.
- Any threats or acts resulting in the conviction of an employee or agent of District, or of an individual performing services on District's behalf on a contract or temporary basis, under any criminal code relating to threats or acts of violence that adversely affect the legitimate interests and goals of the District.

Specific examples of behavior that may be considered a threat or act of violence include, but are not limited to:

- Hitting or shoving an individual.
- Threatening to harm an individual or their family, friends, associates, or their property.
- The intentional destruction or threat of destruction of property owned, operated or controlled by the District.
- Making harassing or threatening telephone calls, sending harassing or threatening letters or other forms of written or electronic communication.
- Intimidating or attempting to coerce an employee to do wrongful acts that would affect the interests of the District or its members.
- Harassing surveillance, also known as "stalking", the willful, malicious and repeated following of another person and making credible threats with the intent to place the other person in reasonable fear for their safety.
- Making a suggestion or otherwise intimidating comment regarding the injuring of persons or property.
- Carrying weapons either on their person or in their vehicle while performing District business.

## **1.6 BULLYING IN THE WORKPLACE**

The District defines bullying as "as repeated and abusive, threatening, humiliating, or intimidating behavior by one or more perpetrators directly or indirectly against one or more people." Such behavior will not be tolerated and is subject to discipline, up to and including termination.

The purpose of this policy is to communicate to all employees, including supervisors and managers, that the District will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

When an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when determining discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The District considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slander, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the focus of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.
- Work interference or sabotage that prevents work from getting done.

## **1.7 IMPROPER ACTIVITIES AND THE PROTECTION OF “WHISTLE BLOWERS”**

### **General**

The General Manager has primary responsibility for (1) ensuring compliance with the District's Personnel Manual, and ensuring that District employees do not engage in improper activities, (2) investigating allegations of improper activities, and (3) taking appropriate corrective and disciplinary actions. The General Manager is obligated to operate the District according to law and the policies approved by the Board. Employees are encouraged to disclose to the General Manager to the extent not expressly prohibited by law, improper activities within their knowledge. Employees will not interfere with the General Manager's responsibilities in identifying, investigating and correcting improper activities, unless the employee determines that the General Manager is not properly carrying out these responsibilities.

An employee will not directly or indirectly use or attempt to use the authority or influence of their position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the General Manager or the Board any information that, if true, would constitute: (1) a work-related violation by a Board member or District employee of any law or regulation; (2) gross waste of District funds; (3) gross abuse of authority; (4) a specified and substantial danger to public health or safety due to an act or omission of a District official or employee; (5) use of a District office or position or of District resources for personal gain; or (6) a conflict of interest of a District Board member or District employee.

### **Reporting Violations**

Any employee who believes that they have been subjected to any action prohibited by this section may file a confidential complaint with (1) the General Manager, or (2) a member of the Board of Directors, if the complaint involves the conduct of the General Manager, who will thereupon refer the matter to the full Board to investigate the complaint. Upon the conclusion of the investigation, the General Manager (or the Board in the case of a complaint against the General Manager) will take appropriate action consistent with the District's Personnel Manual and applicable law.

### **No Retaliation**

An employee will not use or threaten to use any official authority or influence to effect any action as a reprisal against a District Board member or District employee who reports or otherwise brings to the attention of the General Manager any information regarding the subjects described in this section.

### **Confidentiality**

Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

## **1.8 ANTI-NEPOTISM POLICY**

The District shall not employ any person who is a close family relative of another District employee, except with the express written authority of the General Manager. The District shall not employ any Board member or person who is a close family relative of a Board member. The purpose of this policy is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

#### *Close Family Relative Defined*

Spouses	Domestic Partner
Mother-in-law	Father-in-Law
Parents	Children
Sisters	Brothers
Sister-in-law	Brother-in-law
Daughter-in-law	Son-in-law
Step Parents	Adopted/Step Children
Grandparents	Grandchildren
Aunts	Uncles
Nieces	Nephews
Cousins	

### **Existing Employees**

District employees who become related by marriage or a domestic partnership may continue their employment in the same job, provided it does not result in problems related to supervision, security, safety, internal fiscal controls, or morale, and if neither will be making recommendations or decisions that directly affect the other's employment status. Employees who become related by marriage or a domestic partnership will notify their supervisor and the General Manager within 30 days of the event. The General Manager will determine if the criteria have been met. If the criteria have not been met, the General Manager will determine if the needs of the District can be met by moving one of the employees to a different position and if not, reserves the right to terminate the employment of one of the employees. The provisions of this paragraph also apply to employees who establish a relationship which, in the District's judgment, has become sufficiently involved to a point where it is reasonably possible that one

or both could make organizational decisions that favor the other. If an employee is dating a subordinate, then they need to notify their manager immediately.

## **1.9 PERSONNEL RECORDS AND PRIVACY**

Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

A. The Employee - You may inspect your own personnel file in the presence of the Director of Finance, General Manager, or their designee. You may designate a representative to inspect/receive a copy of your personnel file. The District has up to 30 calendar days to make employee files available. Employee files for terminated/separated employees will be maintained or destroyed in accordance with the Records Retention Schedule. A request form can be obtained from the human resources department.

B. Persons Other Than The Employee - Other employees of the District may have access to personnel files only if they have a "need to know". This means access is limited to:

- Finance/HR Department staff as they need access in the course of their normal duties;
- Management considering an employee for promotion or transfer into their departments; and
- Others only as specifically authorized by the General Manager.

Copies of documents from the personnel file can be made for the employee for their own records.

## **1.10 WORK WEEK AND HOURS OF WORK**

With the exception of employees working under a Memorandum of Understanding, all personnel will work Monday through Friday. Unless otherwise identified and approved by the General Manager, District offices will be open to the public from 8:30 a.m. until 5:00 p.m. Office and water efficiency personnel normally follow an 8:30 a.m. to 5:00 p.m. schedule; field personnel normally follow a 7:00 a.m. to 3:30 p.m. schedule; engineering personnel normally follow a 7:30 a.m. to 4:00 p.m. schedule; maintenance personnel normally follow a 6:00 a.m. to 2:30 p.m. schedule; WTP operators assigned to day shifts normally follow a 6:45 a.m. to 3:15 pm. Schedule; and WTP operators assigned to shift work hours shall conform to the Memorandum of Understanding (see Appendix B). The standard District workweek is Saturday 12:01 a.m. through Friday midnight, unless an alternative workweek has been designated for a specific work unit by the General Manager. Department Managers are responsible for scheduling the shifts of their employees within the guidelines established by the General Manager.

The last few minutes of any workday may be authorized by the supervisor or manager for the cleaning up and putting away of tools and equipment. Employees may also be authorized to use this time to clean themselves as well as their work areas. The District expects employees to be productive for the benefit

of our customers and encourages all employees to use their own initiative to be productive at all times they are at work.

### **1.11 FLEX-TIME SCHEDULING**

Flex-time scheduling is a privilege, not a right. Flex-time scheduling was established to offer employees an alternative to the standard work schedules described above. Employees may be able to take one flex day off per pay period by working slightly longer workdays. Each Department Manager is responsible for the scheduling of hours within their department. Any schedule changes must not negatively affect operations or service to District customers. When implementation of flex-time scheduling can be reasonably accommodated, it will be offered by the Department Manager to individual employees or when work is interdependent (such as field crew), as a group. If an employee chooses not to participate in flex-time scheduling, they will observe the regular, pre-flex hours established for each department in the District. Flex-time scheduling must be scheduled and utilized within the designated pay period. The use of flex-time shall not result in a non-exempt employee working more than 40 hours in their workweek. When a proposed flex-time schedule requires modification of the existing standard work week to maintain a 40-hour work week without the flex-time incurring additional overtime, the work week may be modified. Managers shall provide written notification of modified work weeks to the Director of Finance prior to implementation.

### **1.12 PAYDAY**

All employees will be paid every other Friday, resulting in at least 26 pay periods per year. If a payday lands on a bank and/or District holiday, employees will be paid on the day preceding the holiday.

# Chapter 2 - Employee Hiring and Related Practices

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*Changes to this chapter are subject to approval by the General Manager*

## 2.1 RECRUITMENT AND SELECTION

The following provisions apply to the recruitment and selection of full or part-time regular employees, except management employees. When a non-management personnel vacancy occurs, the District will conduct a recruitment following the procedure defined below to identify and choose the most qualified individual for the position. The General Manager, with input from the Board of Directors, shall determine the recruitment and selection criteria process to be followed for the Assistant General Manager position, as long as the procedures used are fair and the principles set forth in the general policy are followed. The Board of Directors shall determine the procedures to be followed for recruitment and selection of the General Manager. Recruitment for management positions will be on a case-by-case basis.

### **Procedure**

The following steps govern the recruiting and selection process.

- A. Post the job internally for at least three days using the Employment Opportunity Notice. The purpose of the internal posting is to identify any internal candidates who are interested and qualified and would like to submit an application prior to external posting. Unless otherwise determined by the General Manager, external posting may occur even if internal candidates are identified.
- B. Advertise the available position externally as necessary.
- C. Screen incoming applications and resumes to identify the most qualified candidates.
- D. Interview qualified applicants.
- E. Identify the top candidate.
- F. Conduct reference checks on applicants selected for the position.
- G. Make a written contingent job offer with projected start date of employment.
- H. Upon acceptance of the written contingent offer of employment, initiate the fitness for duty evaluation and, where appropriate, conduct background check and drug testing in accordance with Chapter 6, Section 6.1.
- I. Upon satisfactory results from the fitness for duty evaluation, and background check and drug testing, if required, provide a written notice of employment to the employee, with a copy in the employee's personnel file, including the date of hire, starting salary or hourly rate, starting position and other particulars of employment as required by law.

## **Documentation**

All applications and related materials, including interview notes for all interviewed candidates will be maintained by the Finance/Human Resources Department, or its designee, in accordance with the District's current Records Retention Schedule.

### **2.2 FITNESS FOR DUTY EXAM**

- A. Policy Objectives. Pre-employment medical examinations and reviews shall be conducted to achieve the following objectives: (1) to ensure that all new employees are medically and physically able to perform their job duties; (2) to ensure that every new employee's health and safety is not at risk or impaired with respect to their job; (3) to minimize the exposure to financial liability arising from medically identifiable deficiencies; and (4) to document the physical and medical condition of new employees as they begin employment with the District.
- B. Designated Medical Provider. The General Manager shall select a licensed medical clinic, doctor or other medical provider (Medical Provider) to conduct the pre-employment medical review and exam under this policy. The Medical Provider may utilize an independent laboratory for portions of the exam. All expenses of the Medical Provider in implementing this policy shall be paid by the District. The Medical Provider will administer the medical review and exams in a professional, timely and confidential manner.
- C. Pre-Employment Medical Review and Exam Requirement. All offers of employment with the District shall be subject to the acceptable results of a pre-employment medical review and examination of the applicant as provided in this policy. The applicant must submit to a physical examination and the Medical Provider must determine whether the applicant is medically and physically fit to perform the essential functions of the position applied for and can perform such functions without posing a direct threat to the health or safety of others in the workplace.

Positions deemed "safety sensitive" are subject to Pre-employment Drug Testing. The District's job descriptions will state whether or not the position is "safety sensitive".

- D. Job-Related Qualification Standards. The General Manager shall establish job-related physical standards and qualifications regarding performance of the essential functions for each job classification, including, but not necessarily limited to, standards for height, weight, strength, and medical and physical health. An applicant's failure to achieve and maintain any one of these standards, as established by the General Manager, will result in disqualification from employment. The General Manager will supply the Medical Provider with the job classifications and standards and qualifications for all positions subject to this policy.
- E. Forms. The General Manager, in consultation with the Medical Provider, shall determine, prepare, amend, and maintain the forms that are necessary or appropriate to implement this policy.

F. Medical Exam and Review Components. The medical exam and review shall include the following components:

1. For field personnel: medical history review; basic physical exam (including height, weight, blood pressure, pulse, etc.); visual acuity/depth and color perception/gross hearing tests; electrocardiogram (EKG); audiometry; pulmonary function tests; and laboratory analysis (including urinalysis, complete blood count and chemistry panel).
2. For office personnel: medical history review, basic physical exam (including height, weight, blood pressure, pulse, etc.); visual acuity/depth and color perception/gross hearing tests; and laboratory analysis (including urinalysis, complete blood count, and chemistry panel).
3. Audio/hearing testing will be required for those employees who may be exposed to equipment that produces noise in excess of 85 DBA. The District's Safety-Regulatory Compliance Coordinator shall determine which positions require audio/hearing testing and the necessary frequency of such testing.
4. Respirator Medical Clearance will be required if the position is included in the Respiratory Protection Program. The District's Safety-Regulatory Compliance Coordinator shall determine which positions are included in the program.
5. Drug testing will be required for all safety sensitive positions, as identified in the respective job description.

If the medical history, records, or tests indicate a potentially abnormal condition that may relate to an applicant's employment, further tests, examination, or medical records may be ordered by the General Manager upon the Medical Provider's recommendation.

G. Procedure

1. When an applicant has received a job offer contingent upon successful completion of the pre-employment medical review and exam, they will be given the appropriate medical history and consent and release form(s) to complete and sign, instructions regarding the District's pre-employment medical review and exam policy, and advised of the time and location of their appointment with the Medical Provider. An applicant who fails or refuses to complete and sign the medical history and consent and release form(s)and/or to appear and submit to the medical examination or any portion of it, shall be disqualified from employment with the District.
2. The medical review and examination shall be conducted by the Medical Provider. The Medical Provider will determine whether, in their judgment, the applicant is medically and physically fit to perform the essential functions of the position applied for and can perform such functions without posing a threat to the health or safety of others in the workplace. The review and examination will consist of the components outlined above, unless otherwise

agreed between the Medical Provider and the General Manager. The Medical Provider will contact the General Manager if further testing or examination is recommended.

Upon completion of the medical review and examination and test results, the Medical Provider will immediately forward one copy of the medical examination report forms to the General Manager retaining one copy for the Medical Provider's files. No statement of medical cause or actual detailed test results will be reported to the District. If applicable, the Medical Provider also shall describe the functional limitations of the applicant that may limit the applicant's fitness to perform the position.

3. Upon receipt of the medical examination report forms from the Medical Provider, the General Manager will evaluate the information and determine whether the applicant is fit for duty under this policy. The General Manager shall then either: (a) approve the applicant for the position applied for; (b) recommend further review and examination by the Medical Provider; or (c) determine that the applicant failed to satisfy the District's pre-employment medical review and examination policy, in which case the applicant shall be disqualified from employment with the District (subject to the appeal process and qualified disability provisions below). The General Manager shall promptly inform the applicant of the determination. If the determination is disqualification, then the applicant shall also be notified of the appeal procedure below.
4. Qualified Disability. If the applicant is determined to be unfit for employment with the District and if the unfitness is a result of a qualified disability under federal and/or state law, the District may investigate whether the applicant can perform the essential functions of the position with reasonable accommodation that would not impose an undue hardship on the District or whether the applicant may be hired to work in a restricted capacity in a particular position so that the best interests of the District and applicant are served.
5. Confidentiality. The forms and results of the pre-employment medical review and examination shall be treated confidentially, kept separate from the regular personnel files and made available only to the General Manager, District's attorneys, and the Department Manager, where there is a clear business reason to know the information. The forms and results will not be released to anyone else without the consent of the applicant or by court order.

#### H. Appeal Procedure

1. If an applicant is disqualified from employment for failing to satisfy the District's pre-employment medical review and examination policy, they may file a written request through the General Manager for a review of their disqualification. The request must be submitted to the General Manager within five working days after the applicant is notified of the disqualification. If the applicant fails to timely request a review under this subsection, then the disqualification shall be final.

2. If the request for review is timely filed, the applicant may then submit additional information regarding their medical condition, including a report by an independent licensed medical clinic, doctor, laboratory or other medical provider. The additional information must be submitted within 15 days from the date of the request to the General Manager. The information provided must be relevant to the nature and extent of the medical condition(s) that relate to the applicant's disqualification. The applicant shall pay all costs and expenses relating to any independent medical examination or report.
3. Additional medical information provided by the applicant will be submitted to the District's Medical Provider for its review and determination whether, in light of the additional information, any change in the Medical Provider's initial report is warranted. If the Medical Provider, after reviewing the information, reverses its earlier report, then the applicant will be approved for the position applied for. If the Medical Provider affirms or upholds its earlier report, then the disqualification shall be final.
  - I. Applicability and Exemptions. Unless determined otherwise by the General Manager, this policy shall apply to all external applicants for new full or part-time regular District employee positions. It shall not apply to employees recalled after a separation of less than one month that was due to a reduction-in-force, temporary employees, elected officials, volunteers or independent contractors.

## **2.3 ORIENTATION**

When employees begin their employment in the District, they will be given an orientation to District policies and benefits, and the responsibilities of their new position. This orientation should take place on their first day of employment unless circumstances make this impractical. Reading of this Personnel Manual will be assigned through the District's Target Solutions program, or whichever software is currently being used for internal trainings. The software will indicate a due date for completion of the assignment, generally two weeks. During that time the employee should direct any questions regarding the manual to the Director of Finance, or their designee. The new employee's Department Manager will explain job duties and standards for acceptable behavior, safety and job performance. The new employee will be directed to the General Manager for the administration of the Oath of Office (required for all employees).

## **2.4 NEW EMPLOYEE EVALUATION PERIOD**

The first six months from date of hire provides an introductory period within which the new employee receives work experience. During this time, both the new employee and the District will evaluate employment suitability and determine whether the employment relationship should continue. If the employee is dissatisfied with the District, they may leave with neither advance notice nor cause. If the District is dissatisfied, it may terminate the employment relationship at any time during the evaluation period without notice or cause, and without reference to the procedures in Chapter 5. Successful completion of the evaluation period does not guarantee continued employment. The General Manager

may extend the evaluation period beyond six months if either the employee or the District need additional time to evaluate employment suitability.

Rehired employees generally must serve another initial evaluation period, whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their re-employment for all purposes, including the purposes of measuring benefits. Employees who are rehired with a break in service of less than one year, will not need to serve an additional evaluation period, unless the initial evaluation period was not completed.

New-hire evaluation employees shall be entitled to the use and accrual of paid sick leave, paid vacation, paid holidays (including Floating Holiday) and contributions to CalPERS from the date of hire.

Employees who are rehired, into the same position, with the same status (full-time or part-time), with less than a one-year break in service will be rehired with the same leave accrual rate as when they initially separated from the District. If the employee is re-hired to the same position but work hours are different (full-time vs. part-time), the employee will accrue leaves appropriate for the new schedule, but with the same years of service they would have had if there had been no separation in service. If the employee is rehired into a different position, they will accrue the leaves appropriate for the new position, but with the same years of service they would have had if there had been no separation in service.

All medical and life insurance benefits will start on the first of the month following the date of hire.

### **Procedure**

Department Managers will ensure new employees receive training, coaching, and evaluation during the evaluation period.

Performance evaluations should occur at approximately two months, four months and six months from date of hire. These evaluations may be in writing and/or in the form of verbal feedback. Informal coaching and feedback will be provided on a daily or as-needed basis.

At six months after the date of hire, a new-hire evaluation employee will transition to a full or part-time regular employee unless the Department Manager or General Manager informs the new-hire evaluation employee, in writing, that the employee shall not be allowed to become a full or part-time regular employee and the evaluation period will be extended or that the employment is terminated. If, during the evaluation period, unsatisfactory performance or behavior does not improve with training and coaching, the employee may be released from employment. This discharge may occur at any time during the evaluation period without advance warning or notice.

## **2.5 TRAINING AND DEVELOPMENT**

The District has instituted various programs and policies to help employees reach their full potential for performance in their current position, or to move to other, more skilled positions when possible. Department Managers include funding in annual budgets for ongoing employee training and development.

## **2.6 EMPLOYEE PERFORMANCE APPRAISAL**

The General Manager recognizes the importance of communicating to each employee the quality of work the employee is doing and the employee's progress toward goals. Therefore, the evaluation of each employee must be done in a fair and objective manner by their immediate supervisor. Every employee will be reviewed annually in January, with any salary adjustment being awarded in accordance with Chapter 4. An exception to this is the position of General Manager, which is reviewed annually on a schedule set by the Board of Directors.

Evaluations may or may not result in salary adjustment. Adjustments are based not only upon performance of duties as generally outlined in the job description, but may also include behavior, attendance, reliability and other factors such as safety, knowledge of District procedures, and compliance with policies, standards and objectives of the District. All salary adjustments (increase or decrease) are recommended by immediate supervisors. Recommendations are considered by both the Department Manager and the General Manager. All salary adjustments ultimately require General Manager approval. If work performance continues to be satisfactory, subsequent increases may be recommended until the maximum value of the employee's salary range is reached. A salary adjustment may also be awarded after the six-month new-hire evaluation period.

All employees will be offered the opportunity to comment on their appraisals, and will be asked to acknowledge it by signing the form. The supervisor should make every effort to obtain the employee's involvement in the discussion so that the employee's point of view is thoroughly heard. If the employee declines to sign the form, the supervisor will promptly report this fact to the Department Manager. The Department Manager and supervisor will write "Employee declined to sign appraisal form" and add their initials and the date.

## **2.7 EMPLOYEE RECOGNITION PROGRAM**

The purpose of this policy is to promote employee morale, efficiency, initiative and retention. The policy is consistent with Article IV, Section 17, Article XI, Section 10 and Article XVI, Section 6 of the California Constitution.

In the normal course of District operations, employees will accomplish various achievements and other job-related successes for which recognition is both desirable and warranted. Additionally, other significant events may occur in the lives of employees during their term of employment with the District that would also warrant District recognition. Further, the recognition of such accomplishments and milestones can improve employee morale and job performance. Because the District is a direct beneficiary of increased employee morale and job performance, the District desires to establish a process for employee recognition. Therefore, the General Manager may recognize employees for achieving milestones or life events including, but not limited to:

- A. Employee job-related achievement or superior performance recognition.
- B. Employment anniversary dates, recognized at five-year increments.

- C. Employee retirement.
- D. Exemplary attendance.
- E. Birth of an employee's child, or other significant milestone in an employee's life.
- F. Bereavement acknowledgements for the death of an employee, an employee's close family relative, or a District retiree.
- G. Seasonal District celebrations, e.g. December holiday party and summer picnic.

The General Manager will determine the appropriate award within the constraints of the adopted budget. Recognition may or may not be monetary. Monetary awards are considered taxable wages but are not subject to CalPERS contributions because CalPERS does not consider such awards to be performance-based.

## **2.8 PROMOTIONS**

When a personnel vacancy occurs, all opportunities to promote from within will be explored consistent with the goal of filling a position with the most qualified individual available.

Promotions generally result in an increase of responsibility within a category of jobs (i.e., Distribution Operator I to Distribution Operator II) or to another job category or to another department. Promotions are not automatic when an employee reaches the top of their salary range. Promotions may be made from the existing work force, provided an employee is qualified to fill the position. Employee performance evaluations, interviews, and supervisor and management observations will provide the primary source to determine job suitability.

Successful internal applicants for vacant positions may be placed on a 90-day trial probation at the discretion of the Department Managers of the affected Departments. The vacated position will be held open for the 90-day trial probation period. At the end of the 90-day trial period, the employee may choose to go back to their previous position. If the Department Manager does not deem the employee a good fit for the new position, for any reason, they may terminate the employee from the new position, send the employee back to the vacated position and commence another recruitment process.

## **2.9 RECLASSIFICATION**

When a manager believes the job duties of a position have changed enough to consider reclassification, the manager will request the General Manager to consider a reclassification survey or data collection for that position. The Department Manager will be asked to review the duties and responsibilities of the existing classification job description and make notes to the areas where job duties have changed. The General Manager will review the classification information and determine if the position should be reclassified. If a reclassification results in a change in salary range, approval is required from the Board of Directors. In the event that a position classification is downgraded, the employee's salary will be frozen until COLA increases bring the top of the salary range above an employee's existing salary.

## **2.10 INTERIM ASSIGNMENTS**

When an employee is assigned to fill a position, which is temporarily open due to an extended leave or vacancy, and is expected to fulfill the full scope of the position for an extended period of time, that employee will be given a temporary, out-of-class pay adjustment into the range of the position, assuming it is higher than their current pay. If the temporary position is exempt, and the employee's permanent position is non-exempt, the employee will be considered exempt for the duration of the interim assignment. The employee will also be given an allocation of Administrative Leave prorated to the expected duration of the assignment. Interim Assignments are not intended to be used to backfill for vacations or other leaves of less than one month.

## **2.11 PROBATION OTHER THAN FOR NEW HIRES**

Probation other than for new hires may be required in the case of less than satisfactory performance reported on a full or part-time regular employee evaluation or may result from repeated negative or counter-productive behavior at any time during the course of employment.

If an employee evaluation indicates less than satisfactory performance, the employee may be placed on probation for up to 90 days, with specific and regular documented progress reviews to be held throughout the probationary period.

If probation is required, the supervisor must clearly state by written notice to the employee, with a copy to the General Manager, those elements of the employee's performance or behavior that must be improved, and suggest ways in which improvement to satisfactory or better performance might be achieved, and full or part-time regular employee status returned.

Depending upon the employee's performance while on probation, the supervisor may recommend one of the following courses of action at the end of the probationary period:

- A. Upon successful completion of probation, the employee may be returned to full or part-time regular employee status.
- B. Upon less-than-satisfactory completion of the new-hire evaluation period, probation may be extended for up to 90 days. Upon unsuccessful completion of probation, the employee will be subject to disciplinary action in accordance with Chapter 5 of this manual.

Upon completion of the probationary period, the supervisor must provide a written review of the results with recommendations for further action to the General Manager, with a copy to the Director of Finance/Human Resources for the employee's personnel file. If further disciplinary action is recommended by the supervisor and approved by the General Manager, existing procedures found in Chapter 5 will be followed.

## **2.12 EMPLOYEE SEPARATION**

### **Definitions**

When employees leave the District, they will be assigned to the following categories of separation:

- A. Resigned - a voluntary separation, including:
  - 1. Resignation with or without notice
  - 2. Failure to return from a leave of absence
  - 3. Failure to return from a reduction-in-force upon recall
- Employees who resign are requested to submit a letter of voluntary resignation form.
- B. Released - a separation in which the employee is not qualified for the type of work assigned and no other work is available. A release is not made for disciplinary purposes, and usually results from no fault of the employee or because of a reduction-in-force.
- C. Deceased - the death of an employee in active employment.
- D. Retired - a voluntary separation to stop working because an employee qualifies for benefits under the District's retirement plan.
- E. Discharged - a separation in which the employee is removed from the payroll for violation of District Standards of Conduct, safety regulations or unsatisfactory job performance for which the employee is at fault.

## **2.13 LAYOFF OR REDUCTION-IN-FORCE**

The District expects to maintain steady employment for each full or part-time regular employee. However, unforeseen circumstances may require adjustments in staffing levels by means of a personnel reduction-in-force. Before competent employees are separated due to lack of work, every effort will be made to reassign them to another position within the District.

### **Procedure**

If the number of employees must be reduced, the date of hire seniority will govern, unless a given employee is unable to perform the available work.

The District, in its sole discretion, may retain certain employees without regard to length of service because of the employee's special knowledge, skill, training or experience.

Written approvals for a reduction-in-force must be given by the General Manager. Employees will receive at least 60 days' notice if they will be separated due to a reduction-in-force.

If the District believes that a staffing reduction will be temporary, employees will be placed on a special recall list for 12 months. Employees may elect to receive accrued vacation entitlement at the time of the reduction.

In some cases, recall will not be expected (for example, a job eliminated or a department closed). In these instances, separation will proceed as for any employee released from service.

When employees are recalled from a temporary reduction-in-force, the date of hire seniority will be considered as one of the primary selection criterion. The District, in its sole discretion, may recall certain employees without regard to length of service because of the employee's special knowledge, skill, training or experience. Employees recalled within 12 months will not be required to serve a new probationary period, unless they had not completed it prior to the temporary reduction. The break in service may affect the affected employees' retirement tier. See Chapter 4.4.

Employees recalled within one month of separation will not be subject to a pre-employment physical, including drug test if a safety sensitive position.

# **Chapter 3 - Employment Hours, Holidays, Vacations & Leaves**

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***Changes to this chapter are subject to approval by the General Manager.***

## **3.1 OVERTIME PAY: NON-EXEMPT EMPLOYEES**

District overtime pay policy shall be in accordance with the Federal Fair Labor Standards Act. Overtime must be authorized in advance by the employee's immediate supervisor, Department Manager or General Manager, provided, however, that an emergency requiring immediate response does not require prior approval. Overtime is defined as hours actually worked in excess of 40 hours in a workweek.

Overtime pay is calculated at one-and-one-half times an employee's regular rate of pay for all hours worked over 40 hours in one work week. For purposes of calculating overtime hours, the District considers all paid leaves and holidays to be time worked. The District will calculate compensation for overtime at the greater of one and a half times their base pay (with paid leaves counting as time worked), or one and a half times the FLSA "regular rate of pay" (with paid leaves not counting as time worked). The regular rate of pay is the hourly equivalent of all forms of non-overtime compensation paid to an employee in a workweek, unless a particular form of compensation is specifically excluded by the FLSA.

See *Appendix B – Water Treatment Plant Operator Memorandum of Understanding* for additional overtime policies that apply to shift operators.

## **3.2 OVERTIME PAY: EXEMPT EMPLOYEES**

The following positions are exempt from receiving overtime pay according to federal overtime pay provisions because their duties and responsibilities meet the requirements for exemption established under the Fair Labor Standards Act:

- Assistant General Manager
- Customer Service Manager
- Director of Finance
- Engineering Services Manager
- Field Services Manager
- General Manager
- Information Technology Manager
- Operations Manager
- Safety-Regulatory Compliance Coordinator
- Senior/Associate Engineer
- Water Resources Manager
- Water Treatment Plant Manager

The District may add or delete positions to this list as positions are added or deleted or job duties change. Exempt employees are expected to work and record a minimum of 80 hours per pay period. Any shortfall at the end of the pay period must be made up by use of any available vacation or administrative leave.

### **3.3 LUNCH AND REST PERIODS**

Full-time (40-hour/week) non-exempt employees are encouraged to take a 15-minute paid break in the morning and a similar break in the afternoon in order to “break” up the day and as a relief from work routine and tension. Less than 40-hour/week employees should clarify with their manager appropriate rest and break times. Full-time non-exempt employees are required to take at least a 30-minute unpaid lunch break. An exception could be made if you were working less than 8 hours/day (i.e., six hours) and you request that you not be required to take a lunch break. Under these circumstances, please meet with your manager to obtain direction on whether you are required to take a lunch break.

See *Appendix B – Water Treatment Plant Operator Memorandum of Understanding* for shift operator lunch and rest periods. See Chapter 3.26 for Required Rest Periods pertaining to work performed outside of normal shifts.

### **3.4 ADMINISTRATIVE LEAVE (EXEMPT EMPLOYEES)**

Administrative leave is provided to FLSA-exempt employees because exempt employees do not receive overtime pay. Effective the first pay period in July of each year, 40 hours of administrative leave shall be credited to each exempt employee. Exempt employees beginning District employment or returning from unpaid leave after that date shall have the 40 hours of administrative leave credited to their balance upon hire or return on a pro rata basis computed on a 26-pay period basis.

#### **Scheduling of Administrative Leave**

Administrative leave shall be taken as scheduled by the exempt employee with their supervisor and may be used for any reason by an exempt employee with the following limitations.

##### **Accumulation**

Administrative leave shall not be accumulated from one year to the next. Any administrative leave remaining to the exempt employee’s credit at the end of the pay period prior to that pay period when the next year’s administrative leave is credited shall be lost, without compensation.

##### **Termination**

Upon termination, any administrative leave remaining as credit to an exempt employee shall be lost, without compensation.

### **3.5 PERSONAL LEAVE OF ABSENCE**

The District may grant full or part-time regular employees a voluntary leave of absence for substantial personal reasons (not to include trial employment elsewhere) not otherwise authorized by law, provided such time-off does not materially affect the normal conduct of business, District service or operating costs.

An employee taking a personal leave of absence shall first use all accumulated paid time-off in their leave bank and any remaining leave time will be unpaid.

#### **Duration**

Approved personal leaves of absence may be granted for a period of more than five days and less than sixty calendar days.

#### **Procedure**

Request for a personal leave of absence or an extension thereof must be submitted in writing to the Department Manager a minimum of ten days prior to the commencement date, except when medical conditions or emergency situations make compliance with such requirement impossible. The General Manager must approve requests in writing. Upon return to work, the District will reinstate the employee to their original job or to a position of like status and pay, without loss of seniority or benefit entitlement. An employee's failure to return from a leave of absence or present convincing reasons for not returning as arranged, will be considered to have resigned employment with the District. Benefits

During the period of leave, arrangements must be made by the employee to pay group health, dental, vision, life and short-term disability insurance premiums that are normally paid by the District. Otherwise, those benefits will be discontinued for the duration of the leave. Upon return from leave, health benefits will begin on the first day of the month following the employee's return to work. Retirement benefits, sick leave and vacation credits will not accrue for the period of the leave.

### **3.6 FAMILY CARE/MEDICAL AND PREGNANCY LEAVE**

Under the California Family Rights Act of 1991 and Federal Family and Medical Leave Act of 1993, District employees may be eligible to receive unpaid family care and medical leave of up to 12 workweeks in any 12-month period. If an employee is eligible for leave under these provisions, an employee must also have (1) worked for the District at least 1,250 hours during the 12 months immediately preceding commencement of the leave, and (2) worked for the District for at least 12 months, which need not be consecutive.

Leave may be taken for one or more of the following reasons:

- A. The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- B. To care for the employee's spouse, child, parent, grandparent, grandchild, sibling, or parent-in-law who has a serious health condition (FMLA/CFRA);
- C. To care for the employee's registered domestic partner (CFRA only);
- D. For a serious health condition that makes the employee unable to perform their job (FMLA/CFRA);
- E. For any "qualifying exigency" (defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an

impending call or order to active duty) in the Armed Forces in support of a contingency operation (FMLA only); or

- F. An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member (FMLA only).

If you are disabled by pregnancy, childbirth or a related medical condition, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. Pregnancy Disability Leave need not be used consecutively.

However, leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under the CFRA. Time-off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (the Family and Medical Leave Act). Employees who take time-off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, she may apply for leave under the California Family Rights Act, for purposes of baby bonding. Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the District will grant a request for a California Family Right Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

**Leave for Employee's Own Health Condition** - The following procedure shall apply when an employee requests family leave:

Employees must notify the Director of Finance/Human Resources as soon as they realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee, the employee, if possible, must notify the District at least 30 days before leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operation of the District. Any such scheduling is subject to the approval of the health care provider of the employee.

If the employee cannot provide 30 days' notice, the District must be informed as soon as is practical. If the Family Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, the District may require, at its expense, a second opinion from a health care provider that the District chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the District.

If the second opinion differs from the first opinion, the District may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and

the employee. The opinion of the third health care provider shall be considered final and binding on the District and the employee.

The District requires the employee to provide a health care provider certification within 15 days of any request for family and medical leave under state and federal law, unless it is not practical to do so. The certification from the health care provider must state:

- Date of commencement of the serious health condition;
- Probable duration of the condition, and
- Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The District may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification may be requested. If the employee does not provide a required medical certification in a timely manner to substantiate the need for family and medical leave, the District may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

The District will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement of duties for the employee until the certificate is obtained. Failure to provide certification will result in the discontinuance of District provided benefits.

**Leave to Care for a Family Member** - If the leave is needed to care for a sick child, spouse, parent, grandparent, grandchild, sibling, or parent-in-law, the employee must provide a certification from a health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

Such leave is not required under FMLA but may be granted under California's Paid Family Leave.

**Leave Related to Military Service** - A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider. See Section 3.18 of this Chapter.

**Health and Benefit Plans** - The District will maintain coverage under any group health plan for the duration of the leave and under the conditions coverage would have been provided had the employee been employed continuously during the leave. If an employee fails to return to work at the end of the leave

period, the District has the right to collect from the employee the cost of the health benefit premiums. An employee who returns to work for at least 30 days is considered to have returned to work.

**Substitution of Paid Leave** - Paid leave may be substituted for unpaid leave in the following circumstances:

- Accrued sick leave and vacation may be used for any family/medical leave qualifying event.
- Accrued sick leave and vacation may be used for the care of a family member
- Accrued sick leave and vacation may be used for the birth or placement for adoption or foster care of a child

**Reinstatement Under Most Circumstances** - Upon return from family/medical leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

For additional information about eligibility for family/medical leave, contact the Director of Finance/Human Resources.

**Time Accrual** - Employees on Family and Medical Leave Act/California Family Right Act leave will not continue to accrue vacation, sick leave, or other paid time-off during unpaid the leave period. If an employee is using accrued vacation or sick leave, they will continue to accrue paid time-off in proportion to the amount of vacation and/or sick leave being used.

**Fit-for-Duty Exam** - Before an employee returns to work from family leave for the employee's own serious health condition, the employee may be required to submit a fitness-for-duty certification from the health care provider stating the employee is able to resume work.

### **3.7 VACATIONS**

The District strongly encourages employees to take vacations as a matter of policy.

#### **Accumulation**

For each full-time regular employee, vacation days shall be earned each two-week pay period for a total of 26 pay periods per year, prorated each pay period as follows:

#### **Employees Earn Per Year**

Date of Hire through 3 years (0 – 36th Month)	96 hours (12 days/year)
4 through 7 years (37 <sup>th</sup> Month – 84 <sup>th</sup> Month)	120 hours (15 days/year)

8 through 10 years (85 <sup>th</sup> Month – 120 <sup>th</sup> Month)	144 hours (18 days/year)
11 through 15 years (121st Month – 180th Month)	168 hours (21 days/year)
16 through 20 years (181st Month – 240th Month)	192 hours (24 days/year)
21 through 25 years (241st Month – 300th Month)	216 hours (27 days/year)
26 years and above (starting at 301st Month)	240 hours (30 days/year)

With the intent to keep the liability for unused vacation time within reason, the District limits the amount of vacation that can be on the books at the end of each fiscal year to 240 hours. Each July, employees will receive pay for their earned vacation time for any hours in excess of 240 hours as of June 30th. Additionally, upon approval of the Department Manager, an employee may receive pay for their earned vacation instead of taking time-off, after the new-hire evaluation period. Approval for receiving pay for vacation time will take into consideration uncompleted required days off.

Time away from work is necessary for rest, relaxation and re-charging. Having other employees fill in for absent employees promotes cross training and staff development and provides good internal controls. All employees are strongly encouraged to take a minimum of five consecutive workdays off each fiscal year, (i.e. Wed.-Tues., Mon.-Fri., Thurs.-Wed.). (Water Treatment Plant Shift Operators are encouraged to take two consecutive shifts off. See *Appendix B – Water Treatment Plant Operator Memorandum of Understanding* for additional information on how vacation and holidays work for shift operators.) Holidays should not be combined with vacation to meet the five consecutive day suggestion. Department Managers have discretion to make this a requirement for their staff as opposed to a suggestion. In cases where this time off is required within a department, employees who have been on extended sick leave or short-term disability during the fiscal year are exempt from the five days off requirement. New hires will be exempt from the requirement until the fiscal year during which they were hired has been completed.

If employment is terminated for any reason, an employee's accrued, earned vacation will be paid through the last day of employment.

## Scheduling

Vacations must be scheduled and approved as far in advance as possible, by an employee's immediate supervisor. Managers will coordinate vacation schedules internally to minimize impact on the District's operation. Vacation scheduling will be at the discretion of the Department Manager.

While on vacation, if an employee exceeds their earned vacation time, they shall be considered on a personal unpaid leave of absence subject to the provisions of Chapter 3.5 - Personal Leave of Absence Policy in this manual.

### **3.8 HOLIDAYS**

The District recognizes the following holidays for all full-time regular employees:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	As observed
Veterans Day	As observed
Thanksgiving	Fourth Thursday and Friday in November
Christmas	December 25
Floating Holiday	As designated by each employee

Each full-time regular employee, who has completed their new-hire evaluation period, may designate one day each fiscal year to be counted as their Floating Holiday to be scheduled and approved in advance by their immediate supervisor. With the intent to keep the liability for unused holiday time within reason, the District limits the amount of Floating Holiday that can be on the books at the end of each fiscal year to 16 hours. Each July, employees will receive pay for their earned Floating Holiday time for any hours in excess of 16 hours, for the previous fiscal year.

Part-time employees will receive holiday pay if they are scheduled to work on that holiday, in an amount equal to their hours for that day, up to 8 hours. Part-time employees will receive a pro-rated Floating Holiday.

Generally, when one of the holidays falls on Sunday, the following Monday shall be observed. If it falls on a Saturday, it will be observed the preceding Friday. The District provides a special holiday pay plan for WTP Shift Operators as described in the WTP MOU because of their unique 24-hour day working schedule.

### **3.9 HOLIDAY PAY**

Non-exempt employees who work on a District recognized holiday shall be paid time and one-half rate of pay for hours actually worked on the holiday, in addition to the eight hours holiday pay for that day.

See *Appendix B – Water Treatment Plant Operator Memorandum of Understanding* for additional policies related to shift operator holiday pay.

### **3.10 SICK LEAVE**

The District sick leave benefit provides income protection for employees who, because of illness or accident, are temporarily disabled and absent from work for limited periods of time. These employees

will be eligible for paid holidays that fall on a normally scheduled workday during the period of their active employment.

### **Accumulation**

Beginning with the date of employment, sick leave at one day per month shall be credited to the employee, prorated over each pay period, except for part-time, temporary or seasonal employees who will be credited with one hour of sick leave for every 30 hours worked.

Sick leave is not considered to be vacation and is to be used only during injury, illness, or medical appointments including blood, platelet or plasma donation. If sick leave is exhausted due to illness or injury, vacation can be used. Abuse in use of sick leave is grounds for dismissal.

To limit the liability of the District for unpaid sick leave, each July, employees will receive pay for their earned sick leave for any hours in excess of 480 hours as of June 30 at a rate of 50% of the value of the unused sick leave. Hours representing the other 50% of excess sick leave will be removed from their sick leave bank. Upon separation from the District, the employee shall be paid 10% of their accumulated sick leave balance for each full year of service up to 100% of the accumulated balance.

### **Procedures**

- A. Maintaining Contact: Sick leave benefits are contingent upon maintenance of regular contact with the District. Employees shall inform their supervisor of their estimated date of return to work. The employee is responsible for providing updated information to the supervisor and Department Manager as soon as they become aware that their estimated return to work date has been revised.
- B. Physician's Release: The District reserves the right to require a physician's written confirmation of injury or illness and/or written release before the employee may return to work. The District also may require the employee to be examined by the District's Medical Provider.
- C. Termination of Benefits: If an employee's disability absence continues beyond the period covered by sick leave, the employee will be placed on medical leave of absence status.

### **Sick Leave for Other Uses**

In accordance with the California Labor Code Section 233, an employee may use their annual sick leave in order to attend to (1) the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member; or (2) for specified purposes (See California Labor Code Sections 230(c) and 230.1 (a)) for an employee who is a victim of domestic violence, sexual assault, or stalking for time-off for the purposes described.

For sick leave purposes, a "family member" is defined as a spouse, registered domestic partner, child, parent or registered domestic partner's child, grandparent, grandchild, or sibling. A child is defined as biological, adopted, foster child, stepchild, legal ward, or a child an employee has accepted the duties and responsibilities of raising. A parent is defined as a biological, foster, adopted parent, stepparent or a legal guardian.

## **Sick Leave Sharing Program**

Upon learning of an employee's or their spouse or child's medical emergency that will keep the employee off work for a period of time longer than the employee's sick leave or vacation accruals will cover, the employee can request the District to solicit donations of sick leave from other District employees on their behalf. A medical emergency is defined as a medical condition of the employee (or family member of the employee) that would require the prolonged absence of the employee from duty and would result in a substantial loss of income to the employee because the employee would have exhausted all paid leave available (apart from leave that is available under the leave-sharing plan). Donations of sick leave shall be strictly voluntary and solicitations will be conducted on a case-by-case basis. Sharing of sick leave is intended for incidents where an employee has been off work for an extended period of time and has exhausted all their leave balances. The program is not intended to be used to assist an employee who has not accrued a sick leave balance due to continuous use of sick leave as it is earned.

Written authorization from the donating employee stating the number of hours donated and the name of the employee to whom the sick leave has been donated is required. Transfers of sick leave between employees shall be on a dollar-for-dollar basis. The value of the sick leave donated will be divided by the hourly rate of the receiving employee to determine the actual number of sick leave hours to be transferred.

The employee requesting the additional leave must submit a written application describing the medical emergency to the District. The employee must be a full or part-time regular employee and has a verifiable serious or catastrophic illness or non-industrial injury which is estimated to last for at least 30 calendar days, or has a spouse or child who has a verifiable serious or catastrophic illness or injury which is estimated to last for at least 30 calendar days and who requires continuous care from the employee. Serious or catastrophic illness or injury is defined as one in which the employee is incapacitated and unable to work as certified by their physician, or the employee's spouse or child is incapacitated, as certified by their physician, and the employee is unable to work as a result of having to provide care.

All donations will be subject to the following:

- IRS Revenue Ruling 90-29.
- Employees are not eligible to receive donated sick leave until they have exhausted all of their own sick and vacation leave time.
- An employee receiving and using donated leave will not accrue vacation or sick leave time.
- An employee will not be eligible to receive donated leave past their eligibility for short-term disability or upon separation from the District.
- Employees donating leave may not deplete their sick or vacation leave balances to less than 40 hours.
- In accordance with the Internal Revenue Code, donated hours are considered taxable income to the donor and the recipient. Employees donating leave will see an increase in their earnings and tax deductions in the period of the donation.

- Donations shall be made on the appropriate District form to be signed by the donating employee and are subject to the approval of the Department Manager and General Manager.
- All donations must be in whole hours. Total donations from one donating employee may not exceed 40 hours in any 12 month period.
- Once donations are applied to the recipient's timecard (i.e. paid out), they are irrevocable and non-transferable.
- Donated leave time shall be subject to the recipient's normal payroll deductions.
- Donations will be used in the order received by Payroll.
- Donated hours are not tax deductible.

### **3.11 SAFETY DAY INCENTIVE PROGRAM**

The Safety Day Incentive Program (Safety Day) promotes safety and rewards employees for sustaining a time period with no lost workdays or periods of modified duty, due to a work-related injury or illness.

Full or part-time regular employees will receive one day off after one full year of no lost workdays by the District's full or part-time regular employee work force; two days off after two consecutive full years of no lost work days; and three days off after three consecutive full years or more of no lost workdays. If an occupational injury or illness occurs resulting in restricted work activity beyond the date of the injury, the Safety Day anniversary date will be extended six months per occurrence to a maximum of two years. The Safety Day anniversary date will be the date of the District's last lost-day accident or injury, or the extended date if affected by a restricted work activity accident or injury.

Full or part-time regular employees who have not completed the new-employee evaluation period as of a Safety Day anniversary which results in an award of one or more days will be entitled to one safety day after the anniversary date. Full or part-time regular employees who have completed the new-employee evaluation period are entitled to take the full number of safety days earned on the next Safety Day anniversary date. Temporary employees are not eligible for, or part of, the Safety Day Incentive Program.

Earned safety days must be taken within one year of award and are not eligible for cash-out in lieu of time-off.

### **3.12 COMPASSIONATE LEAVE**

The District provides up to 40 hours compassionate leave with pay in the event of a death in an employee's immediate family to arrange for or attend a funeral of a member of close family relative. Compassionate leave need not be taken concurrently, but should be taken within 60 days of the death of the close family relative. Close family relative is defined in Chapter 1, Section 1.8 – Anti-Nepotism.

### **3.13 CRIME VICTIMS LEAVE**

An employee who is a victim of or whose immediate family is a victim of a violent felony, serious felony (as defined by the Penal Code), or a felony relating to theft or embezzlement crime may be absent from work to attend judicial proceedings related to the crime. For the purpose of this leave, immediate family is defined as employee's parents, stepparents, spouse, children, stepchildren, siblings, step-siblings, registered domestic partner or children of a registered domestic partner.

Employees must provide the employer with a copy of the written notice of each scheduled proceeding that is provided to the victim by the agency providing the notice, unless advance notice is not possible. If it is not feasible for an employee to provide advance notice, or an unscheduled absence occurs, the employee should provide documentation regarding the judicial proceedings within a reasonable time after the absences. Such notification or documentation may come from: 1) the court or agency setting the hearing; 2) the district attorney or prosecuting attorney's office; or 3) a victim advocate's office.

The employee may use accrued vacation leave, sick leave or unpaid leave for this absence.

### **3.14 DOMESTIC VIOLENCE AND SEXUAL ASSAULT LEAVE**

Leave for victims of domestic violence and sexual assault will be granted consistent with state law.

### **3.15 JURY DUTY/WITNESS LEAVE**

Employees will be given time-off when summoned for jury duty or subpoenaed to appear in court as a witness for the District. Employees may be asked to provide proof of Jury Duty in order to receive pay. Full pay shall be granted when absences occur on regularly scheduled workdays, when employee serves for equal to or greater than their regularly scheduled day (including travel time). If jury duty and travel time is less than a half day, the employee shall either return to work, or use leave balances for the difference. Pay will not be granted when jury duty occurs on an employee's normal day off or for hours in excess of the employee's regular eight-hour day. Any compensation received for jury duty from the courts will not be deducted from the employee's salary, instead to be used by the employee as reimbursement for mileage and miscellaneous expenses.

### **3.16 TIME-OFF FOR VOTING**

In the event that a full-time regular employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable them to vote. Such time-off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time. Under these circumstances an employee will be allowed a maximum of two hours on the Election Day without loss of pay. The employee shall give their supervisor at least two days' notice that time-off to vote is needed.

### **3.17 CIVIC**

The District will consider granting time-off without pay and with no penalties for emergency duties, which employees must undertake, for civil defense or other civic activities, such as Sheriff's reserve. Such leave may be granted provided employees furnish documentation of its necessity.

### **3.18 MILITARY LEAVE**

A request for military leave shall be made upon prescribed forms approved by the General Manager and shall state the date when it is desired to begin the leave of absence and the date of anticipated return. A copy of orders requiring such military service shall be submitted with the request.

Provisions of the Military and Veterans Code of the State of California, Sections 395-395.5 shall govern military leave. In general, current law provides that an employee having one year or more of service with a public entity is entitled to military leave with pay, not exceeding thirty days per year, if the employee is engaged in military duty ordered for purposes of active military training or encampment. If the employee has been employed for more than one year, they are entitled to the same vacation, sick leave and other benefits for the first 30 calendar days that would have accrued had they not been absent.

An employee who is required to attend scheduled service drill periods, or perform other inactive duty reserve obligations, is entitled to military leave without pay, not exceeding 180 calendar days per year, although the employee may, at their option, elect to use vacation time to attend the scheduled reserve drill periods or to perform other inactive drill period obligations.

In the event of any conflict between this policy and the Military and Veterans Code (Code), and the Federal Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. 4301 et. Seq. (USERRA), the Code and USERRA shall prevail.

The District shall allow their employees to use any accrued vacation leave time during any type of military leave covered by USERRA. Once an employee begins a military leave of absence, they shall continue receiving benefits under the employer's health care plan. If the period of service and thus absence, is less than 31 days, the employee shall only be charged the usual employee contribution amount for the coverage, if any. If the time period of service goes beyond 31 days, the employee may be charged no more than 102% of the full premium cost associated with the coverage, if any. The employee shall be given an opportunity to have their healthcare coverage extended for up to 24 months from the date of military departure.

There are multiple provisions of the USERRA and the Code that go beyond the space permitted in this Personnel Manual. Accordingly, for those employees who are called for military service, please contact the Director of Finance/Human Resources for a more comprehensive description of the employee and employer obligations and reinstatement rights.

### **3.19 SCHOOL/LICENSED DAY CARE FACILITY CONFERENCES**

Employees may be granted leave as required by law to attend and participate in the school activities of their children. Employees are permitted a maximum of 40 hours per year, not exceeding eight hours in any calendar month, to participate in activities of school or licensed child day care facilities of their children, if prior to taking the time-off, the employee gives reasonable notice of the planned absence. Employees may utilize existing vacation leave for this purpose or may take the time-off without pay. If an employee takes the time-off without pay, they may be required to provide documentation from the school or licensed day care facility demonstrating their participation or attendance at the event/activity.

For purposes of this section, “children” is defined as children, step-children, foster children, grandchildren, or other legal dependent of the employee who is under the age of 18.

### **3.20 ON-CALL DUTY**

On-Call duty is a requirement of employment for some positions. The duties of the employee assigned to On-Call duty encompass responding, either by telephone or in person, to after-hour reports from customers or others of problems associated with District operations. All On-Call personnel are required to be at least State Certified D2 Operators and be required to demonstrate the skills and knowledge necessary to perform On-Call duties in order to remain on active On-Call status. Employment of personnel in these positions requires residence within a 60-minute response time. Exceptions to the residence requirement in hiring for these positions require written approval by the General Manager. All policies within this manual are applicable during On-Call activities. An employee on On-Call duty will not be disciplined for delays in responding attributable to traffic conditions beyond the employee’s control.

### **3.21 STAND-BY PAY**

Stand-By Pay refers to compensation to the On-Call employee during off-duty hours for the time waiting for or in-between “Call-Outs” during which time the employee is ready to respond to a District related call.

Employees who are assigned to On-Call duty shall be entitled to daily Stand-By Pay in addition to their regular compensation and overtime pay equal to two hours of regular pay at the employee’s regular rate of pay for each weekday assigned to On-Call duty and four hours of regular pay at the employee’s regular rate of pay for each weekend day assigned to On-Call duty.

### **3.22 HOLIDAY STAND-BY PAY**

The On-Call employee working a District recognized holiday will receive four hours of Stand-By Pay at the employee’s regular rate of pay for On-Call duty on the recognized holiday.

### **3.23 CALL OUT PAY & PROCEDURES**

“Call-Out” refers to an employee assigned to On-Call duty receiving and/or responding to a District related call or alarm.

### **Call Out Pay**

All time worked related to On-Call duty, after normal working hours, shall be compensated at the employee's regular rate of pay or one and one-half times the employee's regular rate of pay for overtime work in accordance with Chapter 3.1 - Overtime Pay: Non-Exempt Employees and Chapter 3.9 - Holiday Pay. For purposes of calculating hours worked, if the employee is required to return to work, time shall be calculated from the time that the employee received the initial call initiating the response and ending when the employee returns home. If the employee would be required to remain on duty until the start of the regularly scheduled shift, however, return travel time will not be counted as hours worked.

### **Minimum Call-Out**

The Minimum Call-Out time will be 2 hours for any Call-Out requiring the On-Call employee to return to work. The On-Call employee will never be compensated for more than one 2-hour Minimum Call-Out during any four-hour period. Compensation beyond the minimum 2-hour Call-Out will be based on actual hours worked over the 2-hour minimum. The next allowable 2-hour Minimum Call-Out is allowed once the On-Call employee returns home and four hours have passed beyond the time of the first call requiring a response. A maximum of three 2-hour Minimum Call-Outs during a 16-hour time period after completion of a normal work shift will be permitted. A maximum of five 2-hour Minimum Call-Outs during a 24-hour time period on weekends and holidays will be permitted.

Whenever an employee receives more than the maximum number of Call-Outs within the time periods specified above, the employee shall not be entitled to an additional Minimum Call-Out time of two hours, but rather the employee will be compensated based on actual hours worked.

### **3.24 TELEPHONE RESPONSE PAY**

If the On-Call employee receives a phone call after normal working hours that requires more than 15-minutes to resolve and does not require the On-Call employee to return to work, the employee will be compensated for one hour of work for responding to the telephone call. There will not be more than one 1-hour telephone response in any two-hour period; compensation beyond the initial 1-hour minimum will be based on actual time worked. For purposes of calculating hours worked, time worked will begin at the time the employee calls the answering service to address the issue and ends when the call is ended.

### **3.25 CALL-BACK PAY & PROCEDURES**

"Call-Back" refers to an employee who is currently not assigned to On-Call duty, has completed their regular shift and has left the premises and then is called back to work. Call-Back does not apply to scheduled work outside of normal operating hours.

The Call-Back employee, if required to return to work, shall be compensated at their regular rate of pay for actual time worked subject to the overtime provisions of Chapter 3.1 for hours worked in excess of 40 hours in the workweek. For purposes of calculating hours worked, if the employee is required to return to work, time shall be calculated from the time that the employee received the call initiating the response and ending when the employee returns home. If the employee would be required to remain on duty until the start of the regularly scheduled shift; however, return travel time will not be counted as hours worked.

### **3.26 REQUIRED REST PERIOD**

Employees should generally have 6 to 8 hours of sleep. If, due to On-Call or Call-Back duties, or work scheduled outside of their normal shift, an employee is not able to obtain enough sleep, the Department Manager can send the employee home to rest before commencing their next shift. In such situations, Department Managers should generally strive to ensure their employees have the opportunity to receive a combined total of 8 hours of sleep between regularly scheduled shifts and are adequately rested before returning to duty. Required rest periods will be considered time worked for overtime and regular pay purposes.

### **3.27 WORK LOG**

A log will be provided by each manager or supervisor to be filled out by the On-Call or Call-Back employee to document hours worked. The hours worked documented on the log must be included on the employee's time sheet. It is the supervisor's and/or manager's responsibility to review the log for accuracy and approve the Call-Out/Call-Back time on every timesheet.

# Chapter 4 - Wages, Benefits and Salary Plan Administration

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*Changes to this chapter are subject to approval of the Board of Directors via policy HR6.1 Employee Compensation and Benefits. Please read this chapter in tandem with the Board Policy. In the case of any discrepancies between this chapter and policy HR6.1 Employee Compensation and Benefits, the board policy rules.*

## 4.1 SALARY RANGES

The District has established pay ranges for the various job classifications. In establishing these ranges, the Board of Directors considered several factors, including the total compensation for similar positions in other comparable agencies, and each position's level of responsibility, technical qualifications, and the relative degree of decision-making. Salary ranges may be changed from time to time by the Board of Directors in accordance with its Compensation and Benefits Policy.

## 4.2 MERIT INCREASES

Each position at the District has a salary range. Each salary range allows for placement in the range based on experience and progression through the range based on performance of the employee, at the discretion of the General Manager.

When an employee is not at the top of their salary range, they are eligible for consideration of a merit increase. The amount of the merit increase is determined by their manager, in consultation with the General Manager, based on their performance in the previous 12 months. Any merit increase applied to an employee's salary increases the base salary amount for that employee.

Merit increases are provided to eligible employees during the first full pay period in February. Employees in their new-hire evaluation period as of December 31 are not eligible for a merit pay increase. Those employees who are paid at the top of their salary range are not eligible for any merit salary increases.

## 4.3 COST OF LIVING ADJUSTMENTS

The Board of Directors' Compensation and Benefits Policy governs periodic compensation studies and the award of Cost of Living Adjustments (COLA). Under that policy, the General Manager has general discretion to award an annual Cost of Living Adjustment subject to specific budget constraints and other limitations set by the Board. The consumer Price Index (CPI) for West B/C is used as a guideline. COLAs generally are effective as of the first full pay period in July.

## 4.4 PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The District is a member of the Public Employees' Retirement System of the State of California (CalPERS) and membership is compulsory for all employees. Full-time employees and those meeting the 1,000-hours per year requirement of CalPERS are covered under CalPERS. This plan requires an employee to make contributions based upon a percentage of their salary depending on their pension tier.

Full vesting occurs after five years of continuous coverage with a CalPERS participating employer; however, a member's accumulated CalPERS contributions will remain on deposit with CalPERS upon a member's separation from CalPERS-covered employment, regardless of the member's years of credited service, until the member requests to withdraw the contributions. In addition, the District contributes a substantial amount to this plan at a rate adjusted annually by CalPERS.

Upon retirement, an employee may elect to convert accumulated sick leave into service credit toward retirement according to the District's CalPERS contract. An employee may either cash out vested sick leave, as described in Chapter 3, Section 3.10, or convert it to service credit, but not both.

### **Benefit Tiers**

An employee's retirement benefit formula depends upon their length of service in CalPERS, as well as the employee's entry date into CalPERS and hire date with the District, as described below.

#### **Tier One**

Employees hired prior to February 14, 2009, are eligible for the 3% at 60 Miscellaneous Retirement Benefit. Final compensation is calculated by utilizing the highest average compensation during any consecutive 12 months of employment.

#### **Tier Two**

Employees hired on or after February 14, 2009, and prior to January 1, 2013, are eligible for the 3% at 60 Miscellaneous Retirement Benefit. Employees joining the District on or after January 1, 2013, that were first hired into a CalPERS participating agency, without a break in service of six months or more, are also eligible for the 3% at 60 Miscellaneous Benefit. Final compensation is calculated by utilizing the average full-time pay rate of the employee's 36 highest consecutive months.

#### **PEPRA Tier**

Employees first hired into a CalPERS participating agency on or after January 1, 2013, or those with a break in CalPERS covered service of six months or greater, are eligible for the 2% at 62 Miscellaneous Retirement Benefit, with final compensation calculated by utilizing the average full-time pay rate of the employee's 36 highest consecutive months.

Detailed provisions of the plan are provided in the District's contract with CalPERS and in the CalPERS Law. Employees should contact CalPERS at 1-888-CAL-PERS or the internet website at [www.CalPERS.ca.gov](http://www.CalPERS.ca.gov) for more information.

## **4.5 INCENTIVE AWARD PROGRAM**

### **Program Purpose**

The purpose of this program is to further the District's ability to attract and retain the services of the most experienced, motivated and capable group of employees, and to award employees for independent and creative ideas and projects that put downward pressure on water rates. Through recruitment and retention of a superior workforce, the District can better serve the interests of its customers, staff and the broader regional community.

This program is available to those employees who exhibit exemplary performance demonstrated through any of the following:

- The achievement of significant cost savings or new/increased revenue generation
- A significant improvement to efficiency
- A significant improvement in safe work practices
- A significant improvement to the District's operations

It is not the intent of this program to provide awards to employees whose continued and ongoing performance exceeds expectations. General exceptional performance is awarded through merit increases provided in the annual employee evaluation process. The Board intends incentive awards to be considered a one-time recognition of an act of exceptional merit, not as an increase to base salary.

This program is funded out of the general salary and benefits annual budget, which is prepared in conformance with the Board's Compensation Policy.

### **Eligible Participants**

This program is available to full or part-time regular employees who have been with the District for at least one year. The General Manager operates under a contract and is considered separately from this policy.

### **Award Amount and Timing and Process**

The incentive award will be a fixed amount up to \$10,000 per award (subject to budget). Awards should be given as soon as possible after the event warranting the award. At the end of each calendar year, the General Manager will review the awards given and determine if additional awards are merited. Nothing in this policy guarantees that the General Manager will expend any portion of the budget for employee incentive awards or that any employee will receive an award.

### **Process for Determining Award**

Managers may recommend an employee for an award at any time. The recommendation should include a detailed description of the basis for the award and a recommended amount. The General Manager will review the recommendation, and either approve, amend or deny the award. In reviewing recommendations, the General Manager will consider the merits of the recommendation, the amount available within the budget, and the overall distribution of awards between management and non-management staff.

### **Payment of Award**

Performance incentives, when awarded, shall be paid in one installment on either the next available payroll or in February in conjunction with the annual performance evaluation process.

## **4.6 UNIFORM ALLOWANCE**

Certain positions, described further in Chapter 5.7, are required to wear district uniforms. Uniforms will be issued on an “as needed” basis during each fiscal year, not to exceed an annual value of \$1,000. The value of the uniforms provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA). The General Manager has the authority to set or change uniform requirements including brand, quantity, clothing type for each employee as long as the total annual value per employee does not exceed \$1,000 (excluding safety items).

## **4.7 GENERAL INSURANCE**

The District provides a wide variety of insurance coverage. It is the employee's responsibility to fill out claim forms and submit them for processing.

The District may delete or change employee insurance and other benefits with or without amending this manual, and with or without notice to employees. The specific terms of the District insurance benefits are set forth in various insurance policy and plan documents. This chapter summarizes the key benefits. In the event of any conflict between this chapter and a policy or plan document, the policy or plan document shall govern.

## **4.8 GROUP HEALTH INSURANCE**

Full-time regular employees and their eligible dependents, as defined by CalPERS, are covered under the health insurance plan of their choice from among those offered by CalPERS. Coverage generally begins on the first day of the month following the date of hire. If a new employee is already covered by a CalPERS health plan that plan will likely provide coverage through the month following separation from the previous employer, resulting in continuous coverage between the former employer and hire with the District. Effective January 1, 2020, the District's contribution is capped at the “Blue Shield Access Plus” rate for CalPERS Region 1. The District will contribute an amount equal to the premium for Blue Shield Access Plus Region 1 for each eligible employee, spouse and any dependents. For example, a single employee, with no children would receive a District contribution towards health care up to the amount of the Blue Shield Access Plan premium for “employee only”. If that employee marries, they would receive a District contribution towards health care up to the amount of the Blue Shield Access Plan premium for “employee plus spouse”. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District’s Finance Department.

It is mandatory that each employee notify the District whenever any additions or deletions occur in their dependent status. Employees are also subject to the eligibility requirements, timing and deadlines determined by the health insurance provider.

Under federal law, if an employee's group health benefits end due to specified qualifying events, the employee or dependent may elect to continue coverage under the District's health plan for a limited period and at the employee's or dependent's expense. A qualifying event is any of the following:

For an employee:

Termination of employment (other than for gross misconduct) or reduction of hours worked so as to render the employee ineligible for coverage.

For dependents:

Death of the employee;

Divorce or legal separation;

Loss of coverage due to the employee becoming eligible for Medicare;

For a dependent child, ceasing to qualify as a dependent under the Plan.

Employees and dependents who qualify and wish to continue their coverage will receive notification of their rights and will receive the necessary information and forms to initiate the conversion process.

#### **4.9 CASH IN LIEU OF MEDICAL INSURANCE**

An employee who is eligible for coverage under the District's medical plan specified in Chapter 4.8, but who is covered by another medical plan, may elect not to be covered by the District's medical plan by furnishing the District with proof of such medical coverage and by signing a waiver of benefits. In return for not contributing for an employee's medical coverage, the District shall pay the employee \$450 per month (spread over 24 pay periods). If the employee later elects to reinstate under the District's medical plan, these payments will terminate. Employees may make the coverage election only upon initial hire, annually during CalPERS open enrollment, or in the event of a qualifying event (as defined by CalPERS).

#### **4.10 POST-RETIREMENT HEALTH**

Full-time regular employees who retire from the District remain covered under a health insurance plan of their choice from among those offered by CalPERS, provided that CalPERS' guidelines are met. In accordance with the policy adopted by the Board effective as of February 14, 2009, employees are divided into two tiers for purposes of District-paid retiree health benefits premium payments: (1) those hired prior to February 1, 2009, are in the First Tier; and (2) those hired on or after February 1, 2009, are in the Second Tier. Benefits under the two tiers are:

**First Tier (hired prior to February 1, 2009)**

Employees in the First Tier vest after five years of service in the District's payment of 100 percent of the District's current contribution amount (as defined in Chapter 4.8 - Group Health Insurance) toward post-retirement health insurance benefits under the plans offered by CalPERS. To receive this benefit, an eligible employee must formally retire through CalPERS within 120 days of separating from employment with the San Juan Water District. Any future changes to the amount of the District's contribution for active employees would apply to retired employees receiving the First Tier benefit. The District may, once each year without discrimination, allow employees who are covered under the First Tier to elect to be subject to the provisions of the Second Tier. The District must notify CalPERS which employees made that election.

#### **Second Tier (Hired on or after February 1, 2009)**

Employees in the Second Tier, who have worked for the San Juan Water District for at least five years, will vest in an entitlement to District-paid health benefits premiums for CalPERS-sponsored health plans in an amount computed using the 100/90 method as described in Government Code Section 22893 and in accordance with the following vesting schedule:

<u>Years of Service in CalPERS</u>	<u>Percentage of Contribution</u>
Less than 10	0%
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

To receive this benefit, an eligible employee must formally retire through CalPERS within 120 days of separating from employment with the District. However, if an employee in Tier 2 has 20 years of service with the District, they are entitled to the full benefit whether they retire from the District or from any other entity, public or private, unless another entity offers a richer benefit than the District's, in which case the employee may be eligible for that benefit. See Government Code Section 22893 for further clarification and exceptions.

#### **4.11 DENTAL INSURANCE**

The District provides dental insurance for full-time regular employees and their dependents. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District's Finance Department.

The District pays 100% of the employee premium for this coverage and 75% of the premium for eligible dependents. Eligible dependents are spouses, domestic partners, dependent children under age 26, and other dependents as required by state or federal law. An employee with dependent coverage contributes the remaining 25% of the premium for their dependents through payroll deductions.

#### **4.12 VISION INSURANCE**

The District provides vision insurance for full-time regular employees and their eligible dependents. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that

are available for review by employees at the District's Finance Department.

The District pays 100% of the premium for full-time regular employees and their eligible dependents.

#### **4.13 GROUP LIFE INSURANCE**

Full-time regular employees are covered by group life insurance in the amount of one-times annual salary or wages. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review at the District's Finance Department.

#### **4.14 EMPLOYEE-PAID INSURANCE**

Supplemental insurance may be available to full-time regular employees. Premiums are paid by employees through payroll deductions. See the Director of Finance/Human Resources for more details.

#### **4.15 DISABILITY**

Full-time regular employees are covered by short-term and long-term disability insurance. Premiums are paid by the District. The specific terms, scope and limitations of the coverage are set forth in the insurance plan documents that are available for review by employees at the District's Finance Department.

Short-term and long-term disability coverages provide weekly benefits to partially replace lost income for employees who are unable to work as the result of a disability. The nature of the disability can be injury or illness and can be work-related or non-work-related.

Physician certification is required to apply for disability benefits. While receiving disability benefits, employee leave accruals are discontinued, except to the extent the employee is integrating leave balances to augment disability payments. Safety Days earned by full or part-time regular employees will be prorated for an employee who is out on disability based upon the amount of time they worked during the Safety Day accrual period. Any Floating Holidays granted while the employee is on leave will be added to their leave bank upon their return. The District will continue to pay health and dental benefits for employees for one year from the date of injury, while on short and long-term disability. After the one-year period, the employee may continue coverage by paying the portion of the District's insurance premium attributable to the employee's coverage. See Chapter 4.16 – Workers' Compensation Insurance for additional information about disability for work-related injuries.

#### **4.16 WORKERS' COMPENSATION INSURANCE**

**It is the employee's responsibility to report immediately to their Department Manager any work-related injuries or illness, regardless of severity.**

This coverage protects employees if injured or disabled on the job. It also provides medical, surgical, and hospital treatment in addition to payment for a portion of lost earnings that result from work-related injuries. Compensation payments begin from the first day of employee's hospitalization or after the third day following the injury if employee is not hospitalized. The cost of this coverage is completely paid for by the District. Time spent going to the District's current District Workers Compensation Medical Provider for

immediate/initial treatment, up to the end of the employee's regular work day, should be reported and paid as regular time worked. However, accumulated sick, vacation or other earned time-off will need to be used for the three-day waiting period to bring the employee's compensation up to, but not greater than, the employee's regular gross pay. Disability benefits may be able to be coordinated with workers' compensation benefits, depending on the determination of both the disability and workers' compensation insurance providers. Employees needing follow-up medical appointments will be charged the time-off from their accumulated sick or vacation leave. Any overpayment of benefits will require reimbursement to the District.

Employees may choose to integrate their leave balances with their workers' compensation benefit, to bring compensation to 100%. While out on workers' compensation leave, health, dental and vision will continue to be paid for up to one year, as if the employee were working. Sick and vacation leave time will accrue for 90 days. Beyond 90 days, leave will accrue in proportion to the amount the employee is using leave balances to augment the workers' compensation insurance. Any Floating Holidays granted while the employee is on leave will be added to their leave bank upon their return.

Questions regarding workers' compensation coverage should be directed to the Director of Finance.

#### **4.17 UNEMPLOYMENT INSURANCE**

Unemployment insurance coverage may be available to employees in the event of separation or layoff from employment with the District. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department Office.

#### **4.18 EDUCATION PROGRAM**

The District encourages employees to participate in educational and training activities. In addition to increasing employee job proficiency, this education should improve work force stability and the District's ability to attract and retain outstanding employees. The education program is available to all employees after the six-month probationary period has been completed.

##### **On-Duty Education**

Employees may, with prior approval, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's position, or to one they may reasonably aspire to, and that will provide benefit to the District.

All departments will annually review and identify areas of training required to maintain employees' technical and administrative capabilities. Specific schools, conferences and/or seminars are to be listed on budget submission requests wherever applicable and available. The District will pay all fees, tuition and expenses for approved training. Supervisor and/or Department Manager approval for all requests for this training must be obtained prior to enrollment.

##### **Off-Duty Education**

Educational assistance is available to employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments. Assistance for off-duty educational expenses is at the discretion of the General Manager and subject to availability of budgeted funds.

This education may occur after regular working hours at a college, vocational trade school or through a self-study correspondence course, which leads to a certificate, license or diploma related to the general functions of the District.

Under special circumstances, employees may attend classes during business hours if (1) the course is not available (and will not be) at night or through a correspondence course, (2) the course pertains to a District-approved degree program, and (3) the employee arranges a flexible time schedule with their supervisor to make up time spent in class during normal work hours.

### **Eligibility for Off-Duty Education Assistance**

Only full-time regular employees, who are performing their jobs satisfactorily, are eligible for this program.

The following off-duty education may qualify for financial assistance:

- A. Post-secondary Degree (Associates, Bachelors, Masters, other as approved).
- B. Specific courses taken for credit relating to water service functions of the District.
- C. Specific courses taken for credit relating to support functions of the District (i.e., accounting, administrative, welding, chemistry, etc.).
- D. Specific courses resulting in certificates or professional licenses.
- E. Self-study/correspondence courses from reputable institutions with final exam and certificate in subjects that relate to District functions.
- F. Other programs deemed appropriate by the General Manager for District personnel.

### **Conditions for Financial Assistance**

- A. District financial assistance is limited to \$1,000 per fiscal year and \$5,000 career maximum per employee.
- B. Every course that the employee desires to attend must be approved in advance by submitting an Off-Duty Education Assistance Request Form.
- C. Any District financial support under this provision shall be implemented by a contract between the District and employee.
- D. Completion of the course with a minimum final grade of "B" or equivalent.

- E. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then, the remaining cost, up to the maximum available, will be eligible for payment by the District.
- F. Total financial assistance for Degree programs require a commitment by the employee to continue District employment for a minimum of three years following completion of the program.

If the employee leaves the District after two years, but less than three years following completion of the degree requirements, financial assistance from the District will be one-half of the cost of the degree program, with the remaining one-half the employee's responsibility. If the District has already paid the full amount, the employee will be required to re-pay the District for their half of the expense.

If the employee leaves the District less than two years following completion of the degree requirements, the employee is responsible to reimburse the District in full for its financial assistance toward the cost of the degree program.
- G. Unless arrangements have been made to pay the costs directly to the school, the assistance check is issued to the employee after they furnish evidence of expenses incurred (i.e., receipts, canceled checks, etc.).
- H. The employee will furnish the District proof of their successful completion of the course, and final grade, as soon as possible after the end of the class. Reimbursement for subsequent enrollment requires evidence of grade B or better on previously reimbursed courses.

### **Procedure**

The Degree program is approved by the General Manager on a case-by-case basis. Employees desiring to obtain a degree should submit their written request stating goals and objectives, institution that they plan to attend and schedule of estimated expenditures via their Department Manager to the General Manager. If approved, the District's financial assistance may be used only to pay for tuition, books, fees and parking.

### **4.19 PROFESSIONAL CERTIFICATION**

The District encourages employees to pursue professional certifications that are necessary to perform in their positions or to obtain promotions, or otherwise will be beneficial to themselves and the District.

The District will pay for the first testing cost for a certification that benefits the District. If the employee does not pass on the first attempt, subsequent testing fees will be paid by the employee. Certification and recertification fees will be paid by the District.

### **4.20 CREDIT UNION**

All District employees are eligible for membership in various local Credit Unions. Employees should check with their Credit Union of interest to determine eligibility.

#### **4.21 EMPLOYEE ASSISTANCE PROGRAM**

All District employees have access to a variety of support services through the District Employee Assistance Program. Services include a limited amount of counseling, financial and legal consultation, and more. Information on the program can be found in the brochure located in the hallway of the Administration Building, or by contacting a staff member in the Finance/Human Resources Department.

## **Chapter 5 - Standards of Conduct**

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*Changes to this chapter are subject to approval of the General Manager.*

### **5.1 STANDARDS OF CONDUCT – CAUSES FOR DISCIPLINARY ACTION**

The tenure of every District employee shall be conditioned by good behavior and satisfactory work performance. The District established Standards of Conduct to guide employees and to ensure safe, efficient and harmonious operations of the District. Violations of District Standards of Conduct or other actions inconsistent with the goals, policies, and rules and regulations of the District, may lead to disciplinary action under the procedures described in this Chapter.

Actions inconsistent with District goals, policies, and rules and regulations, including but not limited to the violations of District Standards of Conduct listed below, shall be grounds for discipline. Each of the following acts may be considered a violation of District Standards of Conduct:

1. Excessive or unjustified absences. Excessive means the timing and number of absences such that they disrupt work flow and efficiency on a frequent or regular basis. After six months employment, absence for illness for which no sick leave is accrued will be considered excessive absence. Failure to inform the immediate supervisor, or other appropriate management staff promptly by telephone or other means within an hour of the time the employee is expected to start work is considered an unjustified absence.
2. Fighting, throwing things, horseplay, practical jokes or other disorderly conduct that may endanger the well-being of any employee or District operation.
3. Deliberate or grossly negligent damage to District property, property of other employees, or public property.
4. Interference with, insubordination, or refusal to obey any supervisor or other duly-constituted authority.
5. Possessing, ingesting, or being under the influence of liquor, narcotics or dangerous drugs on District property, on a District job site, or while on stand-by duty.
6. Falsifying employment application, time cards, or other District employment records.

7. Failure to observe safety rules, regulations, policies, practices and procedures, including the wearing of safety equipment as directed.
8. Theft, fraud, gambling, carrying personal or concealed weapons or explosives, or violation of criminal laws on District property or on a District job site.
9. Leaving District boundaries, or a District job site, during working hours without authorization.
10. Working on unauthorized projects on District premises or on a District job site.
11. Excessive wage attachments or garnishments.
12. Solicitation on the work time of either the employee soliciting or the employee being solicited, or distribution of any unauthorized literature, posters, handbill or notices in work areas.
13. Unauthorized use or removal of District records or property of any kind or of records or property in the District's custody.
14. Altering or falsifying work or job records, other than time cards or other employment records.
15. Failure to return to work upon expiration of an authorized leave or vacation.
16. Failure to report to work for one regular working day without proper notification, except for exceptional circumstances as defined by the General Manager.
17. Misrepresentation of the reasons in applying for a leave of absence or other time-off from work, or willful misrepresentation of reasons for calling in to report absence due to illness.
18. Failure to declare, or upon request, to withdraw from, outside activities or activities in interests that conflict with, detract from, or adversely affect the interests of the District.
19. Failure to report involvement in an accident occurring on District premises, on a District job site, or in route to or from a District job site, or involving District equipment, or giving false information in accident or insurance reports.
20. Willful failure to report to a supervisor any significant omissions, errors or mistakes, or accidental damage affecting work assignment, property or equipment.
21. Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or unauthorized use of or duplication of keys.
22. Quitting work or taking early cleanup before the end of a shift.
23. Stretching rest or meal breaks or otherwise wasting time.
24. Creating or contributing to unsanitary or unsafe conditions by poor housekeeping.

25. Sleeping while on duty (excluding Water Treatment Plant shift operators during their normal sleep hours)
26. Threatening or intimidating other employees or members of the public.
27. Failure to observe traffic and parking rules.
28. Fighting, assaulting or attempting to provoke a fight.
29. Failure to work harmoniously with other employees.
30. Excessive tardiness in reporting or commencing work at the beginning of a shift.
31. Behavior unbecoming a District employee, or behavior or action that would adversely prejudice public opinion of the District.
32. Neglect of duty.
33. Failure to use District time, materials or supplies in an efficient manner.
34. Unauthorized use of vehicles, equipment or supplies.
35. Failure to perform duties or fulfill requirements of the classification in a competent manner and with the least amount of supervision.
36. Violation of the District's anti-harassment or non-discrimination policies.
37. Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Division of Motor Vehicles. This rule applies only to those employees who must maintain such a license as a condition of their employment.
38. Failure to notify the District at the first opportunity of any off-duty conduct or of being charged with a crime that could negatively affect District job performance. Conviction of a serious crime, including a misdemeanor or felony.
39. Misuse of electronic signatures.
40. Engaging in other practices that may be inconsistent with the image, rules or goals of the District, or that may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the District and its employees.
41. Violation of any federal, state or local law or District ordinance, policy or procedure in the course and scope of District employment.

## **5.2 DISCIPLINARY ACTION FOR VIOLATION OF STANDARDS OF CONDUCT**

Violation of the following acts will result in the discipline specified or as otherwise deemed appropriate by the General Manager.

### **Discipline – as defined in Chapter 5.3**

- A. Verbal Warning
- B. Written Warning
- C. Eight Working Hours Suspension without Pay
- D. Twenty-four Working Hours Suspension without Pay
- E. Forty Working Hours Suspension without Pay or Salary Reduction
- F. Demotion or Dismissal

<u>Act No.</u>	<u>1<sup>st</sup> Offense</u>	<u>2<sup>nd</sup> Offense</u>	<u>3<sup>rd</sup> Offense</u>	<u>4<sup>th</sup> Offense</u>	<u>5<sup>th</sup> Offense</u>
1.	A	B	D		F
2.	B	C	D		F
3.	D	F			
4.	D	F			
5.	F				
6.	F				
7.	B	D	F		
8.	F				
9.	A/B	D	F		
10.	A/B	D	F		
11.	A	B	C	D	
12.	A	B	C		F
13.	E	F			
14.	F				
15.	D	E	F		
16.	F				
17.	D	F			
18.	D	F			
19.	D	F			
20.	D	F			
21.	F				
22.	A	B	D	F	
23.	A	B	C	F	
24.	A	B	D	F	
25.	E	F			
26.	F				
27.	A	B	D	F	
28.	F				
29.	A	B	D	F	

30.	A	B	C	D	F
31.	B	D	F		
32.	A	B	D	F	
33.	A	B	C	D	F
34.	A	B	D	F	
35.	A	B	D	F	
36.	D	F			
37.	F				
38.	F				
39.	F				
40.	A	B	C	D	F
41.	A	B	D	F	

### **5.3 DISCIPLINARY PROCEDURE FOR FULL OR PART-TIME REGULAR EMPLOYEES**

Depending upon the facts and circumstances involved in each situation, management may choose to begin disciplinary action at any step within the guidelines provided in Chapter 5.2 or as the specific circumstances of a violation may warrant. In general, however, discipline should follow a pattern of increasing severity as causes for discipline are more serious and persist.

#### **Minor Discipline**

Minor discipline may be imposed without reference to the procedural requirements of this Chapter. Minor discipline includes verbal warnings, written reprimand, suspension without pay for not more than one day, change in work hours, and reassignment without reduction in pay. Examples of violations of District Standards of Conduct calling for minor discipline may be found in Chapters 5.1 and 5.2 where the first and/or second violation will result in either (a) verbal warning, (b) written warning, or (c) eight hours suspension without pay or any combination of these three methods of disciplinary action.

Verbal Warning: For minor violations, the employee may be issued a verbal warning. If the situation does not improve within a reasonable period of time depending on the seriousness of the issue and other factors as determined by the employee's supervisor, the Department Manager may repeat the measure, or use the next step. The Department Manager and/or supervisor should keep a written record of the date and substance of verbal warning, but the record will not become part of the employee's personnel file unless the situation leading to the warning is uncorrected, and more serious disciplinary procedures are deemed necessary.

Written Reprimand: For more substantial violations, or repeated minor violations, the employee will be issued a written reprimand. If the situation does not improve within a reasonable length of time depending on the seriousness of the issue and other factors as determined by the employee's supervisor, the Department Manager may issue repeat reprimands. A copy of any written reprimand shall be placed in the employee's personnel file.

Other Minor Discipline: For more serious violations of District Standards of Conduct or for persistent failure to correct deficiencies noted in verbal warnings or written reprimands, other minor discipline may be imposed, such as suspension without pay for one day, change in working hours, and reassignment with

no reduction in pay. Any such minor discipline may be accomplished by written notice to the employee, and a copy of the notice will be placed in the employee's personnel file.

### **Major Discipline**

The following disciplinary actions require compliance with the procedures provided below. The following procedures may be taken by the appropriate level of management to correct the performance deficiencies of full or part-time regular employees, including management employees. Examples of violations of District Standards of Conduct calling for major discipline may be found in Chapters 5.1 and 5.2, where the violation will result in either (a) twenty-four hours suspension without pay, (b) forty hours suspension without pay, or salary deduction, or (c) demotion or dismissal.

Forms of major discipline are:

Suspension from Duty: An ordered stoppage of an employee's duties for more than one day without pay.

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

Demotion: A reduction from a position in one class to a position in a class with less responsibility having a lower salary range effected for disciplinary purposes. (Demotions resulting from employee's inability to perform required duties, organizational changes, or layoffs are not disciplinary, and are not subject to Chapters 5.1 and 5.2.)

Dismissal: Discharge from District service.

### **Disciplinary Procedures for Full or Part-Time Regular Employees Requiring Notice and Review**

To ensure that all full or part-time regular employees are fairly treated when subjected to major disciplinary action described in this Chapter, the following set of procedures will be followed. These procedures do not apply to the General Manager or to any employee who has a written contract of employment with the District, unless the contract so provides.

A. Notice of Proposed Discipline: Before imposing major discipline, the District shall deliver to the employee a written notice of the proposed major discipline. The notice of proposed discipline shall be prepared by the manager or supervisor or, in the case of management employees, by the next senior level of management. Such notice shall be personally served on the employee or sent by registered or certified mail to the employee's place of residence as shown on the records of the District. The notice shall be served on or mailed not less than seven working days prior to the date of the proposed major discipline and shall contain the following:

1. The type and effective date of the proposed disciplinary action.
2. A statement of the reasons for the proposed discipline. The statement of reasons shall contain such specifications as to give a reasonable person a fair opportunity to understand and respond to the reasons.

3. If the reasons are based upon documents or materials, the notice shall include copies of the documents or materials. If the reasons are based upon statements or reports from witnesses other than the manager or supervisor who prepares the notice of proposed discipline, the notice shall include the names of such witnesses subject to the provision of Chapter 1, Section 1.7.
  4. A date for the employee to file a written response, which shall be not later than the close of business of the third working day prior to the effective date of the proposed discipline. The notice shall specify that the written response must be delivered to the Reviewing Officer (defined below) by the date specified, state the reasons why the proposed discipline should not become effective, include documents or other material supporting the employee's position, and state whether the employee wishes to have oral testimony presented to the Reviewing Officer. Failure to file a written response by the date specified shall be a waiver of the employee's right to review of the proposed discipline. The Reviewing Officer may extend the response deadline, which extension must be in writing.
- B. Response of Employee: The employee shall have the right to respond, either in writing, or both in writing and orally, as provided in the notice to the employee. Written responses shall be delivered to the Reviewing Officer. If the employee desires to make an oral response, the employee shall give written notice to the Reviewing Officer of this fact not later than the deadline provided in the notice. Failure of the employee to give notice of the desire to make oral presentation shall constitute a waiver by the employee of any right to an oral presentation. The request for an oral presentation shall also designate any District employee, who the employee subject to proposed discipline, wishes to have present to provide oral testimony.
- C. Oral Presentation: If the employee gives the notice provided for in subsection B hereof, the oral response of the employee shall be presented to the Reviewing Officer. At the time of the employee's oral response, the employee shall have the right to be represented by counsel, by one of the District employee's representatives, or both. The employee shall have the right to be present and hear any oral presentation by the Reviewing Officer, Department Manager or other witnesses in support of the proposed discipline. Any employee or their representative may request the Reviewing Officer to ask questions of the Department Manager or the witnesses appearing in support of the proposed discipline. The employee may provide oral presentation to the Reviewing Officer, and may produce witnesses to make oral presentation to the Reviewing Officer. If any witness is a District employee, was listed in the employee's written request to make oral presentation, and can be made available without unduly interfering with the operations of the District, the Reviewing Officer will coordinate the appearance of the witness to be present at the time of the oral presentation. The Reviewing Officer may continue the effective date of the discipline for a reasonable period until District employee witnesses can be present.
- D. Reviewing Officer Designation: The Reviewing Officer shall generally be the supervisor next senior to the supervisor who prepared the notice of proposed discipline, except in the case of Department Managers and other employees who report directly to the General Manager, for

whom the Reviewing Officer shall be either the Director of Finance or the Operations Manager. Normally, major discipline will be proposed by the Department Manager and reviewed by the General Manager. The employee shall have no right to disqualify or in any way participate in the selection of the Reviewing Officer. Appeal, according to subsection F, shall be the remedy if the employee alleges bias on the part of the Reviewing Officer.

- E. Reviewing Officer Decision: After considering the proposed disciplinary action and any supporting documents or other information, and any written or oral response by the employee, the Reviewing Officer shall render a decision affirming, rejecting or modifying the proposed discipline. The decision shall be in writing and include a written summary of the basis for the decision. The decision must be rendered within five working days after the latter of the following: oral presentation (if any); receipt of the written response (if any); or, deadline to file a written response (in the event of no oral presentation or written response). The Reviewing Officer's decision shall be delivered or mailed to the employee.
- F. Appeal of Reviewing Officer Decision: If an employee has filed a written response to a notice of proposed discipline, the employee may appeal the determination of the Reviewing Officer. Unless otherwise provided by the Board, appeal shall not suspend or delay the effective date of the discipline.
  1. Time of Appeal: Any appeal of the Reviewing Officer's determination shall be initiated by filing a response to the Reviewing Officer's written decision and summary of basis for ruling. The appeal must be filed with the General Manager not later than 14 calendar days after the Reviewing Officer delivers or mails the decision and written summary of basis for the ruling. Failure to appeal by the employee or their representative within the time permitted for appeal will make the action of the Reviewing Officer final and conclusive.
  2. General Manager Review: The General Manager may review the employee's request for appeal, together with the report of the Reviewing Officer. The General Manager may propose modification of the discipline and, if the General Manager's proposed modification is acceptable to the employee, the appeal shall be deemed abandoned and no further proceedings shall occur under this part. If the General Manager's proposed modification, if any, is not acceptable to the employee, the proposal shall be considered an offer to compromise a disputed claim, and shall not be evidence of the District's position or an admission of any kind by District in the subsequent appeal or further proceedings on the matter.
  3. Mediation: After a request for appeal has been timely filed, but prior to the appeal hearing, the General Manager and employee may agree to nonbinding mediation, in which case the General Manager shall schedule a mediation between the employee and District. The mediator shall be someone acceptable to both parties. The appeal hearing process shall be stayed pending resolution of the mediation process. Either party may declare an end of the mediation process, in which case the parties shall proceed with the appeal process. The

mediator's fees and costs shall be paid by the District. All other expenses incurred by either party in the mediation shall be borne solely by the party incurring the expense. If the parties agree to resolve the dispute through mediation, no appeal hearing shall be held and no further action shall be taken on the appeal.

4. **Procedure for Appeal of Major Discipline Other Than Dismissal and Long Suspensions:** In the case of major discipline in the forms of salary reduction, demotion or suspension from duty for a period of less than ten working days, the Board of Directors may (a) hear and decide the appeal, or (b) appoint a Hearing Officer (in the manner provided by subsection F (5)) or two of its members to hear and make a recommendation concerning the appeal. There shall be no written transcript of proceedings prepared. Any documents submitted by either side shall be included in the report of the hearing body or Hearing Officer. If the appeal is heard by a Hearing Officer or two Board members, the Hearing Officer or Board members shall prepare and submit a report to the full Board, and shall include a summary of the facts supporting their recommendation that discipline be sustained, modified or rejected. The hearing shall be conducted in the manner provided by subsections F (5)-(6) (except as otherwise provided by this subsection).
5. **Procedures for Appeal of Dismissals and Long Suspensions:** In the case of dismissal and suspensions for ten or more working days, the Board of Directors shall appoint a Hearing Officer to conduct a hearing on appeal from the determination of the Reviewing Officer.
  - a. Within 20 days after filing a request for appeal, the General Manager shall obtain from the State Mediation & Conciliation Service a list of five arbitrators. The arbitrator to hear the appeal will be selected by each party alternately striking names from the list, with the employee striking the first name. The final arbitrator selected through this process will hear the appeal and render an advisory decision. The arbitrator's fees and costs shall be paid by the District. All other expenses incurred by either party in the arbitration shall be borne solely by the party incurring the expense.
  - b. The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence.
  - c. The Hearing Officer shall determine the relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall base their findings on the preponderance of the evidence.
  - d. Each side shall be permitted an opening statement and closing argument. The District management shall first present witnesses and evidence to sustain the discipline, and the employee will then present their witnesses and evidence in defense.
  - e. Each side will be allowed to examine and cross-examine witnesses.
  - f. Both the District management and the employee may be represented by legal counsel.

- g. The Hearing Officer, upon a request by either party and a determination by the Hearing Officer concerning relevance and propriety, may subpoena witnesses and/or require production of other records or material evidence.
  - h. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason they believe may be important to reaching a fair and proper decision.
  - i. The Hearing Officer shall prepare a recommended decision and forward it to the Board of Directors not later than 30 days after the matter of appeal was taken under submission by the Hearing Officer. The recommended decision shall sustain, modify or reject the discipline against the employee, set forth the Hearing Officer's findings of fact, and state reasons why the discipline is recommended to be sustained, modified or rejected. If the Hearing Officer recommends that the discipline be rejected, the Hearing Officer shall make a recommendation concerning payment of back pay and/or benefits during appeal process.
  - j. The employee or their representative may obtain a copy of the transcript of the hearing upon request and agreement to pay for necessary costs.
6. Action by the Board of Directors: After receiving the recommended decision from the Hearing Officer, the Board of Directors may accept the recommended decision and order its implementation, modify the recommended decision and implement a modified decision, or reject the recommended decision and adopt a different decision. The Board's decision shall be final and subject to judicial review pursuant to Code of Civil Procedure Sections 1094.5 to 1094.6. The Board's decision shall be by resolution and it shall be considered final when the resolution is sent by certified mail to the employee. The decision of the Board of Directors shall not be subject to reconsideration by the Board. The resolution shall include notice to the employee that the time within which judicial review must be sought is governed by Code of Civil Procedure Section 1094.6. If the Board of Directors modifies or rejects the discipline, the Board may order all or part of the employee's full compensation and/or benefits restored. If an employee is reinstated in their position as a result of a successful appeal, the employee shall be entitled to their former status of employment. If the Board determines to modify or reject the discipline and/or order back pay and/or benefits, the employee's acceptance thereof shall be deemed a waiver of any rights to seek judicial review or to pursue, protest or redress the discipline in any forum whatsoever.
- G. Status of Employee: During the period prior to the determination of the matter by the Reviewing Officer, the employee may be suspended from performance of their duties with pay or may be reassigned to other duties. The effective date of the discipline shall be the date that the ruling of the Reviewing Officer is mailed or delivered to the employee. If the employee appeals the decision of the Reviewing Officer, the effective date of discipline shall not change unless the Board modifies or rejects the discipline, and back pay and benefits will be reinstated only if expressly provided by the Board.

## **5.4 LAYOFF OR REDUCTION OF FORCE**

Notwithstanding any other provision of these rules, nothing provided in Chapter 5.3 shall prohibit the District from discharging, suspending or transferring an employee upon a determination by the District that the needs of the District do not require continuance of the employee's prior position. The procedures of Chapter 5.3 apply only to personnel actions taken for purposes of discipline. If an employee believes that such a personnel action is not for the needs of the District, but is intended to be punitive, the employee shall seek regress through the grievance procedures contained in Resolution 98-26.

## **5.5 CONFLICT OF INTEREST**

While on duty, all District employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict of interest between the employee's personal interests and the interests of the District. No employee shall accept employment during off-duty hours which may result in a conflict of interest or time conflict involving the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interest and those of another.

The District, however, recognizes the right of employees to engage in private activities away from their employment. The following rules will apply to assess and prevent potential conflicts of interest from arising.

### **Interference or Adversity Prohibited**

No employee may engage in outside work during regular working hours or engage in outside work that will interfere with their District job duties. Except as specifically authorized, an employee will not use or permit the use of District-owned vehicles, equipment, materials or property for personal convenience or profit. An employee will not ask or require another District employee to perform services for the personal convenience or profit of the employee. Each employee must protect and properly use any District property within their control, including information recorded on paper or in electronic form. Employees will safeguard District property, equipment, moneys and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust. Employees are responsible for maintaining written records, including expense accounts, in sufficient detail to reflect accurately and completely all transactions and expenditures made on the District's behalf, in accordance with the District's policy for reimbursement of employee expenses.

### **Financial Conflicts of Interest**

An employee will not have a financial interest in a contract with the District, or be a purchaser at a sale by the District or a vendor at a purchase made by the District, unless the employee's participation is authorized under Government Code sections 1090-1099. An employee will not participate in the discussion, deliberation or vote on a matter before the Board of Directors, or in any way attempt to use their official position to influence a District decision or action, if they have a prohibited interest with respect to the matter, as defined in the Political Reform Act, Government Code Sections 81000 and

following, relating to conflicts of interest. Generally, an employee has a financial interest in a matter if it is reasonably foreseeable that the decision would have a material financial effect (as defined by the Fair Political Practices Commission's regulations) that is distinguishable from the effect on the public generally on (a) a business entity in which the employee has a direct or indirect investment of \$2,000 or more, (b) real property in which the employee has a direct or indirect investment interest worth \$2,000 or more, (c) a source of income of the employee amounting to \$500 or more within 12 months before the decision, (d) a source of gifts to the employee amounting to \$500 or more within 12 months before the decision, or (e) a business entity in which the employee holds a position as an employee, trustee, officer, partner, manager or employee. An "indirect interest" means any investment or interest owned by the spouse or dependent child of the employee, by an agent on behalf of the employee, or by a business entity or trust in which the employee, or the employee's spouse, dependent child or agent, owns directly, indirectly or beneficially a ten percent interest or greater.

If an employee believes that they may be disqualified from participation in the discussion, deliberations or decision on a particular matter due to a conflict of interest, the following procedure will be followed: (a) if the employee becomes aware of the potential conflict of interest before the time at which the matter will be discussed or acted on, the employee will notify the General Manager of the potential conflict of interest, so that a determination can be made whether it is a disqualifying conflict of interest; (b) if it is not possible for the employee to discuss the potential conflict with the General Manager before the matter is to be discussed or acted on, or if the employee does not become aware of the potential conflict until during the discussion of the matter, the employee will immediately disclose the potential conflict during the discussion, so that there can be a determination whether it is a disqualifying conflict of interest; and (c) upon a determination that there is a disqualifying conflict of interest, the employee will not participate in the discussion, deliberation or decision on the matter for which a conflict of interests exist.

### **Gratuities**

No employee shall accept personal gratuities or tips offered for District services rendered to a customer or prospective customer.

### **District Liability**

Opinions or comments regarding District liability in any matter should not be discussed by employees with the public. Management should be advised in all instances regarding customer-relation problems that cannot be satisfactorily resolved.

### **Off-Duty Work on Water Facilities**

As a general policy, the District recognizes the right of each employee to engage in private activities while off duty, including a right to earn extra income by using their specialized skills used in District service (Off-Duty Work). The District wants to ensure, however, that all Off-Duty Work be conducted in a manner that does not interfere with an employee's District employment and that no actual conflict of interest or appearance of a conflict of interest is permitted to arise as a result of the employee's performance of Off-Duty Work.

To ensure that Off-Duty Work does not interfere with an employee's District job duties and does not create an actual or perceived conflict of interest, any employee engaged in Off-Duty Work will comply with the following rules:

- A. An employee may not perform Off-Duty Work (a) while on duty at their District employment; (b) while performing any authorized or necessary overtime hours of District work; (c) that will in any way interfere with their District job duties; or (d) at any other time when representing the District or acting in furtherance of their District employment.
- B. An employee may not use any District facilities, labor, uniforms, materials or supplies in performing Off-Duty Work.
- C. Whenever a District employee performs Off-Duty Work, they will notify their private employer that the employee (a) is not representing the District or acting in their capacity as a District employee; (b) is performing the Off-Duty Work solely for the private employer's and the employee's benefit; and (c) is solely responsible for the Off-Duty Work, including any resulting damages caused by the Off-Duty Work.
- D. No employee may engage in Off-Duty Work if it results in an actual or perceived conflict of interest, including but not limited to performing any work on District facilities at a private employer's request without first obtaining express authorization from the appropriate District officer, manager or supervisor, advising any private party to install any equipment or device that would in any way adversely impact District water service or the proper functioning of the District water system, or installing for a private party any equipment, device or facility that is subject to inspection and approval by the employee or their department. For example, a District employee whose job duties include inspecting and approving the installation of backflow prevention devices may not install such devices while off duty within the San Juan Water District wholesale and retail service area. If an employee has any concerns about whether proposed Off-Duty Work may create an actual or perceived conflict of interest, they should consult with their immediate supervisor before accepting the work.
- E. An employee performing Off-Duty Work will comply with all laws, including obtaining and maintaining in good standing any necessary licenses, permits, approvals and/or insurance coverage necessary to perform the work.

### **Prohibition on Employment of Close Family Relatives**

An employee will not recommend that the District employ a close family relative. In addition, an employee will not recommend the employment of a close family relative to any person known by the employee to be bidding for or negotiating a contract with the District. See Chapter 1, Section 1.8 - Anti-Nepotism Policy, for further information regarding the employment of relatives.

### **Application of Rules; Violation**

These rules supplement and are in addition to applicable state laws concerning conflicts of interest.

In accordance with Chapter 5.1 of this Personnel Manual, failure to adhere to the rules governing conflict of interest may lead to disciplinary action, up to and including dismissal. An employee who knowingly asks for, accepts or agrees to receive any gift, reward or promise thereof for doing an official act, except as may be authorized by law, may be guilty of a misdemeanor under Penal Code Section 70.

## **5.6 ABSENCE OR TARDINESS**

### **Absence**

An absence is defined as any unexcused failure to be present for work during scheduled working hours (including overtime). Absences that are excused are detailed in Chapter 3.

### **Tardiness**

Each Department Manager will be responsible for ensuring that employees arrive on time, are ready to work, and complete a full shift. Managers and supervisors will use disciplinary actions to correct persistent patterns of lateness or leaving early.

### **Notification**

Managers or supervisors will require employees to give advance notice, when possible, of lateness or absence. If advance notice is not possible, personal notification by phone should be given to the Department Manager prior to starting time, or within 15 minutes thereafter. An employee's use of the District's answering service to communicate about an absence, except in cases of extreme emergency, is strictly prohibited.

Employees who are absent beyond one day must maintain contact with their Department Manager unless the employee has provided a doctor's certificate covering a specified period.

In case of extended illness or injury, arrangements should be made by the employee to have their return to work status reported to the District at frequent intervals so that work-loads can be reassigned.

### **Absence without Notice**

A one-day absence without notice may be grounds for dismissal. If dismissed, the employee will be eligible for reinstatement only if some exceptional circumstances explain why the employee could not have provided the notice required by these rules.

### **Disciplinary Action**

Chronic absenteeism, lateness or other unusual violations of attendance standards may be grounds for disciplinary action.

## **5.7 UNIFORMS AND DRESS CODE**

### **Office Attire**

A high standard of personal cleanliness and appearance is required of all employees. Office personnel are allowed to wear casual dress in the office, however, attire must project a good public image and be appropriate for the work area and situation. For example, when attending conferences, or public

meetings, dress should be modified as appropriate for the situation. When in doubt, consult your supervisor. A simple internet search can provide examples of casual attire for the workplace.

### **Facial Hair**

All facial hair will be kept neat and trimmed. All employees included in the District's Respiratory Protection Program will be required to shave their facial hair in a manner that complies with the requirements in 8 C.C.R. sections 5144 & 5141.1, in the following situations:

- when they are required to wear a respirator for fit testing,
- to complete a given task requiring the use of a respirator, and
- when required to comply with the Protection from Wildfire Smoke standard.

### **Uniforms**

All designated, non-exempt Field, Treatment, Engineering and Water Efficiency employees, as well as the Meter Reader, are required to wear uniforms provided by the District. Employees will be required to maintain their uniforms in clean and good condition. Uniforms will be issued on an "as needed" basis during each fiscal year, not to exceed an annual value set forth in Chapter 4.6. Chapter 4.6 grants the General Manager the authority to set or change uniform requirements including brand, quantity, clothing type for each employee as long as the total annual value per employee does not exceed the amount set forth in Chapter 4.6.

Each employee will be expected to turn old uniforms into the Purchasing Agent before issuance of new uniforms (except pants) and upon separation of employment with the District.

Regular employees who are required to wear uniforms will generally be provided with:

Choice of five shirts as defined below;

**FIELD SERVICES and ENGINEERING:** Orange or safety green/yellow t-shirt with breast pocket, or polo style shirt as provided by the Purchasing Agent.

One orange or safety green/yellow jacket and/or sweatshirt\*. (\*SAFETY REQUIREMENT)

**TREATMENT OPERATIONS AND MAINTENANCE:** Safety green/yellow, orange and/or navy blue t-shirt with breast pocket, or polo style shirt as provided by the Purchasing Agent.

**WATER EFFICIENCY:** Navy t-shirt with breast pocket, button up polo style shirt, navy zip up sweatshirt, and a medium weight zip up jacket.

**METER READER:** Orange or safety green/yellow t-shirt with breast pocket, zip up sweatshirt, and a medium weight zip up jacket.

Employees may purchase up to five pair of pants (any combination) such as denim jeans, Dockers or Carhartt, or other appropriate/durable work pants. Purchase of replacement pants may be made by the employee either with District CalCard or on a reimbursement basis, but advance approval from supervisor/Department Manager is required. Pant color subject to Department Manager approval.

## **NO EXCHANGES FOR UPGRADES IN STYLE ALLOWED**

Temporary employees will receive the above in issues of three each, to be returned when employment ends.

### **Safety Boots**

OSHA regulations require employers to ensure that employees use protective footwear when in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, or where an employee's feet are exposed to electrical hazards. The District provides specialized rubber boots for working in very wet conditions. In addition, the District will reimburse each employee, or allow them to purchase via District CalCard, up to an annual total of \$350.00, as and if needed, for the acquisition, replacement, and/or repair of one or more pairs of steel/composite-toed safety boots for the following job classifications:

Associate & Senior Engineer	Field Services Technician
Chief Operator	Field Services Manager
Construction Inspector I-III	Maintenance Chief*
Distribution Lead Worker	Meter Technician
Distribution Operator I-IV	Operations Manager
Electrical & Instrumentation Technician*	Pump Station Lead Worker*
Engineering Technician III	Pump Station Technician*
Facilities Maintenance Helper	Utilities Coordinator
Facilities Maintenance Worker I/II*	Water Efficiency Technician
	Water Efficiency Lead Worker
	Water Treatment Plant Operator II-IV

\* See below for additional Electrical Hazard Safety Footwear requirements for these positions

Each employee within the above-designated job classifications is responsible to wear protective footwear that complies with OSHA regulations and that is in safe condition while performing the job duties of their classification. Other positions not listed above may also be required to wear protective footwear when exposed to job hazards; those positions and the approval for reimbursement shall be reviewed on a case-by-case basis.

The American National Standards Institute (ANSI) has set a rating of I/75 for personal protective footwear. ANSI I/75 rated footwear is available in steel or composite-toed boots. All boots worn on the job and submitted for reimbursement under this policy must have an ANSI I/75 rating.

The following positions are also exposed to potential electrical hazards and are required to wear protective Electrical Hazard Safety Footwear complying with ASTM Standard F 2413-11 M/I/75/C/75 EH PR. These designated job classifications shall be allowed an additional \$75 per fiscal year to upgrade to this standard:

- Electrical & Instrumentation Technician

- Facilities Maintenance Worker I/II
- Maintenance Chief
- Pump Station Lead Worker
- Pump Station Technician

The reimbursement amounts allowed for under this policy may be reviewed from time-to-time by the General Manager and adjusted if necessary. Each employee shall obtain approval from their supervisor prior to purchasing or repairing boots for which a reimbursement request will be submitted, and shall fill out a District Employee Expense Reimbursement form and provide original proof(s) of purchase and/or repair for approval by the Operations Manager, or their designee, prior to receiving the reimbursement(s).

Employees in the designated job classifications are required to wear protective footwear during their entire assigned work schedule, planned or unplanned overtime or emergency call-out. Other positions not listed above which have been included into this program and are exposed to job hazards necessitating protective footwear, are also required to wear protective footwear while performing these tasks. Employees, so designated, who report to work without the appropriate footwear or footwear that is not in a safe condition will be required to correct the deficiency before commencing work, and all time necessary to correct the deficiency will need to be taken as vacation time or unpaid leave and the employee may be subject to further disciplinary action in accordance with Chapter 5 Standards of Conduct.

# **Chapter 6 - Operational Considerations**

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*Changes to this chapter are subject to the approval of the General Manager.*

## **6.1 DRUG AND ALCOHOL-FREE WORKPLACE**

It is the intent of the District to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. The District has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and service to the public. Employees who are under the influence of a drug or alcohol on the job compromise the District's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, and disruption of service to the public.

The District has a comprehensive Drug and Alcohol Program that has been attached as Appendix A to this Personnel Manual.

## **6.2 SMOKING IN THE WORK PLACE**

The use of tobacco, including e-tobacco devices, is not allowed in District vehicles, or while interacting with or in the line of sight of District customers. Smoking on District premises, including the use of e-tobacco devices, is only permissible in designated smoking areas.

## **6.3 USE OF DISTRICT TOOLS, FACILITIES AND SUPPLIES**

No employee may engage in personal work in District shops or other facilities or use District equipment on or off District property, except as authorized in this manual.

Transportation in District vehicles of persons other than Directors, Officers, employees, agents of the District, or authorized guests, is prohibited.

Employees should discourage personal telephone calls and visitors during work hours, and should refrain from having personal mail addressed in care of the District. If personal electronic devices, such as mobile phones, become a problem or nuisance during work hours, Department Managers may require that they are put away only to be accessed during designated work breaks.

## **6.4 EMPLOYEE BUSINESS TRAVEL AND EXPENSE REIMBURSEMENT**

It is the policy of the District to reimburse employees for any expenses for District purposes approved by the Department Manager, and that expenses be reimbursed in a manner that conforms to an "accountable plan" under Internal Revenue Service regulations. Such expenses will be reported on the District's "Statement of Reimbursable Expenses", which includes the following information: (a) cost of each separate expense (incidental expenses may be totaled by category); (b) date expense was incurred;

(c) destination (for travel and transportation); (d) business purpose and/or benefit gained; and (e) receipts confirming the expense. This form must be submitted with the approval of the Department Manager to the Director of Finance within 60 days of incurring the expense, who will have authority to provide reimbursement of expenses that conforms to the requirements under this policy.

- A. Employees will be reimbursed for travel, lodging, and other expenses actually and reasonably incurred in the performance of service rendered and as outlined below.
- B. The Board Secretary is available to make travel arrangements for all employees. If an employee has personal travel that will occur on either end of the District travel, the employee may coordinate personal travel plans with the Board Secretary. In any case, the incremental cost of personal travel will be at the employee's own expense.
- C. Airline travel will be based on the least expensive coach tickets available at the time of purchase, plus transfers (or cost of rental car if it would have been necessary), and fees and reasonable tips, whichever is less.
- D. If airline travel is appropriate and/or necessary and an employee chooses an alternate method of travel, the employee will be reimbursed at the lesser of the least expensive coach airline ticket available and the cost of the alternative transportation chosen. If the alternative transportation is a personal vehicle, the cost will be determined by applying the current IRS mileage reimbursement rate to the total miles of the round-trip business related travel. Total miles are calculated as the shorter of the number of miles from the District office or the employee's home, to the destination.
- E. If alternative transportation is used, the limiting airfare for reimbursement will be determined by the Board Secretary, and will generally be based on the fares paid for other attendees, if any, or the 21-day advance purchase coach airfare.
- F. Rental cars will be limited to the intermediate size, unless there are multiple people requiring a larger vehicle.
- G. Lodging will be at the standard conference hotel room, or as assigned in the conference registration process, or of similar cost. Lodging reimbursed by the District is limited to the night before the conference through the night of the conclusion of the conference. In the case where the cost of the airfare for a Saturday night stay plus the additional lodging cost is less than the coach airfare for the conference nights, the employee may choose this option. If the conference or meeting is within 60 miles of the District's office, no lodging will be provided.
- H. Meals and incidentals will be reimbursed or advanced at the Meals & Incidentals (M&IE) per diem rate approved for the applicable city as published by the U.S. General Services Administration (GSA) at [www.gsa.gov/travel/plan-book/per-diem-rates](http://www.gsa.gov/travel/plan-book/per-diem-rates)
- I. Receipts will be required to be provided for lodging, car rental, airfare and mileage reimbursement (maps showing mileage), and all other reimbursable expenses, except minor travel incidentals, such as tips (if not already covered by a per diem payment as discussed in

subsection H). Minor travel incidentals with no receipts must be listed and explained.

- J. If a spouse or other family member attends a conference, seminar or meeting with an employee, the cost for travel, meals, registration and any other incremental expenses related to such spouse or family member will be paid entirely by the employee.

## **6.5 MEAL REIMBURSEMENT**

Meal reimbursements shall be allowed for employees authorized to work at night or on weekends beyond normal working hours when it would be an inconvenience or an imposition for such employees to go home for lunch or dinner, and then return to work. Authorized work must extend beyond normal working hours for more than two hours to qualify for a meal reimbursement. The allowance will be limited by an amount deemed reasonable by Department Manager, but in no case shall the amount exceed the per diem amount for the Sacramento Region, as set by the U.S. General Services Administration (GSA) Government Services.

Employees may claim reimbursement for meals when traveling on official business when it is impractical to return to the office or home for meals. Meals will be reimbursed in accordance with Chapter 6.4.

## **6.6 PERSONAL VEHICLE USE**

When District vehicles are not available for use by employees engaged in District business, permission may be obtained from the Department Manager for use of privately-owned vehicles. The reimbursement will be paid at the mileage reimbursement rates as set by the IRS. When departing from a location other than the normal place of work, the mileage reimbursement will be for the excess mileage over the employee's normal commute. An expense reimbursement form, with a map attached verifying the mileage must be submitted and approved to obtain reimbursement.

Should an employee be the cause of a vehicular accident while driving their personal vehicle for District business, the employee's auto insurance will initially cover the liability expenses incurred. If the liability is in excess of the employee's insurance limits, the District's liability insurance will make up the difference. Since employees are reimbursed for their personal vehicle use, and the reimbursement rate includes a variety of vehicle ownership and operations costs, including insurance, the employee and their insurance company are responsible for the cost of repairing the employee's vehicle. The District may or may not contribute a portion of the employee's deductible for their vehicle damage, depending upon the facts and circumstances of the accident, at the discretion of the General Manager.

## **6.7 VEHICLE ASSIGNMENT AND USE**

The District will provide vehicles on an as-needed/required basis for use during business hours and emergencies. Employees operating District vehicles are responsible for their safe operation in accordance with the law. District vehicles shall not be used for personal purposes. Since most job classifications require daily or periodic operation of District vehicles, employees are required to be in possession of a valid California Driver License for the class of vehicle being operated. The revoking of that license for any

reason by the State of California or a driving record unacceptable to the District for any reason, may be sufficient cause for dismissal. Traffic citations, with the exception of faulty equipment, are the employee's responsibility.

### **Accident Procedure**

When an employee is involved in an accident, they must immediately notify their Department Manager or the General Manager, and should not make any statement concerning the responsibility for the accident to anyone but a District representative. Cooperation should be extended to law enforcement officers and to District insurance representatives.

### **Assignment**

Only designated employees will be allowed to take vehicles home after working hours.

On occasion, overtime is necessary to accommodate the needs of the District. This may cause a separation of working hours when regular working hours and overtime hours are not continuous (for example, On-Call Duty). In these cases, a District vehicle may be assigned for the duration of the irregular work hours by obtaining prior approval of the employee's Department Manager. The use of a District vehicle by an employee meeting these criteria shall be on a controlled basis and shall be monitored by the appropriate Department Manager.

### **DMV Licensing and Fees**

The District will pay the Class A licensing fee, or standard renewal fee, and the cost of a standard physical exam at the District's Medical Provider for those employees whose position has been determined by their supervisor to require this class of driver's license.

The employee will be reimbursed for the Class A licensing fee after passing the test.

If the employee received a citation that causes the employee's Class A license renewal fee to increase, the employee will be responsible for payment of the increase.

## **6.8 PARKING**

To courteously serve the District's many visitors, parking should be readily available to the public. Employees should refrain from parking in the two spaces closest to the front door of the Administration Building. Employees working in the Administration Building should park in the auxiliary lot between the Administration Building and the Field Services Buildings, on days when there are public meetings scheduled in the Board Room.

## **6.9 INJURY AND ILLNESS PREVENTION**

District Management is concerned about the health and safety of all employees. Employees are expected to share that concern by practicing safe working habits for their own benefit as well as that of their fellow employees. District policy, and state and federal law require that employees be provided places of employment free from recognized safety hazards, and with proper tools and equipment necessary to accomplish their work assignment in as safe a manner as possible. The District's Injury and Illness

Prevention Plan is posted on all bulletin boards in District facilities. All employees shall read the District Injury and Illness Prevention Plan to become familiar with the safety practices and policies of the District.

## **6.10 TECHNOLOGY RESOURCES**

### **Introduction**

The District recognizes that access to electronic communications and devices is an integral part of the business functions of the District. Many tasks that employees perform in the normal course of business require that employees use the District's technology infrastructure and resources. Additionally, the District recognizes that there is not always a clear delineation between work and personal life when it comes to technology. Therefore, the following policy establishes standards that protect both the District and employees and outlines acceptable use of technology resources and devices, taking into consideration the organization's legal responsibilities, employee privacy concerns, as well as operational concerns regarding such usage.

For the good of the District and the protection of its employees, compliance with these policies is essential. Violations of any aspect of the foregoing policies may result in disciplinary action up to, and including, termination. If necessary, the District will advise the appropriate officials of any legal violations.

### **Covered Technology**

This policy extends to all features of the District's electronic communications systems, including but not limited to computers, file servers, e-mail, connections to the internet and other external networks, telephones, cell phones, smartphones, video conferencing, text messaging, facsimiles, Personal Digital Assistants (PDAs), etc., including both the District-provided devices and personal devices used for District business. All other forms of electronic communication used by employees currently or in the future also are intended to be covered by this policy.

### **District-Provided Devices**

#### Rights and Responsibilities

While it is not possible to identify every standard and guideline applicable to the use of technology and electronic communication devices, we encourage employees to utilize sound judgment whenever using any feature of the District's communications systems. District-provided technology resources and devices should not be used:

- In a manner that violates the District's policy against discrimination/harassment, including sexual harassment, or in a manner determined to be obscene or that violates state or federal law;
- For purposes that are found to constitute, in the District's sole discretion, a commercial use that is not for the direct benefit of the District;
- In a manner that violates trademark, copyright, and license rights of any other person, entity or organization. This would include intellectual property, logos, software license, etc.;

- In a manner that infringes upon the rights of other persons, entities or organizations to proprietary, confidential or trade secret information;
- For any purpose that is competitive, either directly or indirectly, to the interests of the District, or for any purpose that creates an actual, potential or apparent conflict of interest with the District;
- In a manner that violates the District's policies against improper solicitations and distribution;
- In a manner that accesses and/or shares confidential information, including but not limited to customer information or using social media to contact customers for personal reasons; or
- In a manner that violates any laws related to using a mobile device when driving. Should an employee need to make or take a business call or respond to an e-mail while driving, they should locate a lawfully designated area to park, or use a hands-free speaking device such as a speaker phone or earpiece. The District will provide hands-free speaking devices for those employees who require the use of cell phones for business purposes while driving.

#### Expectation of Privacy

Employees should not maintain ANY expectation of privacy with respect to information transmitted over, received by, or stored in any electronic communication device provided by the District. To the extent that employees wish that their private activities remain private, they should avoid using District-provided devices for personal use.

The District retains the right to gain access to any information received by, transmitted by, or stored on any such District-owned electronic communication device, by and through its agents, employees, or representative, at any time, either with or without an employee's knowledge, consent or approval. Furthermore, any District work product produced, generated, or stored on a personal device may be subject to disclosure. It is important that District employees recognize that:

- Computers and all data transmitted through the District's servers are the District property owned by the District for the purpose of conducting District business. These items must be maintained according to the District's rules and regulations. Prior authorization must be obtained before any the District property may be removed from the premises;
- All electronic communications created or stored on District devices remain the sole property of the District and are to be used for District business. For example, e-mail and text messages may be considered public records;
- Electronic information created by an employee using District computers or any means of electronic communication is also the property of the District and may be deemed public records;

- Information stored on District computers and file servers is the property of the District, and confidential data and information may not be distributed outside the District in any form whatsoever without the written permission of the District's General Manager;
- Voicemail, text messages, and all other information stored on the cell phones or electronic devices provided by the District are not protected by individual privacy laws. Management staff can access data at any time without notice to the employee. Employees who use District-issued cell phones or electronic devices waive any and all expectation of privacy; and
- Employees receiving stipends and utilizing their own phones are subject to Public Records Act requests. In such an instance, the District will request the required data from the phone owner.

## **Security**

An important safety feature that protects District electronic data communication is the use of passwords. Employee passwords are used for security purposes; however, the use of a password does not affect the District's ownership of the electronic information or ability to monitor the information. The District may override an employee's password for any reason. The use of passwords should not lead to an expectation of privacy, but rather passwords are intended to protect District information from those who do not have access to such information.

All passwords created by or issued to the employee **should not** be shared, given, or otherwise disclosed to any other person. If an employee feels there is a legitimate reason for their password to be shared, the employee should contact the Information Technology Manager prior to doing so. Employees will be requested to periodically change passwords to ensure security. Additionally, the Information Technology Manager may test the strength of passwords as part of the ongoing security vulnerability auditing process. If a password is "cracked" or guessed during one of these audits, the employee will be required to change their password immediately.

All security features contained within the District's Electronic Communications Systems, such as passwords, codes, or delete functions, will not prevent the District from accessing employee's business or personal electronic communications, stored or otherwise on District provided devices. Furthermore, the District employee shall:

- Take every effort to protect the District issued devices from theft, damage, abuse and unauthorized use;
- Immediately report if a device is stolen, lost or damaged so that appropriate measures may be taken to safeguard District data; and
- Not download any software or applications without authorization from the Information Technology Manager.

## **Computers/Network**

### Software Usage

The District purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the District does not have the right to reproduce such software for use on more than one computer. As such, employees may only use software on local area networks or on multiple machines according to the software license agreement, and the District prohibits the illegal duplication of software and its related documentation.

### Accessing Another Person's Electronic Communications

Employees may not intercept, record, read, alter, retrieve, receive, send, or use another person's electronic communications and/or storage unless designated by management to serve as a proxy, as discussed below.

### Use of Proxies

The District allows managers to designate proxies who may send electronic communication on behalf of a senior manager from the respective manager's email account in their absence. Only those designated as a proxy may access, send and retrieve e-mails on behalf of another employee.

### Retention of E-Mail

Email is not retained on the District's servers. Work-related e-mail messages on District-assigned or personal devices could be classified as a public record that is obtainable by any member of the public, and therefore it is the responsibility of each employee to maintain their emails according to the District's Records Retention Schedule.

### E-Signature Use

The District maintains e-signatures for Board members, the General Manager and certain staff. Use of these signatures requires approval of the signer.

Copies of e-signatures are not to be copied/stored in ways other than for their intended use. Misuse of e-signatures will result in disciplinary action up, to and including, termination.

## **Internet Usage**

Access to the internet has been provided to employees for the benefit of the District. It allows employees to connect to information resources. Employees accessing the internet are representing the District and as such are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner.

Each employee is responsible for the content of all text, audio, or images that they place or send over the internet. Fraudulent, harassing, or obscene messages are prohibited. All messages communicated over the internet should have the employee's name attached, unless authorized as a proxy. No messages should be transmitted under an assumed name.

Below are some general guidelines and examples of inappropriate internet usage:

#### Inappropriate Use of the Internet

- Posting or sending publications of discriminatory, offensive, harassing, defamatory, or confidential remarks about other employees.
- Accessing or sending discriminatory, harassing or sexually-suggestive material.
- Gambling.
- Visiting personal sites that violate the District policy pertaining to harassment and discrimination, or are otherwise determined to be inappropriate or jeopardize the District security.
- Accessing and/or producing threatening or inappropriate blogs.
- Information published on the internet that violates or infringes upon the rights of others or attempts to obscure the origin of any message.
- Abusive, profane, or offensive language is not to be transmitted through the system. Such language includes, but is not limited to ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.
- Use that violates local, state and federal laws.

#### **Telephones**

The District telephone systems are vital to operations, whether a land line or smartphone. The District telephones may be used for necessary personal calls; however, employees are not to use the District telephone systems for calling 1-900 calls. Employees also should not call directory assistance (i.e., 411), unless there is no other way to access the contact information such as the internet, or for making international calls without prior approval from the General Manager.

It is within the responsibility and authority of Department Managers to make the determination of whom within their respective work group should depend on cellular telephones, smart phones, or electronic devices (Cell Phones) for conducting official business in a manner consistent with this policy.

There are three classifications of Cell Phone authorizations:

**Line Staff Authorization:** Employees not required to respond after normal work hours to work-related items will be provided a Cell Phone for use while working. These phones will not be taken home after work hours unless specifically authorized by their respective Department Manager.

**24-Hour Authorization:** Exempt employees/leads/chiefs and other specified positions that may be required to respond or be contacted during off hours have two options related to this Cell Phone authorization:

- Receive a stipend for the District use of a personal Cell Phone. The District will determine the stipend amount available to the employee. If a stipend is provided, the employee will be available via their Cell Phone when required.
- Receive a District-issued Cell Phone that the employee can take home.

**Pool Phone Authorization:** For On-Call employees or employees working a rotational work shift, the District may provide a shared Cell Phone that will be passed between employees at shift change times.

The District requires the safe use of all Cell Phones by employees. The safe use of Cell Phones will come before all other concerns; therefore, employees are only allowed to use hands-free devices while driving. Texting, instant messaging, and e-mail while driving is strictly prohibited unless completed in a hands-free manner.

As noted, the District provides Cell Phones to select individual employees for the purpose of conducting District business, depending upon the nature of the position and whether specific equipment/technology is required to perform business functions. Because smartphones and electronic devices such as tablets allow for the same level of access as a computer, all of the guidelines regarding computer use provided on the previous pages apply. Employees may be asked, at the discretion of the Information Technology Manager, to delete apps, games and/or photographs from such devices should the presence of such result in maintenance and/or upgrade issues.

District issued Cell Phones shall never be used to:

- play games or download apps not related to District activities;
- surf the internet for non-work-related tasks;
- record confidential information; or
- download or upload inappropriate, illegal, or obscene material.

### **Personal Use of the District Electronic Communications Systems and Devices**

The District provides electronic communications devices (e.g., cell phones, laptops) to its employees, based on an identified need, for the purpose of conducting District business. Employee's personal use of these devices is subject to the following:

- Employees should ensure that personal use of these items does not interfere with District business or the productivity of the employee or their co-workers (incidental/necessary personal use should take place during breaks and/or lunch);
- Personal use may not involve any prohibited activity described in this manual;
- Personal use may not disrupt or delay the performance of District business;
- Personal use must not be for personal gain or commercial ventures;

- Personal use may not support or advocate business purposes in violation of District policy;
- Employees shall maintain usage within the plan parameters. (If an employee's business requirements are dramatically different than the standard plan, the Department Manager or supervisor should be contacted to discuss other available options.);
- Incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) may be prepared and stored in a reasonable manner provided such use does not conflict with any purpose or need of the District;
- Necessary personal communications may be sent and received through email, as long as such activity does not interfere with productivity or jeopardize the security of the District data or systems;
- Employees shall take great strides to avoid unintentional downloads from a personal site or personal email resulting in damage to the District network or servers;
- Frequent or lengthy phone calls, email discussions, or text strings are not acceptable as they may adversely affect the employee's productivity and disturb others;
- Employees are expected to use common sense when making or receiving personal cell phone calls at work. For example, employees should speak quietly and reserve personal or intimate details for non-work hours; and
- Personal cell phone use, even when permitted, must never include language that is obscene, discriminatory, offensive, prejudicial or defamatory in any way (such as jokes, slurs, and/or inappropriate remarks regarding a person's race, ethnicity, sex, sexual orientation, religion, color, age or disability).

The District assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on the District's technology resources. Additionally, the District accepts no responsibility or liability for the loss or non-delivery of any personal email communication.

## **Personal Devices**

### Remote Access to the District Network and Related Systems

Employees shall seek written approval from their manager in order to gain remote access to the District's network servers or web-based applications, as remote access can jeopardize the security of District information. Requests for remote access may be reviewed annually and is at the discretion of the employee's manager. The following guidelines shall be followed when accessing the District network and related systems remotely:

- All rules that apply to the working of overtime and the consequences of working unauthorized overtime apply in the context of working remotely.

- Non-exempt employees should not access the network outside of regularly scheduled work hours, unless such remote access meets a legitimate business need of the District and has been previously approved by the employee's immediate supervisor in the manner discussed above.
  - Non-exempt employees who are approved for remote access must report all time spent checking or responding to emails, phone calls, or logging into the network outside of scheduled work hours on their timesheet. Such remote access must be approved by the employee's manager prior to access.
- Employees who are on unpaid leave status should not access the network unless such remote access meets a legitimate business need of the District and has been previously approved in writing by the employee's immediate supervisor.
- As a general policy, exempt employees are not required to check their email or access the network on their days off, after business hours, or while on vacation, as the District and its management respect the personal time of its employees. However, there may be special circumstances whereby an exempt employee is asked by their manager to be periodically available on their day off, after business hours, or while on vacation.
- Employees shall not download or transfer sensitive business data to their personal devices (unless authorized under the Personal Cell Phone Reimbursement Policy), which is defined as documents or data whose loss, misuse, or unauthorized access can adversely affect the privacy or welfare of an individual (personally identifiable information), or other non-public information.
- Personal devices used to access the District network remotely shall be password-protected.
- Employees agree to delete any sensitive business files that may be inadvertently downloaded and stored on a personal device through the process of viewing e-mail attachments.

#### Cell Phone Stipend Plan

For those authorized to connect their personally-owned device to the District's network in order to securely access authorized District resources for the purpose of conducting District business, the District will provide a cell phone stipend. The benefits of providing a stipend include: 1) a call log is not required; 2) monthly reporting is not required; 3) a single phone may be used for both personal and business purposes. The District will reimburse the employee in the amount designated to correspond to the cost the District would have paid for a District device. A stipend may be requested using the *Cell Phone Stipend Agreement* form. The request may be made any time during the fiscal year.

Once approved, the stipend amount will be added to the employee's regular pay and taxed in accordance with the Internal Revenue Code.

*This stipend does not constitute an increase to base pay, is not reportable to CalPERS as compensation and will not be included in the calculation of percentage increases to base pay due to annual raises, job upgrades, bonuses, benefits based on a percentage of salary, etc.*

The stipend will be paid as a flat rate per month, paid over 24 pay periods. The District will pay only the agreed-upon amount, even if monthly costs exceed the stipend. A new request form must be submitted if the stipend amount needs to be changed because of documented business purposes.

The stipend is neither permanent nor guaranteed. The District reserves the right to remove a participant from the Cell Phone Stipend Plan.

Additionally, employees who are listed on the District's Emergency Operations Center Organization Chart are required to enroll their personal cell phones in the Wireless Priority Service offered by their respective cell phone service providers. The District provides a onetime start-up fee reimbursement of \$10 and a program reimbursement of \$2.50 per pay period 24 months of the year.

### **Oversight, Approval & Funding**

Managers are responsible for identifying employees who hold positions that include the need to make cell phone calls for the purpose of conducting District business. Each manager is strongly encouraged to review whether making cell phone calls is necessary, and to select alternative means of communication, such as landlines, when such alternatives would provide adequate and less costly service to the District.

Managers should review the need to make business cell phone calls and the stipend agreement periodically as needed, to determine if it should be continued as-is, changed, or be discontinued. Employees conducting District business using a personal cell phone to access the District resources will follow all District policies related to voicemail, email, internet, and computer use.

Personal cell phones must be able to securely access the District network. Employees receiving a stipend and utilizing their personal cell phone will be responsible for costs, maintenance and support of that cell phone. The Information Technology Manager may provide routine assistance and advice, at their discretion; however, due to liability purposes, the District cannot physically maintain or upgrade personal cell phones.

In the event that a personal cell phone under a Cell Phone Stipend Plan is lost or stolen, the Information Technology Manager must be immediately notified, and will remotely wipe the phone of all District data in order to prevent unauthorized access to the District's network. While the intent is to delete only District-related information, the District cannot guarantee that non-District data will not be removed from the personal device during this process.

The District cannot and does not imply, extend, or guarantee any right to privacy for work-related voice calls and/or electronic communications placed on a personal cell phone enrolled in the plan. The District does not and will not, remotely monitor or otherwise remotely access any non-District information contained on the employee's personal cell phone. However, employees acknowledge that all District work

products generated or stored on any personal device is potentially subject to disclosure through the Public Records Act or other legal recourse. The employee acknowledges that any such request could necessitate a search of their personal device and disclosure of any and all District work products, including but not limited to call detail records, logs, voicemail messages, data storage, text messages, emails, and address books when utilized for the purpose of conducting District business.

The District retains the right to monitor employees for excessive or inappropriate use of cell phones by District employees. If an employee's phone usage causes a decline in productivity or interferes with District operations, the respective Department Manager may ban that employee from cell phone and electronic device use.

Employees may face disciplinary action up to and including termination, in cases when they:

- Violate the procedures defined in this policy
- Cause a security breach
- Violate our confidentiality policy
- Cause an accident by recklessly using their phones

### **District Website**

The external (or public) District website, and all domains owned and maintained by the District, represent a fundamental communication tool for providing critical information. The District is responsible for coordinating website design content and posting to the District website. The Information Technology Manager maintains the servers, URLs, and technical aspects of the website. Employees must comply with the following policies:

- The District's website is for "official use" only. All information disseminated through the website must relate only to District business.
- Confidential information should not be posted on the District's external website. The General Manager reviews and approves content posted to the website.

### **Social Networking**

The District views social networks such as web-based discussion or conversation pages and other forms of social networking such as Facebook, Twitter, YouTube, etc., as significant forms of public communication. As such, we hold all of our employees who engage in social networking to the same standards we hold for any electronic communications. Therefore, only authorized District employees may post District-related material to social media sites. Further, only employees designated by the Board of Directors or General Manager are authorized to publicly speak on behalf of the District.

Additionally, all employees have an obligation to the District to ensure that any public electronic communication they make, including social networking communications, do not negatively impact the reputation of the District or bring disrepute in any way to the District.

Engaging in social networking during the workday can negatively impact productivity and work performance. Therefore, it is the employee's responsibility to regulate their social networking so that it does not impact productivity or cause performance issues.

Identified below are general guidelines and examples of prohibited communications. Please note that this list contains examples only and is not intended to be, nor is it, an exhaustive list of prohibited communications. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible.

**General Guidelines and Examples of Prohibited Communications**

- Employees may use the District's logo/brand on their posts for authorized business purposes only.
- All authorized use of the District's logo/brand must follow the District's branding standards.
- Employees should represent the District in a professional manner in all forms of communication including website postings and social media.

## **Chapter 7 – Employer/Employee Relations**

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***Changes to this chapter are subject to approval of the Board of Directors.***

The District's Board of Directors adopted Resolution 98-26 on March 25, 1998, to promote communication between the District and its employees, provide a reasonable method of resolving disputes, and to promote the improvement of personnel management and employer-employee relations within the District.

Employees have the right to join or participate, or decline to join or participate, in the activities of any employee organization and shall have the right to represent themselves individually in their employee-employer relations within the District. Resolution 98-26 "To Establish Employer-Employee Relations, Procedures, Rules and Policies", is included on the following pages for reference.

SAN JUAN WATER DISTRICT

RESOLUTION NO. 98-26

TO ESTABLISH EMPLOYER-EMPLOYEE RELATIONS

PROCEDURES, RULES AND POLICIES

BE IT RESOLVED by the Board of Directors of San Juan Water District as follows:

PURPOSE OR RESOLUTION

1. The purpose of this Resolution is to implement Title 1, Division 4, Chapter 10, of the Government Code of the State of California (Section 3500, *et seq.*), also known as the "Meyers-Milias-Brown Act", to promote full communication between the District and its employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between the District and employee organizations, and to promote the improvement of personnel management and employer-employee relations within the District by providing a means for formal and informal recognition of employee organizations as the employee representative of a bargaining unit.

DEFINITION OF TERMS

2. The following terms are defined:

- (a) "Bargaining unit" means a unit of employees established under Paragraph 19 of this Resolution.
- (b) "Board" means the Board of Directors of the District.
- (c) "Confidential employee" means any employee who is required to develop or present management positions with respect to employer-employee relation matters or whose duties normally require access to confidential information relating to the development of management positions, and includes the Secretary to the General Manager.
- (d) "Consult" or consultation in good faith" means communicate verbally or in writing for the purpose of advising of intended actions and presenting and obtaining information, opinion, and suggestions.
- (e) "Days" means calendar days, unless otherwise stated.
- (f) "District" means San Juan Water District.
- (g) "Employee" means any person regularly employed in a permanent position by the

- District, including management, but does not include members of the Board.
- (h) "Employee organization" means any organization which includes employees of the District and which has as one of its primary purposes representing those employees in their employment relations with District.
  - (i) "Employee relations officer" means the District's principal representative in all matters of employer-employee relations designated under Paragraph 23.
  - (j) "General Manager" means the General Manager of the District.
  - (k) "Grievance" means any dispute within the definition set forth in Paragraph 25.
  - (l) "Impasse" means (1) a deadlock in the discussions between a recognized employee organization and the District over any matter concerning which they are required to meet and confer in good faith, or over the scope of such subject matter; and (2) any unresolved complaint by a recognized employee organization, advanced in good faith, concerning a decision of the employee relations officer made under Paragraphs 9 through 15 of this Resolution.
  - (m) "Management employee" means the General Manager, the Assistant to the General Manager, all Department Heads, and any employee of the District who has significant responsibility for formulating District policies and programs or who has authority to exercise discretion and control in the management and direction of District employees, their discipline or reward, or to adjust their grievances, or effectively to recommend such action, if the exercise thereof requires the use of independent judgment by the employee, rather than routine or clerical functions.
  - (n) "Mediation" means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours and other terms and conditions of employment between representatives of District and a recognized employee organization through interpretation, suggestion and advice.
  - (o) "Meet and confer in good faith" means that District or its representative, and representatives of a recognized employee organization, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinion, and proposals, and to endeavor to reach agreement on matters involving wages, hours, and other terms and conditions of employment within the scope of representation. The term "meet and confer in good faith" does not require either party to agree to a proposal or make a concession.
  - (p) "Professional employee" means an employee engaged in work requiring specialized

- knowledge and skills attained through completion of a recognized course of instruction.
- (q) "Recognized employee organization" means an employee organization which has been formally acknowledged by the District pursuant to this Resolution to represent employees within a bargaining unit. The rights accompanying recognition are either:
- (1) Formal recognition, which is the right to meet and confer in good faith as the employee representative of a bargaining unit; or
  - (2) Informal recognition, which is the right to consultation in good faith by all recognized employee organizations.
- (r) "Scope of representation" means all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. District Rights under Paragraph 5 are excluded from the scope of representation.

#### **EMPLOYEE RIGHTS**

3. Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

#### **DISTRICT RIGHTS**

4. The rights of the District include all matters of general managerial policy, including but not limited to the exclusive right to set standards of service; determine the procedures and standards of selection of employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of District operations; determine the methods, means and personnel by which District operations are to be conducted; contract for or subcontract any work or operation of the District; determine the content of job classifications; 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. Nothing in this Resolution is intended to or shall be construed to restrict or limit in any way the aforesaid District rights or any rights reserved by the District, the Board, the General Manager or other authorized

agents as specified in applicable provisions of the California Government Code.

**MEET AND CONFER IN GOOD FAITH**

5. The District, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations regarding matters within the scope of representation.

6. The District shall not be required to meet and confer in good faith on any subject preempted by federal or state law or by the California Government Code, nor shall it be required to meet and confer in good faith on employee rights, as defined in Paragraph 4. Proposed amendments to this Resolution, and all rights confirmed to the District under Paragraph 5 or otherwise reserved to or by the District, are excluded from the scope of meeting and conferring in good faith.

**ADVANCE NOTICE**

7. Reasonable written notice shall be given to each recognized employee organization affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted or amended by the Board and each shall be given the opportunity to consult with District representatives prior to adoption. In cases of emergency when the Board determines that an ordinance, rule, resolution or regulation must be adopted immediately, notice and opportunity to consult shall be provided at the earliest practicable time following adoption.

**FORMAL RECOGNITION AS AN EMPLOYEE ORGANIZATION**

8. (a) An employee organization which has been determined pursuant to this Resolution to represent a majority of employees within a bargaining unit is entitled to recognition as the employee representative of that bargaining unit, subject to the right of an employee to represent himself or herself as provided in Paragraph 4.
- (b) An employee organization that seeks formal recognition as an employee representative of a bargaining unit shall file a petition with the employee relations officer containing the following information:
- (1) Name and address of the employee organization.
  - (2) Name and titles of its officers.
  - (3) Names of employee organization representatives who are authorized to act on behalf of the employee organization.

- (4) A statement that the employee organization has as one of its primary purposes representing employees in their employment relations with the District.
- (5) A statement whether the employee organization is a chapter or local of or affiliated directly or indirectly in any manner with a regional, state, national or international organization and, if so, the name and address of each such regional, state, national or international 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 to the employee organization for any purpose.
- (8) A statement that the employee organization recognizes that the provisions of Section 923 of the Labor Code are not applicable to the District employees.
- (9) A statement that the employee organization has no restriction on membership based on race, color, creed, sex, sexual orientation, national origin, religion, medical condition, disability or age.
- (10) The bargaining unit for which formal recognition is sought.
- (11) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that at least 30% of the employees in the bargaining unit have designated the employee organization to represent them in their employment relations with District. Such written proof shall be submitted for confirmation to the employee relations officer.
- (12) A request that the employee relations officer recognize the employee organization as the representative of the employees in the bargaining unit.
- (c) All changes in the information filed with the District be recognized employee organization of items (1) through (12) of Paragraph (b) shall be submitted in writing to the employee relations officer within 14 days of such change.
10. The petition, including all accompanying documents, shall be verified, under oath by the executive officer and secretary of the petitioning employee organization, that the statements are true. All changes in such information shall be filed forthwith in like manner.
11. (a) Upon receipt of the petition for recognition, the employee relations officer shall

determine whether there has been compliance with the requirements of the petition of recognition under Paragraph 9(b). If so, the employee relations officer shall give written notice of such request for formal recognition to the employees in the bargaining unit and shall take no action on the request for 30 days thereafter. If not, the employee relations officer shall inform the employee organization of the negative determination and the reasons therefor.

(b) Within 20 days of the date written notice was given to employees in the bargaining unit that a valid recognition petition for a bargaining unit has been filed, any other employee organization may file a competing request to be formally recognized as the employee representative of the bargaining unit by filing a petition evidencing proof of support by at least 10% of the employees in the bargaining unit and otherwise in the same form and manner as set forth in Paragraph 9.

(c) If the written proof submitted by an employee organization for the bargaining unit establishes that the employee organization represents more than 50% of the employees in the unit, the Board may, in its discretion, grant formal recognition to the employee organization without a secret ballot election. Otherwise, the employee relations officer shall arrange for a secret ballot election to be conducted by District or an agreed-upon neutral third party. All challenging organizations who have submitted written proof that they represent at least 10% of the employees in the bargaining unit, and have submitted a petition for recognition as required in Paragraph 9, shall be included in the ballot. The choice of "No Organization" shall also be included on the ballot. Employees entitled to vote in the election shall be those persons regularly employed on the date of the election in permanent positions within the bargaining unit, who were also employed during the pay period immediately prior to the date which is 15 days before the election, including those who did not work during such period because of illness, vacation or authorize leaves of absence.

(d) The election shall be held between 30 days and 45 days after receipt by the employee relations officer of the valid recognition petition for the bargaining unit, unless otherwise agreed by the District and the employee organization(s). During the period before the election, the District and the employee organization(s) shall have the right to provide information, opinion and arguments to the employees regarding the subject matter of the election, as long as there is no threat of reprisal or force, or promise of benefit.

(e) An employee organization shall be granted formal recognition following an election or run-off election if that employee organization has received the vote of a numerical majority of all valid votes cast in the election, as determined by the person conducting 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 shall also apply to a run-off election and there shall be no more than one valid election for a bargaining unit in any 12-month period.

(f) If "No Organization" receives a majority of valid votes cast in the election or run-off election, then there shall be no recognized employee organization to represent the bargaining unit. No further petition for formal recognition relating to that bargaining unit shall be filed until at least 12 months have elapsed from the date of the election at which "No Organization" was chosen.

#### REVOCATION OF RECOGNITION

11. (a) The employees in a bargaining unit may revoke the formal recognition of an employee organization as the employee representative of that bargaining unit at any time after 12 months following the date of such recognition.
- (b) A petition for revocation of recognition may be filed with the employee relations officer by an employee, a group of employees or their representative, or any employee organization. The petition, including all accompanying documents, shall be verified, under oath, by the person signing it, that its contents are true. It may be accompanied by a petition for recognition by a challenging organization. The petition for revocation of recognition shall contain the following information:
  - (1) Name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information;
  - (2) Name of the recognized employee organization;
  - (3) The bargaining unit for which revocation of recognition is sought;
  - (4) An allegation that the recognized employee organization no longer represents a majority of the employees in the bargaining unit; and
  - (5) Written proof that at least 30% of the employees in the bargaining unit do not desire to be represented by the recognized employee organization. Such written proof shall be dated within six months of the date upon which the petition is filed and shall be submitted for confirmation to the employee relations officer or to a mutually agreed upon disinterested third party.
- (c) Following verification of the petition, accompanying documents and proof, the employee relations officer shall arrange for a secret ballot election to determine if the formally recognized employee organization shall retain its recognition rights. The employee relations officer may also arrange for an election in the absence of a petition if the employee relations officer has reasonable cause to believe that the formally recognized employee organization no longer represents a majority of the employees

in the bargaining unit. Qualifications for voting shall be as set forth in Paragraph 11(c) above.

- (d) The recognition of the employee organization shall be revoked if a majority of those casting valid ballots vote for revocation.
- (e) There shall be no more than two valid revocation of recognition elections in the same bargaining unit in any 12-month period.
- (f) If a recognized employee organization voluntarily disbands or withdraws from continuing to represent employees in the District, it shall, through its authorized representative, notify the employee relations officer in writing of such action, and the District shall thereafter be relieved of any meet and confer obligations with that employee organization under Paragraphs 6 and 7 of this Resolution.

#### DURATION OF RECOGNITION

12. When an employee organization has been formally recognized pursuant to this Resolution, such recognition shall remain in effect from the date thereof and shall continue thereafter until such time as the employee organization voluntarily withdraws from representation by written notice delivered to the employee relations officer, or until a valid revocation of recognition election conducted pursuant to Paragraph 12 determines that the formally recognized employee organization no longer represents a majority of the employees in the bargaining unit.

#### COST OF ELECTION PROCEEDINGS AND RESOLUTIONS OF ELECTION IMPASSES

- 13. (a) The cost of an election proceeding shall be borne by the employee organization or organizations appearing on the ballot.
- (b) Any unresolved complaint by an affected employee organization, advanced in good faith, which concerns a decision by the employee relations officer pursuant to Paragraphs 9, 10, 11, or 12 of this Resolution, shall be processed in accordance with Paragraphs 21 and 22, below; provided, however, the written request for an impasse meeting must be filed with the employee relations officer within seven days after the affected employee organization first receives notice of the decision upon which the complaint is based, or the complaint will be considered untimely and not subject to Paragraphs 21 and 22 or to any other appeal.

#### INFORMAL RECOGNITION AS AN EMPLOYEE ORGANIZATION

- 14. An employee organization that seeks informal recognition for purposes of

consultation in good faith shall file a petition with the employee relations officer containing the following information and documentation:

- (a) All of the information specified in Paragraph 9(b).
  - (b) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees 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.
  - (c) A request that the employee relations officer recognize the employee organization for the purpose of consultation in good faith.
15. The petition, including all accompanying documents, shall be verified, under oath, by the executive officer and secretary of the petitioning organization that the statements are true. All changes in such information shall be filed forthwith in like manner.
16. The employee relations officer shall grant informal recognition, in writing, to all employee organizations who have complied with Paragraphs 15 and 16 for purposes of consultation in good faith for its members. Employee organizations seeking formal recognition as an employee organization must, in addition, satisfy the requirements of Paragraphs 9, 10 and 11, above. No employee may be represented by more than one recognized employee organization for purposes of this Resolution. An employee shall not be prohibited from appearing in his own behalf in his employment relations with the District.

**AFFILIATION AND MERGER**

17. A recognized employee organization shall have the right to affiliate or merge with a local, regional, state, national or international organization or to change such affiliation; provided, however, that such affiliation, merger, or change of affiliation shall be deemed to be a change of employee organization requiring new formal recognition unless all of the following are true:
- (a) The members and leaders of the employee organization continue to exercise the same degree of participation and control of decisions within the scope of representation;
  - (b) The structure of the employee's organization government remains intact;
  - (c) Funds remain under the control of the same officers;

- (d) Dues are collected in the same way;
- (e) Grievances are handled in the same manner; and
- (f) The employee organization retains substantial autonomy in the development of bargaining proposals, contract acceptance or rejection, and grievance handling.

#### BARGAINING UNITS

18. After an employee or organization seeking formal recognition has fully complied with the requirements of Paragraph 9, 10 and 11, the employee relations officer shall determine whether the proposed bargaining unit sought to be represented is an appropriate bargaining unit. The primary criterion in making this determination is whether a "community of interest" exists among the employees in the proposed bargaining unit. In addition, the employee relations officer shall consider the following factors:
  - (a) Whether the proposed bargaining unit will assure employees the fullest freedom in the exercise of rights set forth in this Resolution;
  - (b) The history of employee relations(i) within the proposed bargaining unit; (ii) among all employees of the District; and (iii) in similar public employment;
  - (c) The effect of the proposed bargaining unit on the efficient operation of the District and sound employer-employee relations;
  - (d) The extent to which employees have common skills, working conditions, job duties or similar educational requirements; and
  - (e) The effect on any existing classification or organizational structure of dividing a single classification among two or more units; provided, however, no unit shall be established solely on the basis that employees in the proposed bargaining unit have organized.
19. The District shall have the right to change the designation of bargaining units by amending this Resolution, after consultation with any affected recognized employee organizations. In the establishment of appropriate bargaining units, professional employees shall not be denied the right to be represented separately from non-professional employees; and any management and confidential employees who are included in the same unit with non-management and non-confidential employees shall not represent such employees on matters within the scope of representation.

#### RESOLUTION OF IMPASSES

20.
  - (a) Impasse procedures may be invoked only after the possibility of settlement by meeting and conferring under Paragraphs 6 and 7 has been exhausted. Any party may initiate the impasse procedure by filing with the other party or parties affected a written request for an impasse meeting, together with a statement of the impasse issues and its position on all such issues. An impasse meeting shall then be scheduled by the employee relations officer forthwith after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such impasse meeting is to permit a review of the position of all parties in an effort to reach agreement on the disputed issues.
  - (b) If the impasse issues are not resolved under Paragraph 21(a), and if the parties agree, the dispute may then be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendations, nor take any public position at any time concerning the issues. The mediator shall be selected by the mutual consent of the parties. If the parties do not agree, then each party shall appoint a person as a mediator, and the two persons so selected shall appoint an additional mediator.
  - (c) If the parties fail to agree to submit to mediation, or fail to resolve the impasse through mediation, within 15 days after the mediator commenced meeting with the parties, the Board may take such action regarding the impasse issues as it in its discretion deems appropriate in the public interest. Any action by the Board on the impasse issues shall be final and binding.
21.
  - (a) If there is one mediator, all fees and expenses shall be payable one-half by the District and one-half by the recognized employee organization.
  - (b) If there are three mediators, the District shall pay for the fees and expenses of its appointee, and the recognized employee organization shall pay for the fees and expenses of its appointee. The fees and expenses of the third mediator selected by the appointed mediators shall be payable equally by the District and the recognized employee organization.

#### DESIGNATION OF EMPLOYEE RELATIONS OFFICER

22. The board hereby designates the General Manager of the District as the employee relations officer. The employee relations officer shall be the District's principal representative in all matters of employer-employee relations, with authority to meet and confer in good faith and consult on matters within the scope of representation, including wages, hours and other terms and conditions of employment, subject to the direction of the Board. The employee relations officer may delegate any authority specified in this paragraph.

### MEMORANDUM OF UNDERSTANDING

23. If agreement is reached by the representatives of District and a recognized employee organization, they shall jointly prepare a written memorandum of understanding concerning such agreement which shall not be binding on the parties unless and until it is presented to and formally approved by the Board.

### GRIEVANCES

24. (a) A grievance is any dispute concerning the interpretation or application of this Resolution, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a District right, decision on wages, hours and other terms and conditions of employment which are not otherwise excluded from grievances, procedures by law, agreement or this Resolution.
- (b) Whenever possible, an employee's complaint should be resolved through informal discussions with the immediate supervisor. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, he or she may discuss it with the Department Head. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he or she may then file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

The standard employee grievance form attached to this Resolution as Exhibit B shall be used in processing a formal grievance.

(c) The steps and time limits involved in a formal grievance are as follows:

(1) First Step - The grievance shall be presented in writing to the employee's immediate supervisor, who shall enter his or her decision and comments in writing and return the form to the employee within fifteen (15) calendar days after receiving the grievance. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision, or with a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.

(2) Second Step - If the employee does not agree with the immediate supervisor's decision, or if no answer has been received within fifteen (15) calendar days, the employee may present the grievance in writing to the head of his or her department. The Department Head receiving the grievance shall review the grievance, enter his or her decision and comments in writing and return the form to the employee within fifteen (15) calendar days after receiving the grievance. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within

a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.

(3) Third Step - Fact Finding and Final Review - If the employee does not agree with the decision reached by the Second Step, or if no answer has been received within fifteen (15) calendar days, he or she may present the grievance for fact finding. Fact finding shall consist of a committee that produces a report to the employee relations officer. The committee shall consist of one District representative and one employee organization representative. The fact finding committee shall produce a written report to the employee relations officer that sets forth all uncontested facts surrounding the grievance and the report shall also set forth any contested facts. If both members of the committee agree on a joint recommendation, then the report shall contain such recommendation for resolution. If the members cannot agree on a joint recommendation, then the report shall have no recommendation for resolution. The fact finding report shall be submitted to the employee relations officer within thirty (30) days after the grievance is submitted to fact finding. The employee relations officer shall render a final and binding decision in writing to the employee within twenty (20) calendar days after receiving the fact finding report.

The time limits specified for grievance processing may be extended to a definite date by mutual written agreement of the employee and the reviewer concerned.

(d) The employee may request the assistance of another person of his or her choosing in preparing and presenting the grievance. The employee and the representative, if any, if in the same District, shall be privileged to use a reasonable amount of overtime in preparing and presenting the grievance and they shall be assured freedom from reprisal for using the grievance procedure. Such release time shall be approved in advance by the employee relations officer.

#### AMENDMENT AND RULES AND REGULATIONS

25. The Board may from time to time adopt such other and further rules and regulations necessary or convenient to implement the purposes of this Resolution and may amend the rules and regulations set forth herein, but only after consulting in good faith with representatives of employee organizations.

#### DUES CHECKOFF

26. (a) Only a formally recognized employee organization may request and be granted permission by the employee relations officer to have the regular dues of its members deducted from their paychecks (hereinafter sometimes referred to as "dues checkoff"), in accordance with procedures prescribed by the District.

(b) Dues checkoff shall only be for a specified amount and shall be made only upon the voluntary written authorization signed by the member of the recognized employee organization. Dues deduction authorization may be canceled and the dues checkoff payroll discontinued at any time by the member upon voluntary written notice to the District's Payroll Department. Dues checkoff authorization or cancellation shall be made upon cards provided by the District. Dues checkoff may be continued only upon voluntary written authorization of the member for a period of time not to exceed one year and ending \_\_\_\_\_ of each year, in all cases. Employee payroll dues deduction authorizations shall be in uniform amounts.

(c) The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues checkoff authorized. When a member in good standing of a formally recognized employee organization is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings, nor will the member deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. If an employee who is in a non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over employee organization dues.

(d) The District shall be entitled to deduct a processing fee of \$0.25 or 10%, per name per month, whichever is the lowest.

(e) Dues withheld by the District shall be transmitted after deducting the processing fee on a monthly basis to the officer designated in writing by the formally recognized employee organization as the person authorized to receive such funds, at the address specified.

(f) All employee organizations receiving dues checkoff shall indemnify, defend and hold the District, and its officers, employees and agents, harmless against any claims made and against any suit instituted against the District, or its officers, employees and agents, on account of checkoff of employee organization dues. In addition, all such employee organizations shall refund to the District any amounts paid in error upon presentation of supporting documentation.

(NOTE: The following form shall be used to authorize deduction of employee organization dues from an employee's pay.)

PAYROLL DEDUCTION AUTHORIZATION

Name \_\_\_\_\_ S.S. No. \_\_\_\_\_

I hereby authorize San Juan Water District (District) to deduct the amount specified in the \_\_\_\_\_ (Union) monthly dues schedule currently in effect and on file with the District Accountant from my paycheck on a monthly basis as my Union dues. The District shall transmit the dues withheld to such officer of the Union as may be designated in writing by the Union. This authorization shall remain effective until further notice from me.

It is expressly understood and agreed that neither the District nor the Union, nor any employee of either of them, acting under this authorization shall be liable in any manner for failure or delay in making or transmitting the deduction hereby authorized.

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

REASONABLE TIME OFF TO MEET AND CONFER

27. (a) A recognized employee organization may select not more than two employee members of such organization to attend scheduled meetings with the employee relations officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The employee relations officer may approve in writing the attendance at such meetings of additional employee representatives with or without the loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the employee relations officer at least two working days in advance of such meetings. Provided, further:
  - (1) that no employee representative shall leave his or her duty or work station or assignment without specific approval of the Department Head or other authorized management employee; and
  - (2) that any such meeting is subject to scheduling by the District in a manner consistent with District operating needs and work schedules.  
(b) Nothing provided in this paragraph shall limit or restrict the right of District to schedule such meetings before or after regular duty or work hours under appropriate circumstances.

ACCESS TO WORK LOCATIONS

28. (a) Reasonable access to employees work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the prior consent of the

Department Head or the employee relations officer. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

(b) Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted on District property, at work locations or during working hours.

#### USE OF DISTRICT FACILITIES

29. (a) A recognized employee organization may, with the prior written approval of the employee relations officer, be granted the use of District facilities during non-work hours for meetings of District employees, if space is available and provided such meetings are not used for organization activities or membership drives affecting District employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. A copy of the meeting agenda shall be furnished to the employee relations officer as soon as available, but in no event less than 24 hours prior to such meeting. The District reserves the right to assess reasonable charges for the use of such facilities.
- (b) The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs, blackboards, is strictly prohibited, the presence of such equipment in approved District facilities notwithstanding.

#### USE OF BULLETIN BOARDS

30. Recognized employee organizations may use portions of District bulletin boards under the following conditions:
- (a) All material must receive the approval of the Department Head in charge of the departmental bulletin board.
- (b) All materials must be dated and must identify the organization that published them.
- (c) The actual posting of materials will be done by the District as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed 31 days after the posting date. Materials which the Department Head considers objectionable will not be posted, provided, however, the Department Head shall first discuss this denial with the General Manager.

(d) The District reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organization materials.

(e) An employee organization that does not abide by these rules will forfeit its right to have materials posted on District bulletin boards.

#### **PEACEFUL PERFORMANCE OF DISTRICT SERVICES**

31. (a) Participation by any employee in a strike or work stoppage is unlawful and shall subject the employee to disciplinary action, up to and including discharge.

(b) No employee organization, its representatives or members, shall engage in, cause, instigate, encourage or condone a strike or work stoppage of any kind.

(c) If a recognized employee organization, its representatives or members engage in, cause, instigate, encourage or condone a strike or a work stoppage of any kind, in addition to any other lawful remedies or disciplinary actions, the employee relations office may suspend or revoke the recognition granted to such employee organization, and prohibit the use of bulletin boards, prohibit the use of District facilities and prohibit access to work or duty stations by such organization.

(d) As used in this section "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage or slow-down of work or the abstinence in whole or part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment.

(e) Any decisions of the employee relations officer made under this paragraph may be appealed by the Board of Directors by filing a Notice of Appeal with the employee relations officer accompanied by a complete statement, setting forth all of the grounds upon which the appeal is based. Such Notice of Appeal must be filed within seven days after the affected employee organization first receives notice of the decision upon which its complaint is based, or its complaint will be considered untimely and not subject to impasse procedures or any other appeal.

#### **SEVERABILITY**

32. If any provision of this Resolution, or the application of any provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of any provision to persons or circumstances other than those as to which it is held invalid, shall not be affected.

**CONSTRUCTION**

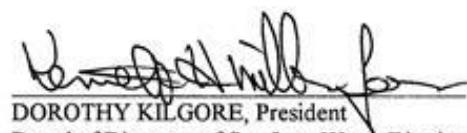
33. Nothing in this Resolution shall be construed to deny any person or employee the rights granted by federal and state laws, including, but not limited to, the Government Code or the Water Code of the State of California.
34. The rights, powers and authority of the Board in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.
35. Nothing in this Resolution shall be construed as authorizing any job action not otherwise permitted by law.
36. The provisions of this Resolution shall be construed so as to be consistent with the Meyers-Milias-Brown Act.
37. As used in this Resolution, the masculine, feminine or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

**EFFECTIVE DATE**

38. This Resolution shall be effective upon adoption by the Board of Directors.

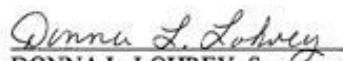
PASSED AND ADOPTED THIS 25<sup>th</sup> day of March, 1998, BY THE FOLLOWING VOTE:

AYES:	DIRECTORS	COSTA, K. MILLER, VERKE
NOES:	DIRECTOR	NONE
ABSENT:	DIRECTOR	KILGORE, G. MILLER



DOROTHY KILGORE, President  
Board of Directors of San Juan Water District

ATTEST:



DONNA L. LOHREY, Secretary

**EXHIBIT A**

**SPECIFICATION OF JOB CLASSIFICATIONS  
WITHIN A BARGAINING UNIT**

**EXHIBIT B**  
**EMPLOYER SPECIFIED GRIEVANCE FORM**

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**APPENDIX A  
DRUG AND ALCOHOL PROGRAM**

**SAN JUAN WATER DISTRICT  
9935 AUBURN FOLSOM ROAD  
GRANITE BAY, CA 95746  
TELEPHONE: (916) 791-0115**



## DRUG AND ALCOHOL PROGRAM

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**SAN JUAN WATER DISTRICT**  
**DRUG AND ALCOHOL PROGRAM**

**A. GENERAL PROGRAM & DISTRICT POLICY**

The San Juan Water District (District) has a significant interest in ensuring the health and safety of its employees. It has an obligation to ensure that its employees do not present a safety risk to the general public. Substance abuse can affect job performance and employee and public safety. Subject to the requirements of the federal Americans with Disabilities Act (ADA), the District will be firm in identifying and disciplining those employees who are impaired by use of alcohol, marijuana or any legal or illegal substance while on the job in violation of the following, up to and including termination of employment:

1. No District employee who is on duty or on On-Call or Standby duty will:
  - a) Use, possess, purchase, sale, manufacture, distribute, transport, dispense, or be under the influence of illegal or mind-altering substances; or
  - b) Use or be under the influence of alcohol or marijuana to any extent that impedes the employee's ability to perform their duties safely and effectively. Note: While marijuana is now legal for recreational use in California, it remains an illegal Schedule I substance under the United States Controlled Substances Act.
2. No District employee will engage in any duties or activities that, because of drugs taken under a legal prescription, cannot be performed without posing a threat to the health or safety of the employee or others. This includes medications that may impair the employee's ability to operate small or large machinery/equipment or motor vehicles.
3. Employees will be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed in Section 1 and/or 2 above. In addition, when such an employee has already been found in violation of Section 1 and/or 2 above through any action or medical examination process under the District's Drug and Alcohol Program, as a result of substance testing under that program, or by the employee's own admission, the employee will be required to submit to periodic substance testing as a condition of remaining in or returning to District employment.

Employees will refer any questions regarding their rights and obligations under this program to the District's Director of Finance, which is the position designated as the District's Designated Employer Representative (DER).

**B. SCOPE**

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

---

<sup>1</sup> While marijuana is now legal for recreational use in California, it remains an illegal Schedule I substance under the United States Controlled Substances Act.

## **C. APPLICABILITY**

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

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

For the purpose of this program, the District has three categories of employees: Non-Safety Sensitive, Safety Sensitive (DOT) and General Safety Sensitive. Non-Safety Sensitive employees are subject to reasonable suspicion controlled substance and/or alcohol testing. A General 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. General Safety Sensitive employees are subject to pre-employment and reasonable suspicion controlled substance and/or alcohol testing. A DOT Safety Sensitive position is defined as any position requiring the use of a Class A commercial driver's license. DOT Safety Sensitive employees are subject to pre-employment, reasonable suspicion, random, and post-accident controlled substance and/or alcohol testing (49 CFR, Part 382). All employees with a positive test result are subject to return-to-duty and follow-up controlled substance and/or alcohol testing.

## **D. PROPER APPLICATION OF THE PROGRAM**

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

## **E. PROHIBITED SUBSTANCES**

Prohibited substances addressed by this program include the following:

1. Controlled substances (drugs) that include, but are not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine; and
2. Alcohol, which is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.

## **F. PROHIBITED CONDUCT**

- No employee will report to work, be on-call for work, or work while impaired by any drug or alcohol, lawful or unlawful.
- No employee at any work site will use or possess any quantity of any drug or alcohol, lawful or unlawful, except for lawful drugs specifically authorized by the employee's immediate supervisor.  
No employee at any work site will manufacture, distribute, dispense or sell any drug or alcohol, lawful or unlawful.
- No employee will consume alcohol within four hours prior to performing safety sensitive functions. No employee will perform or continue to perform safety sensitive functions if the employee is using alcohol.
- No employee will consume alcohol for eight hours following involvement in an accident or until

they submit to a post-accident drug and/or alcohol test. Failure to comply may result in disciplinary action up to and including termination.

## **G. NOTIFYING THE DISTRICT OF CRIMINAL DRUG CONVICTION**

All employees must, as a condition of employment, comply with all the terms of this program and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of conviction must be made to the District's Director of Finance/Human Resources within five days after conviction, as mandated by the Federal Drug-Free Workplace Act of 1988 and the California Drug- Free Workplace Act of 1990. Failure to report such convictions will subject the employee to discipline, up to and including termination.

## **H. PRESCRIPTION AND NON-PRESCRIPTION SUBSTANCES**

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

If an employee has been prescribed a drug that may affect the ability of the employee to safely perform their job (such as side effects of dizziness, drowsiness, etc.), the employee may continue to work, under the influence of said drug, if a medical verification is obtained by the employee and/or the District's General Manager has determined after consulting with a competent medical authority that the employee does not pose a threat to their own safety or their co- workers and their job performance is not significantly affected by the legal drug. Otherwise, the employee may be reassigned to an alternative position, if available, or be required to take a leave of absence or comply with other appropriate action as determined by the District.

Failure to report the use of any legally obtained drug to be taken while performing District business, while on District property, or while on standby that may affect the safety of the employee, co-workers, members of the public, the employee's job performance, or the safe or efficient operation of the District's business without a medical verification, or failure to report the use of drugs with a medical authorization post-accident, may result in disciplinary action.

## **I. VOLUNTARY ADMITTANCE**

Employees who believe they may have a substance abuse problem are encouraged to take the initiative in voluntarily seeking assistance. Those voluntarily seeking help can make a confidential request for assistance to their supervisor or the Director of Finance. The employee will be referred to a Substance Abuse Professional (SAP) for evaluation and rehabilitation recommendations. Employees may use accumulated sick leave, vacation time, or compensatory time to participate in a rehabilitation program. The District will not be responsible for program costs.

Employees who admit to impairment by use of alcohol, marijuana or any legal or illegal substance are not subject to disciplinary measures provided the employee 1) does not self-identify in order to avoid testing under the requirements of this program, and 2) is actively seeking and receiving treatment.

After approval from the SAP, the employee may return to work and may be subject to unannounced follow-up testing, based on the SAP's recommendations. Any employee failing to complete the program will be subject to termination.

NOTE: Health insurance plans may provide coverage for rehabilitation costs. Health benefits information can be obtained from the District's Finance Department.

The following conditions must apply to the employee's self-admission:

1. The employee's admission cannot be made during their on-duty time; it must occur prior to the employee's reporting for duty on any particular day.
2. The employee's admission cannot be made in an attempt to avoid a required drug and/or alcohol test.
3. Drivers are required to be removed from safety sensitive functions, including driving (49 CFR, Part 382.121).
4. When the DER is satisfied the driver has successfully complied with the SAP's recommendations for assistance, the employee's supervisor may return the employee to duty, including safety sensitive functions, provided that the employee submits to and provides a negative DOT drug and/or alcohol test result and complies with all conditions of their treatment plan.

The District will comply with the following terms in accordance with 49 CFR, Part 382.121:

1. No adverse action will be taken against a driver who admits to drug and/or alcohol use under the terms above, provided they cooperate with the assessment and recommendations for treatment.
2. An employee who self-identifies under this program will be given reasonable time to obtain the required assessment and assistance.
3. An employee who complies with all requirements and the SAP's recommendations for assistance will be permitted to return to duty.
4. A safety sensitive (DOT) employee who cooperates and successfully complies with this program will not be considered to have had a violation of prohibited conduct under 49 CFR, Part 382B.
5. An employee who fails to comply with treatment recommendations, either under this provision or as recommended by a SAP, will be subject to disciplinary action up to and including termination of employment.

## J. TESTING FOR PROHIBITED SUBSTANCES

All drug and alcohol testing will be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities approved by the Department of Public Health (DPH) and utilizing the appropriate testing form (**see Attachment 1 – “Sample Federal Drug Testing Custody and Control Form”**).

Drug testing will include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For specimens that test above initial screening thresholds, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substance levels are above the minimum thresholds established in the DOT guidelines (49 CFR, Part 40).

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing (EBT) device operated by a trained Breath Alcohol Technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed

from their position for at least 24 hours. A breath alcohol concentration of 0.04 or greater will be considered a positive alcohol test.

## **1. Reasonable Suspicion Testing – Applies to All Employees**

The District shall conduct a drug and/or alcohol test when a manager or supervisor has reasonable suspicion to believe that an employee has used a prohibited drug and/or engaged in alcohol misuse. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, and body odors of the employee.

Reasonable suspicion determinations must be made by a manager or supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in their work performance due to prohibited substance and/or alcohol abuse or misuse.

Reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol.
2. A pattern of abnormal conduct or erratic behavior.
3. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.
4. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
5. Physical signs and symptoms consistent with prohibited alcohol or substance use.
6. Occurrence of a serious or potentially serious accident that may have been caused by human error.
7. Fights (i.e., physical contact), assaults and flagrant disregard or violations of established safety, security or other operational procedures.

A written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test, and signed by the manager or supervisor who made the observations, within twenty-four hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier (**see Attachment 3 – “Behavior / Incident Documentation Form,” Attachment 4 – “Search/Evidence Documentation Form” and Attachment 5 – “Reasonable Suspicion Documentation Form”**).

Upon a reasonable suspicion determination, a manager or supervisor will take the following actions immediately:

1. Confront the employee involved and keep under direct observation until the situation is resolved.
2. Obtain the DER's, and if applicable, Department Manager's, concurrence to the reasonable suspicion observations and determination of job performance and policy violations.
3. After discussing the circumstances with the manager or supervisor, the DER will arrange to observe or talk with the employee. If the DER believes, after observing or talking to the employee, that the conduct or performance problem could be due to alcohol or substance abuse, the employee will be immediately taken to a certified drug and alcohol testing facility

- by a manager or supervisor for a drug screen and/or a breath alcohol test. The employee will be informed that refusal to submit to testing will result in disciplinary measures up to and including termination.
4. A suspected employee will be asked to release any physical evidence (for example, drug paraphernalia or containers) relating to the reasonable suspicion observation for review or further testing. Failure to comply with the request may subject the employee to subsequent discipline or suspension from duties. All confiscated evidence will be receipted for with signatures of the receiving manager or supervisor and the employee.
  5. If, upon confrontation by the manager or supervisor, the employee admits to use but requests assistance, the DER will arrange for assessment by a SAP.

Employees reasonably believed to be under the influence of drugs or alcohol will not be permitted to engage in further work or drive themselves from the worksite to the closest District facility for on-site testing. A manager or supervisor will arrange for on-site alcohol and/or drug testing and see that the employee remains in a controlled location pending the arrival of the trained drug and alcohol specimen collector or is taken to a certified drug and alcohol testing facility. In lieu of administering an on-site test at a District facility, the District may substitute a test administered by on-site police or public safety officials under separate authority. The District may substitute a blood or breath alcohol test and a urine drug test performed by such local officials using procedures required by their jurisdictions. The District will obtain a copy of these test results and keep them on file.

If an employee informs the manager, supervisor or sample collector that the test results will be positive either prior to testing or prior to the District receiving the test results, no test will be performed, no test results will be processed, and the employee will be considered to have a positive test result.

An employee who knowingly, willingly and purposely evades a reasonable suspicion alcohol or drug test as defined under "Refusal to Submit" in the Definitions Section of this Appendix will be subject to termination of employment.

A controlled substance test is considered positive when a verified confirmation test indicates specimens have concentrations of a particular class of drug above the specified concentration levels. Drug classes and threshold concentration levels are listed under "Controlled Substance (Drug) Test" in the Definitions Section of this manual.

An alcohol test is considered positive when a verified confirmation test indicates a breath alcohol content greater than 0.04. "Alcohol Concentration Level" is defined in the Definition Section of this manual.

An employee with a positive test result will be placed on paid administrative leave pending a determination of the appropriate disciplinary action to be taken, if any.

If an employee requests a second test after a first positive test, the employee will pay for the second test and be placed on paid administrative leave pending the results of that test. If the test is again positive, the employee will continue to be on paid administrative leave pending a determination of the appropriate disciplinary action to be taken, if any.

#### **Manager and Supervisor Training**

Reasonable suspicion determinations should be made by a manager or supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably

concludes that an employee may be adversely affected or impaired in their work performance due to prohibited substance or alcohol abuse or misuse.

Managers and supervisors should receive at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on drug/controlled substances use. The training will be used by the managers and supervisors to determine whether reasonable suspicion exists to require an employee to undergo testing. The training will include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The District also requires refresher training every three years.

## **2. Non-Safety Sensitive Employees**

### **a) Pre-Placement/Post Offer Controlled Substance (Drug) Testing**

An applicant for a non-safety sensitive position with the District will NOT be required to undergo a drug screening analysis prior to employment.

### **b) Reasonable Suspicion Testing – see description in Section J-1 above.**

## **3. General Safety Sensitive Employees**

### **a) Pre-Placement/Post Offer Controlled Substance (Drug) Testing**

An applicant for a general safety sensitive position with the District will be required to undergo a drug screening analysis prior to employment. Any offer of employment will be conditioned upon compliance with this requirement. A positive test indicating the presence of a drug as defined in this manual may constitute disqualification of the applicant for the position.

### **b) Reasonable Suspicion Testing – see description in Section J-1 above.**

## **4. DOT Safety Sensitive Employees**

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Motor Carrier Safety Administration (FMCSA) has issued regulations which may require the District to implement a controlled substance testing program. The District will comply with these regulations and is committed to maintaining a drug-free workplace.

### **a) Covered Employees**

This section applies to every employee performing a “safety sensitive function” according to the following criteria. Under FMCSA, an employee is performing a safety sensitive function if they are:

1. Driving a commercial motor vehicle which requires the driver to have a commercial (Class A) driver’s license.
2. Inspecting, servicing or repairing any commercial motor vehicle.
3. Waiting to be dispatched to operate a commercial motor vehicle.
4. Performing all other functions in or upon a commercial motor vehicle.
5. Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments being loaded or unloaded.

6. Performing driver requirements associated with an accident.
7. Repairing, obtaining assistance or remaining in attendance upon a disabled commercial motor vehicle.

**b) Testing Procedure**

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

**c) Pre-Placement/Post Offer Drug Testing**

1. A negative pre-employment drug test result is required before an employee can first perform safety sensitive duties.
2. An applicant for a safety sensitive (DOT) position with the District will be required to undergo a drug screening analysis after an offer of employment has been made but before the applicant begins work for the District. Any offer of employment will be conditioned upon compliance with this policy.
3. A positive test indicating the presence of controlled substances as defined in this policy may constitute disqualification of the applicant for the position for a period of six months. The District will notify disqualified applicants of the results of a drug test conducted under the DOT regulations if the applicant requests the result within sixty days of being notified of the disposition of the employment application.
4. The District is not required to administer a pre-employment controlled substances test if:
  - (i) The driver has participated in a controlled substances testing program that meets the requirements of this part within the previous thirty days; and
  - (ii) While participating in that program, either:
    - Was tested for controlled substances within the past six months (from the date of application with the District), or
    - Participated in the random controlled substances testing program for the previous twelve months (from the date of application with the District); and
    - The District ensures that no prior employer has knowledge or records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.
5. Pre-placement controlled substances tests will also be required for:
  - (i) Existing District employees who newly obtain a Commercial Drivers license to perform safety sensitive functions within work performed for the District, and
  - (ii) Existing District employees who are newly subject to a recently implemented District program and have not been tested for controlled substances in the previous six months or have not participated in a random drug and/or alcohol testing program for the previous 12 months.

**d) Prior Employment Drug and Alcohol Testing Records**

The District will make a good faith effort to obtain previous test information from the last two years from an applicant's previous employers. In this context, a good faith effort includes completing **Attachment 6 – Request for Past Drug and/or Alcohol Test Results Form & Authorization for Release of Driver Information Form** and **Attachment 7 – Report of Past Driver Drug and/or Alcohol Test Results Form** and sending both forms to each relevant employer listed on the application in order to obtain the information from the previous two years. If there is no reply, a follow up phone call will be made in a further attempt to obtain the information. All requests will be documented and kept on file.

The District will review all previous test information received from prior employers for the following:

1. Alcohol test results with a breath alcohol concentration of 0.04 or greater;
2. Positive drug test results; and
3. Refusals to submit to a required alcohol or drug test.

If the District learns that the applicant tested positive for drugs, had an alcohol test result of 0.04 or greater, or refused to be tested, the applicant will not be allowed to perform safety sensitive (DOT) functions until the District has evidence the driver has met the return-to-duty requirements. The District will obtain evidence the applicant was evaluated by a SAP, completed any required counseling, passed a return-to-duty drug and alcohol test and was subject to any required follow-up testing.

**e) Random Testing**

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

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

Annually, at least 50% of the pool will be randomly tested for drugs and at least 10% of the pool will be tested for alcohol in accordance with DOT regulations. Testing rates will meet or exceed the minimal annual percentage rate set each year by the DOT Administrator.

The pool administrator will notify the District's DER at the beginning of the quarter if any District employees are selected with the computerized random number generator. The supervisor then has the entire quarter to arrange for an on-site collection.

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

Each covered employee who is notified of selection for random drug or random alcohol testing shall proceed to the test site immediately.

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

**f) Post-Accident Testing**

An employee involved in an accident shall notify their supervisor immediately following an accident to ensure that they are given proper post-accident instructions. The supervisor will determine if a test is necessary (**see Attachment 2 – Post-Accident Drug and Alcohol Testing**)

**Decision Form).** If a test is necessary, the supervisor will transport the employee to the closest District facility, arrange on-site alcohol and/or drug testing, and see that the employee remains in a controlled location pending the arrival of the trained drug and alcohol specimen collector.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road, each employer shall test for alcohol for each of its surviving drivers:

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
2. Who receives a citation within eight hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
  - (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
  - (ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for controlled substances (drugs) for each of its surviving drivers:

1. Who was performing safety sensitive (DOT) functions with respect to the vehicle, if the accident involved the loss of human life; or
2. Who receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
  - (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
  - (ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

The table below notes when a post-accident test is required to be conducted.

Type of accident involved	Citation issued to Commercial Motor Vehicle Driver?	Alcohol and drug test required
i. Human fatality	Yes	Yes
	No	Yes
ii. Bodily injury and immediate medical treatment away from the scene.	Yes	Yes
	No	No
iii. Disabling damage to any motor vehicle requiring tow away.	Yes	Yes
	No	No

If a post-accident alcohol test is not administered within two hours following an accident, the supervisor of the employee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test is not administered within eight hours after the

accident, the supervisor shall cease attempts to have the alcohol test administered and prepare and maintain on file a record stating the reasons the test was not done within eight hours.

If a post-accident drug test is not administered within thirty-two hours of the accident, the supervisor shall cease attempts to have the drug test administered and prepare and maintain on file a record stating the reasons the test was not done within thirty-two hours.

An employee subject to post-accident testing shall remain readily available for such testing, including notifying their supervisor of their location if they leave the accident scene. An employee who fails to do so shall be deemed to have refused to submit to testing.

An employee who knowingly, willingly or purposely evades a post-accident alcohol or drug test will be subject to termination under "Refusal to Submit" guidelines as discussed and defined in this Appendix A.

Nothing herein shall be construed to require the delay of necessary medical attention for the injured or to prohibit an employee from leaving the accident scene for the time period required to obtain emergency assistance.

In lieu of administering a post-accident test, the District may substitute a test administered by on-site police or public safety officials under separate authority. The District may substitute a blood or breath alcohol test and a urine drug test performed by such local officials, using procedures required by their jurisdictions. The District will obtain a copy of these test results and keep them on file.

**g) Reasonable Suspicion Testing – see Section J- 1.**

**K. REFUSAL TO SUBMIT**

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

**L. FAILURE TO APPEAR FOR TESTING**

Failure to appear for testing without an advance deferral will be considered refusal to participate in testing and will subject an employee to the range of disciplinary actions, up to and including termination.

**M. VIOLATION OF PROGRAM AND DISCIPLINARY CONSEQUENCES**

An employee may be found to use illegal drugs or alcohol on the basis of any appropriate evidence including, but not limited to:

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

The District will refer an employee found to use illegal drugs or alcohol to a SAP and immediately remove the employee from their position. Disciplinary action taken against an employee found to use illegal drugs or alcohol may include the full range of disciplinary actions, including termination. The severity of the action chosen will depend on the circumstances of each case. At the discretion of the District, and as part of SAP counseling, an employee may return to duty if the employee's return would not endanger public health or safety. The terms and conditions of any disciplinary consequences utilized by the District will not expand the rights and limitations of the employee under the provisions of District policy and the Personnel Manual.

A rehabilitation program may be available for those employees having a positive controlled substance and/or alcohol test. A second verified positive test under any circumstances might constitute cause for immediate termination. Failure to complete a treatment program provided by the SAP will be treated as a second positive test.

The employee will pay rehabilitation program costs and subsequent controlled substance and/or alcohol costs related to return-to-work and follow-up testing. When recommended by a SAP, participation in and completion of the rehabilitation program is mandatory. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a return-to-duty agreement. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years. NOTE: Health insurance plans may provide coverage for rehabilitation costs. Health benefits information can be obtained from the District's Finance Department.

## **N. EMPLOYEE RIGHTS**

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

All confirmed positive samples will be retained by the testing laboratory in secure frozen storage for one year following the test or until the sample is no longer needed for appeal proceedings or litigation, whichever is longer.

## **O. REHABILITATION/RETURN TO DUTY**

Following a positive drug or alcohol test result or test refusal, an employee will be immediately removed from their duties, referred to a SAP, and may be subject to disciplinary action up to and including termination.

Following a BAC of 0.02 or greater, but less than 0.04, an employee will be immediately removed from duties until the start of the next regularly scheduled duty period, but not less than twenty-four hours following administration of the test.

### **1. Rehabilitation**

After a verified positive test result, a conference will be conducted between the employee, their manager or supervisor, and a human resources staff person. If warranted, the employee will be requested to participate in a substance abuse (drug) rehabilitation program developed by a SAP chosen by the District. Details will be outlined in a Return-to-Duty Agreement.

Employees may use accumulated sick leave, vacation time, or compensatory time to participate in a rehabilitation program. Program costs and subsequent drug and/or alcohol-testing costs will be

paid by the employee. Failure to participate in and complete such a program may result in termination of employment.

## **2. Return to Duty**

Employees who have violated the prohibition set forth in this program will be required to submit to a return-to-duty test before performing safety-sensitive duties. The test result must indicate an alcohol concentration of less than 0.02 and/or a verified negative result on a controlled substance test.

## **3. Follow-Up Testing**

After a clean return-to-duty test, employees will be subject to unannounced follow-up testing. A SAP will determine the number and frequency of tests, but at least six tests will be performed during the first twelve months following the employee's return to duty. Follow-up testing may be extended up to sixty months from the date of the employee's return to duty, but the SAP can terminate the requirement after the first six tests, if they determine that testing is no longer necessary. The SAP, in coordination with the DER, will conduct tracking and monitoring of follow-up tests.

# **P. RECORDKEEPING**

## **1. Maintenance of Records**

The District will maintain records of its alcohol misuse and controlled substances use prevention programs under the category of Personnel files in the Board-adopted ADM-3.6 Records Management Policy. These records are confidential and will be maintained in a secure location with controlled access. The District will maintain the records in accordance with the following schedule:

- **One Year:** Records of negative and cancelled controlled substances test results and alcohol test results with a concentration of less than 0.02.
- **Two Years:** Records relating to the alcohol and controlled substances collection process.
- **Five Years:** The following records will be maintained for a minimum of five years:
  - Alcohol results indicating an alcohol concentration of 0.02 or greater.
  - Records of verified positive controlled substances test results.
  - Documentation of refusals to take required alcohol and/or controlled substances tests.
  - Driver evaluation and referrals.
  - A copy of each annual calendar year summary.

## **2. Confidentiality**

Records and information pertaining to an employee's drug or alcohol testing will be considered confidential and will be released only to:

- a) The employee who was tested or other individuals or organizations designated in writing by that employee;
- b) The Medical Review Officer; and
- c) Individuals who need the records or information to:
  1. Properly supervise or assign the employee;
  2. Determine, or assist in determining, what action the District should take in response to the test results; or
  3. Respond to appeals or litigation arising from a drug or alcohol test or related actions.

## **Q. INFORMATION CONCERNING THE EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES**

Alcohol and controlled substance use can affect an employee's health, work and personal life. Employees who have an abuse problem should seek help. Employees have access to Employee Assistance Programs (EAPs) and other options. Information on the effects of alcohol and drugs is provided in **Attachment 8 – Alcohol & Drug Effects** and **Attachment 9 – What Employees Need to Know About DOT Drug & Alcohol Testing**.

## **R. DEFINITIONS**

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

**Alcohol Concentration** means 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 test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air. Blood tests will not be used to determine alcohol concentration, unless administered by on-site police or public safety officials in a post-accident situation.

**Applicant** means any individual tentatively selected for:

1. Employment with the District; or
2. A safety-sensitive position and who has not, immediately prior to the selection, been subject to random testing.

**Breath Alcohol Technician (BAT)** means a person trained to operate the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BATs are the only qualified personnel to administer the EBT tests.

**Chain of Custody** means the procedures to account for the integrity of each urine specimen by tracing its handling and storage from point of collection to final disposition.

**Collection Site** means a place designated by the District where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

**Confirmation Test** for alcohol testing means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For controlled substances testing, it means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test, in order to insure reliability and accuracy. Gas Chromatography/Mass Spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.

**Consortium/Third-Party Administrator (C/TPA)** is a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employer's drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members.

**Controlled Substance (Drug) Test** is a method of detecting and measuring the presence of controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or a confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specific concentration level. It eliminates

negative specimens from further consideration. A confirmation drug test is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principal in order to confirm reliability and accuracy. Controlled substances will be tested under the current Department of Public Health guidelines in effect at the time of testing.

**Department of Transportation (DOT) Guidelines** means the controlled substances and alcohol testing procedures in all transportation industries (49 CFR, Part 40) and for the Federal Motor Carrier Safety Administration (49 CFR, Part 382).

**Designated Employer Representative (DER)** responsible for administering the District's Drug and Alcohol Program is the Human Resources Coordinator.

**Employee Assistance Program (EAP)** means a counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.

**Evidential Breath Testing Device (EBT)** means the device to be used for breath alcohol testing.

**General Safety Sensitive Employee** is defined as an applicant or employee in a safety sensitive position, but not subject to DOT regulations that is subject to pre-employment, reasonable suspicion, return to duty and follow-up drug and alcohol testing.

**Medical Review Officer** means the individual responsible for receiving laboratory results generated from the District's Drug and Alcohol Program who is a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.

**Illegal Drugs** means a controlled substance included in Schedule I or II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

**Performing Safety Sensitive Function** means an employee is considered to be performing a safety sensitive function in any period in which they are actually performing, ready to perform, or immediately available to perform such functions.

**Post-Accident Alcohol and/or Controlled Substance Testing** is testing performed on safety-sensitive employees following an accident involving a commercial motor vehicle where:

1. The accident involved a fatality; or
2. The driver receives a citation under state or local law for a moving traffic violation arising from an accident that involved:
  - a) injury requiring medical treatment away from the scene; or
  - b) one or more vehicles having to be towed from the scene.

**Pre-Employment Controlled Substance Testing** is conducted before applicants begin work, but after an offer to hire for general safety sensitive and safety sensitive positions. It is also conducted when existing District employees are transferred to a safety sensitive position.

**Random Controlled Substance and/or Alcohol Testing** means a system of testing imposed without individualized suspicion that a particular individual is using illegal drugs. Testing is conducted on a

random, unannounced basis for safety sensitive employees just before, during, or just after performing a safety sensitive function.

**Reasonable Suspicion Controlled Substance and/or Alcohol Testing** is conducted when a trained supervisor has a good faith belief based on specific, contemporaneous, and articulable facts or evidence that an employee may have violated the prohibitions set forth this manual.

**Refusal to Submit** means failing to provide an adequate breath or urine sample for testing without a valid medical explanation or engaging in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior, or physical absence resulting in the inability to conduct the test.)

**Safety Sensitive Employee (DOT)** is defined as an employee possessing a commercial driver's license and as a part of their job description may operate any of the following vehicles:

1. A vehicle with a gross vehicle weight rating (GVWR) of at least 26,001 pounds;
2. A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating (GVWR) of more than 10,000 pounds;
3. A vehicle designed to transport 16 or more passengers, including the driver; or
4. A vehicle used to transport hazardous materials that requires placards.

**Substance Abuse Professional (SAP)** means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker (with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders (the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

**Trained Supervisor** means a person in authority who received at least one hour of training on the signs and symptoms of alcohol abuse and at least one hour of training on the signs and symptoms of controlled substance abuse.

## **S. ATTACHMENTS**

1. Sample Federal Drug Testing Custody and Control Form
2. Post-Accident Drug and Alcohol Testing Decision Form
3. Behavior/Incident Documentation Form
4. Search/Evidence Documentation Form
5. Reasonable Suspicion Documentation Form
6. Request For Driver Drug and/or Alcohol Test Results Form & Authorization for Release of Driver Information Form
7. Report of Past Driver Drug and/or Alcohol Test Results Form
8. Alcohol and Drug Effects
9. Department of Transportation, Office of Drug & Alcohol Policy & Compliance: What Employees Need to Know About DOT Drug & Alcohol Testing

**ATTACHMENT 1**

**SAMPLE: FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM (OMB 9999-0023)**

Specimen ID No. \_\_\_\_\_

Laboratory Accession No. \_\_\_\_\_

## ► STEP 1: TO BE COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE.

A. Employer Name, Address and I.D. No. \_\_\_\_\_

B. MRO Name and Address \_\_\_\_\_

C. Donor SSN or Employee I.D. No. \_\_\_\_\_

D. Reason for Test:  Pre-employment  Random  Reasonable Suspicion/Cause  Post Accident  
 Return to Duty  Follow Up  Other (specify) \_\_\_\_\_E. Tests to be performed:  THC, Cocaine, PCP, Opiates and Amphetamines  
 Only THC and Cocaine  Other (specify) \_\_\_\_\_

## ► STEP 2: TO BE COMPLETED BY COLLECTOR - Specimen temperature must be read within 4 minutes of collection.

Specimen temperature within range:  Yes, 90° - 100°F/32° - 38°C  No, Record specimen temperature here \_\_\_\_\_

## ► STEP 3: TO BE COMPLETED BY COLLECTOR AND DONOR - Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s).

## ► STEP 4: TO BE COMPLETED BY DONOR - Go to copy 4 (pink page); STEP 4

## ► STEP 5: TO BE COMPLETED BY COLLECTOR.

COLLECTION SITE LOCATION:

Collection Facility \_\_\_\_\_

Collector's Business Phone No. ( ) \_\_\_\_\_

SPLIT SPECIMEN COLLECTION  
 YES  NO

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

REMARKS: \_\_\_\_\_

*I certify that the specimen identified on this form is the specimen presented to me by the donor providing the certification on Copy 4 of this form, that it bears the same specimen identification number as that set forth above, and that it has been collected, labeled and sealed as in accordance with applicable Federal requirements.*

AM/PM \_\_\_\_\_

(PRINT) Collector's Name (First, MI, Last) \_\_\_\_\_

Signature of Collector \_\_\_\_\_

Date (Mo./Day/Yr.) \_\_\_\_\_

Time \_\_\_\_\_

## ► STEP 6: TO BE INITIATED BY THE COLLECTOR AND COMPLETED AS NECESSARY THEREAFTER.

DATE MO. DAY YR.	SPECIMEN RELEASED BY	SPECIMEN RECEIVED BY	PURPOSE OF CHANGE
/ /	DONOR - NO SIGNATURE	Signature Name _____	PROVIDE SPECIMEN FOR TESTING
/ /	Signature _____	Signature _____	
/ /	Name Signature _____	Name Signature _____	
/ /	Name Signature _____	Name Signature _____	
	Name _____	Name _____	

► STEP 7: TO BE COMPLETED BY THE LABORATORY - Specimen Bottle Seal(s) Intact:  YES  NO, Explain in Remarks Below.

THE RESULTS FOR THE ABOVE IDENTIFIED SPECIMEN ARE IN ACCORDANCE WITH THE APPLICABLE INITIAL TEST AND CONFIRMATORY TEST CUTOFF LEVELS ESTABLISHED BY THE HHS MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS.

 NEGATIVE  POSITIVE, for following:  CANNABINOIDs as Carboxy-THC  COCAINE METABOLITES as Benzoylecgonine  PHENCYCLIDINE

## OPIATES:

 TEST NOT  
PERFORMED codeine  
 morphine amphetamine  
 methamphetamine OTHER \_\_\_\_\_

REMARKS: \_\_\_\_\_

TEST LAB (if different from above) \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

( ) PHONE NO. \_\_\_\_\_

*I certify that the specimen identified by the laboratory accession number on this form is the same specimen that bears the specimen identification number set forth above, that the specimen has been examined upon receipt, handled and analyzed in accordance with applicable Federal requirements, and that the results set forth are for that specimen.*

(PRINT) Certifying Scientist's Name (First, MI, Last) \_\_\_\_\_

Signature of Certifying Scientist \_\_\_\_\_

Date (Mo./Day/Yr.) \_\_\_\_\_ / /

## ► STEP 8: TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER

I have reviewed the laboratory results for the specimen identified by this form in accordance with applicable Federal requirements. My determination/verification is:  
 Negative  Positive  Test Not Performed  Test Cancelled

REMARKS: \_\_\_\_\_

(PRINT) Medical Review Officer's Name (First, MI, Last) \_\_\_\_\_

Signature of Medical Review Officer \_\_\_\_\_

Date (Mo./Day/Yr.) \_\_\_\_\_ / /

**ATTACHMENT 2**

**Post-Accident Drug and Alcohol Testing Decision Form**



## POST-ACCIDENT DRUG AND ALCOHOL TESTING DECISION FORM

### Accident Information:

Date of Accident: \_\_\_\_\_ Time of Accident: \_\_\_\_\_

Location of Accident \_\_\_\_\_

Employee Name: \_\_\_\_\_

### Decision Questions:

1. Was the employee operating a commercial motor vehicle? Yes \_\_\_\_\_ No \_\_\_\_\_

If NO, the test should not proceed under FMCSA testing rules. Local administrative rules may apply.

2. Was there a **fatality**? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, DOT drug and alcohol testing required

If there was **NO fatality**, answer the following questions:

3. Did the person performing safety-sensitive functions with respect to the vehicle **receive a citation** under State or local law for a moving traffic violation arising from the accident?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Did the accident involve **bodily injury** to any person who, as a result of the injury, immediately received medical treatment away from the scene of the accident?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Did one or more motor vehicles incur **disabling damage** as a result of the accident **requiring transportation away from the scene** by a tow truck or other motor vehicle?

Yes \_\_\_\_\_ No \_\_\_\_\_

- If there was **NO fatality AND you checked YES for QUESTION 3 AND either or both of the answers to QUESTION 4**, a FMCSA Post-Accident DRUG and ALCOHOL test IS REQUIRED.
- If there was **NO fatality AND you checked NO for QUESTION 3**, a FMCSA Post-Accident DRUG and ALCOHOL test should not be administered.

If ALCOHOL testing is not conducted within 2 hours after the accident, document the reason for the delay on the reverse side of this form. If no alcohol test is administered within 8 hours, cease all efforts to have the test administered and update the documentation.

If DRUG test is not conducted within 32 hours after the accident, cease all efforts to administer the drug test and document the reason why the test was not administered.

Reason the ALCOHOL test was not conducted within 2 hours of the accident. Update this statement if no test conducted within 8 hours.

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Reason the DRUG test was not conducted within 32 hours of the accident.

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Supervisor Name: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Testing Clinic Location: \_\_\_\_\_

Date Arrived At Clinic: \_\_\_\_\_ Time: \_\_\_\_\_

**ATTACHMENT 3**  
**Behavior/Incident Documentation Form**



Employee Number \_\_\_\_\_

Location \_\_\_\_\_

Incident Number \_\_\_\_\_

**OBSERVED BEHAVIOR/INCIDENT REASONABLE SUSPICION RECORD**

EMPLOYEE NAME	DATE OBSERVED
ADDRESS OF INCIDENT: Street _____ City _____	State _____ Zip Code _____ TIME OBSERVED FROM _____ a.m. p.m. TO _____ a.m. p.m.

**Mark items that apply and describe specifics**

1. APPEARANCE: normal \_\_\_\_\_ sleepy \_\_\_\_\_ tremors \_\_\_\_\_ clothing \_\_\_\_\_ cleanliness \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_

2. BEHAVIOR:

normal \_\_\_\_\_ erratic \_\_\_\_\_ irritable \_\_\_\_\_ inappropriate gaiety \_\_\_\_\_ mood swings \_\_\_\_\_ lethargic \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_

3. SPEECH:

Description: \_\_\_\_\_

4. BODY ODORS:

5. INDICATIONS OF THE CHRONIC AND WITHDRAWAL EFFECTS OF CONTROLLED SUBSTANCES:

YES       NO

EXPLAIN: \_\_\_\_\_

6. OTHER OBSERVATIONS FOR REASONABLE SUSPICION: \_\_\_\_\_  
\_\_\_\_\_

**WITNESSED BY:**

Signature _____	Title _____	Preparation Date _____	a.m. _____	p.m. _____
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Signature _____	Title _____	Preparation Date _____	a.m. _____	p.m. _____
-----------------	-------------	------------------------	------------	------------

THE ALCOHOL TEST MUST BE ADMINISTERED WITHIN EIGHT HOURS FOLLOWING A REASONABLE SUSPICION DETERMINATION

**EMPLOYER RETAIN IN EMPLOYEE'S CONFIDENTIAL FILE**

**ATTACHMENT 4**  
**Search/Evidence Documentation Form**



### SEARCH/EVIDENCE DOCUMENTATION FORM

Department/work location: \_\_\_\_\_

Employee or subject name: \_\_\_\_\_

Social Security/employee number: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Investigated by: \_\_\_\_\_

Employed by: \_\_\_\_\_ Position: \_\_\_\_\_

Location of search: \_\_\_\_\_

Reason for search:  Routine     Periodic     Contractual     Reasonable suspicion (or cause)

Location of evidence or prohibited items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of evidence, items or substances (continue on back, if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were local authorities called? \_\_\_\_\_

Time: \_\_\_\_\_

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Reporting supervisor's signature

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Date

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Witness' signature

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Date

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Employee's signature

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Date

**ATTACHMENT 5**

**Reasonable Suspicion Documentation Form**



Employee Name:		Date of Authorization:	
Location:		Time of Observation: From _____ AM/PM To _____ AM/PM	
<b>OBSERVED PERSONAL BEHAVIOR (CHECK ALL APPROPRIATE ITEMS)</b>			
Breath: (Odor of alcoholic beverage)	<input type="checkbox"/> Strong <input type="checkbox"/> None	<input type="checkbox"/> Faint	<input type="checkbox"/> Moderate
Eyes:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Speech:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Attitude:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Unusual Action:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Balance:	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>
Walking:	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Turning:	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>
Any Other Unusual Actions or Statements:			

Employee is reporting for duty

Employee is already on duty

Signs or Complaints of Illness or Injury:

<b>SUPERVISOR'S OPINION</b>			
Effects of Alcohol/Drug Intoxication	<input type="checkbox"/> None	<input type="checkbox"/> Slight	<input type="checkbox"/> Obvious
Operations of Equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No	Comments:	
Additional Comments:			
Reasonable Suspicion Test Refused	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____	Time: _____
Reasonable Suspicion Test Performed	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____	Time: _____

Supervisor: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness' Signature: \_\_\_\_\_

(if available and trained in Reasonable Suspicion)

Date: \_\_\_\_\_ Time: \_\_\_\_\_

**ATTACHMENT 6**

**Request for Past Drug and/or Alcohol Test Results Form & Authorization for  
Release of Driver Information Form**



Date:

To:

From: Donna Silva, Director of Finance

Subject: Request to Obtain Past Drug and/or Alcohol Test Results

\_\_\_\_\_ has advised us that s/he worked for your company in a safety-sensitive position, or that s/he applied to your company for work in a safety-sensitive position, during the prior two (2) years. Federal regulations require us to obtain from your company, and require your company to provide to us, information concerning the above-named driver's past drug and/or alcohol test results (including refusal to be tested).

We have enclosed the driver's written authorization directing your company to provide us with the following information:

- (1) Alcohol tests with a result of 0.04 or higher alcohol concentration; (2) Verified positive drug tests;
- (3) Refusals to be tested (including verified adulterated or substituted drug test results);
- (4) Other violations of your company's drug and alcohol testing regulations; and
- (5) Documentation of the driver's successful completion of return-to-duty requirements (including follow-up tests) if s/he violated any drug and alcohol testing regulations.

Please use the enclosed form to provide this information and return it to:

San Juan Water District  
Attn: Donna Silva, Director of Finance  
9935 Auburn Folsom Road  
Granite Bay, CA 95746

The information you furnish will be treated as strictly confidential. If you have any questions, please contact me directly at (916) 791-0115.

Thank you for your cooperation.

## **AUTHORIZATION FOR RELEASE OF DRIVER INFORMATION**

I, \_\_\_\_\_, hereby authorize my former employer, \_\_\_\_\_, to release to my current employer, the San Juan Water District, any and all information regarding past drug and/or alcohol test results during my employment as a driver with a Class A California Driver's License performing safety-sensitive duties. This information shall include, but not be limited to, the following:

- (1) Alcohol tests with a result of 0.04 or higher alcohol concentration; (2) Verified positive drug tests;
- (3) Refusals to be tested (including verified adulterated or substituted drug test results);
- (4) Other violations of my former employer's drug and alcohol testing regulations; and
- (5) Documentation of my successful completion of return-to-duty requirements (including follow-up tests) if I violated any drug and alcohol testing regulations.

This Authorization is valid for one year from the date it is signed.

---

Name

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Date

**ATTACHMENT 7**

**Report of Past Drug and/or Alcohol Test Results Form**

**TO: SAN JUAN WATER DISTRICT Attn: Donna Silva, Finance  
Director  
9935 Auburn Folsom Road  
Granite Bay, CA 95746**

**RE: REPORT OF PAST DRUG AND/OR ALCOHOL TEST RESULTS**

In accordance with your request, the following are the results of drug and/or alcohol tests for former employee \_\_\_\_\_ that were conducted by during the period \_\_\_\_\_ to \_\_\_\_\_. These test results are being provided to you as a result of your having provided us with the written authorization of the driver to release these test results for the period of time specified above.

**Past Drug Test Results:**  No Drug Test Conducted During Period Specified

Date of Test: \_\_\_\_\_  Negative  Positive  Refused to be Tested  
Date of Test: \_\_\_\_\_  Negative  Positive  Refused to be Tested  
Date of Test: \_\_\_\_\_  Negative  Positive  Refused to be Tested  
Date of Test: \_\_\_\_\_  Negative  Positive  Refused to be Tested  
Date of Test: \_\_\_\_\_  Negative  Positive  Refused to be Tested

**Past Alcohol Test Results:**  No Alcohol Test Conducted During Period Specified

Date of Test: \_\_\_\_\_  Negative  0.02 - .0399  0.04 or greater  Refused to be Tested  
Date of Test: \_\_\_\_\_  Negative  0.02 - .0399  0.04 or greater  Refused to be Tested  
Date of Test: \_\_\_\_\_  Negative  0.02 - .0399  0.04 or greater  Refused to be Tested  
Date of Test: \_\_\_\_\_  Negative  0.02 - .0399  0.04 or greater  Refused to be Tested  
Date of Test: \_\_\_\_\_  Negative  0.02 - .0399  0.04 or greater  Refused to be Tested

---

Date

Name of Person Completing Form

Title

**ATTACHMENT 8**

**Alcohol and Drug Effects**

Section 382.601(b)(11) FMCSR mandates that all employees be provided with training material discussing the effects of alcohol and controlled substance use on an individual's health, work and personal life. This attachment is intended to help individuals understand the personal consequences of substance abuse.

## **ALCOHOL**

Although used routinely as beverage for enjoyment, alcohol can also have negative physical and mood-altering effects when abused. These physical or mental alterations in a driver may have serious personal and public safety risks.

### **Health Effects**

An average of three or more servings per day of beer (12 ounces), whiskey (1 ounce), or wine (6 ounces) over time, may result in the following health hazards:

- \* Dependency
- \* Fatal liver diseases
- \* Kidney failure
- \* Pancreatitis
- \* Ulcers
- \* Decreased sexual function
- \* Increased cancers of the mouth, pharynx, esophagus, rectum, breast, and malignant melanoma
- \* Spontaneous abortion and neonatal mortality
- \* Birth defects

### **Social Issues**

- \* 2/3 of all homicides are committed by people who drink prior to the crime.
- \* 2 - 3% of the driving population are legally drunk at any one time. This rate doubles at night and on weekends.
- \* 2/3 of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
- \* The separation and divorce rate in families with alcohol dependency problems is 7 times the average.
- \* 40% of family court cases are alcohol-related.
- \* Alcoholics are 15 times more likely to commit suicide.
- \* More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol-related.
- \* Over 17,000 fatalities occurred in 1993 in highway accidents, which were alcohol-related. This was 43% of all highway fatalities.
- \* 30,000 people will die each year from alcohol-caused liver disease.
- \* 10,000 people will die each year due to alcohol-related brain disease or suicide.
- \* Up to 125,000 people die each year due to alcohol-related conditions or accidents.

### **Workplace Issues**

- \* It takes one hour for the average person (150 pounds) to process one serving of alcohol from the body.
- \* Impairment can be measured with as little as two drinks in the body.
- \* A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

## **Alcohol's Trip Through The Body**

**Mouth and Esophagus:** Alcohol is an irritant to the delicate linings of the throat and food pipe. It burns as it goes down.

**Stomach and Intestines:** Alcohol has an irritating effect on the stomach's protective lining, resulting in gastric or duodenal ulcers. This condition, if it becomes acute, can cause peritonitis, or perforation of the stomach wall. In the small intestine, alcohol blocks absorption of such substances as thiamine, folic acid, fat, vitamin B1, vitamin B12, and amino acids.

**Bloodstream:** 95% of the alcohol taken into the body is absorbed into the bloodstream through the lining of the stomach and duodenum. Once in the bloodstream, alcohol quickly goes to every cell and tissue in the body. Alcohol causes red blood cells to clump together in sticky wads, slowing circulation and depriving tissues of oxygen. It also causes anemia by reduction red blood cell production. Alcohol slows the ability of white cells to engulf and destroy bacteria and degenerates the clotting ability of blood platelets.

**Pancreas:** Alcohol irritates the cells of the pancreas, causing them to swell, thus blocking the flow of digestive enzymes. The chemicals, unable to enter the small intestine, begin to digest the pancreas, leading to acute hemorrhagic pancreatitis. One out of five patients who develop this disease dies during the first attack. Pancreatitis can destroy the pancreas and cause a lack of insulin, thus resulting in diabetes.

**Liver:** Alcohol inflames the cells of the liver, causing them to swell and block the tiny canal to the small intestines. This prevents bile from being filtered properly through the liver. Jaundice develops, turning the whites of the eyes and skin yellow. Each drink of alcohol increases the number of live cells destroyed, eventually causing cirrhosis of the liver. This disease is eight times more frequent among alcoholics than among non-alcoholics.

**Heart:** Alcohol causes inflammation of the heart muscle. It has a toxic effect on the heart and causes increased amounts of fat to collect, thus disrupting its normal metabolism.

**Urinary Bladder and Kidneys:** Alcohol inflames the lining of the urinary bladder making it unable to stretch properly. In the kidneys, alcohol causes increased loss of fluids through its irritating effect.

**Sex Gland:** Swelling of the prostate gland caused by alcohol interferes with the ability of the male to perform sexually. It also interferes with the ability to climax during intercourse.

**Brain:** The most dramatic and noticed effect of alcohol is on the brain. It depresses brain centers, producing progressive lack of coordination: confusion, disorientation, stupor, anesthesia, coma, death. Alcohol kills brain cells and brain damage is permanent. Drinking over a period of time causes loss of memory, judgment and learning ability.

## DRUGS

### Marijuana

#### Health Effects

- \* Emphysema-like conditions.
- \* One joint of marijuana contains cancer-causing substances equal to 1/2 pack of cigarettes.
- \* One joint causes the heart to race and be overworked. People with heart conditions are at risk.
- \* Marijuana is commonly contaminated with the fungus Aspergillus which can cause serious respiratory tract and sinus infections.
- \* Marijuana lowers the body's immune system response, making users more susceptible to infection.
- \* Chronic smoking causes changes in brain cells and brain waves. The brain does not work as efficiently or effectively. Long-term brain damage may occur.
- \* Tetrahydrocannabinol (THC) and 60 other chemicals in marijuana concentrate in the ovaries and testes.
- \* Chronic smoking of marijuana in males causes a decrease in testosterone and an increase in estrogen, the female hormone. As a result, the sperm count is reduced, leading to temporary sterility.
- \* Chronic smoking of marijuana in females causes a decrease in fertility.
- \* A higher than normal incidence of stillborn babies, early termination of pregnancy, and higher infant mortality rate during the first few days of life is common in pregnant marijuana smokers.
- \* THC causes birth defects including brain damage, spinal cord, forelimbs, liver and water on the brain and spine in test animals.
- \* Prenatal exposure may cause underweight newborn babies.
- \* Fetal exposure may decrease visual functioning.
- \* User's mental function can display the following effects:
  - delayed decision making
  - diminished concentration
  - impaired short-term memory
  - impaired signal detection
  - impaired tracking
  - erratic cognitive function
  - distortion of time estimation

#### Workplace Issues

- \* THC is stored in body fat and slowly released.
- \* Marijuana smoking has long-term effects on performance.
- \* Increased THC potency in modern marijuana dramatically compounds the side effects.
- \* Combining alcohol or other depressant drugs with marijuana increases the impairing effects of both.

### Cocaine

Used medically as a local anesthetic. When abused, it becomes a powerful physical and mental stimulant. The entire nervous system is energized. Muscles tense, heart beats faster and stronger, and the body burns more energy. The brain experiences an exhilaration caused by a large release of neurohormones associated with mood elevation.

#### Health Effects

- \* Regular use may upset the chemical balance of the brain. As a result, it may speed up the aging process causing damage to critical nerve cells. Parkinson's disease could also occur.

- \* Cocaine causes the heart to beat faster, harder, and rapidly increases blood pressure. It also causes spasms of blood vessels in the brain and heart. Both lead to ruptured vessels causing strokes and heart attacks.
- \* Strong dependence can occur with one "hit" or cocaine. Usually mental dependency occurs within days for "crack" or within several months for snorting coke. Cocaine causes the strongest mental dependency of all the drugs.
- \* Treatment success rates are lower than with any other chemical dependency.
- \* Extremely dangerous when taken with other depressant drugs. Death due to overdose is rapid. Fatal effects are usually not reversible by medical intervention.

### **Workplace Issues**

- \* Extreme mood and energy swings create instability. Sudden noise causes a violent reaction.
- \* Lapses in attention and ignoring warning signals increases probability of accidents.
- \* High cost frequently leads to theft and/or dealing.
- \* Paranoia and withdrawal may create unpredictable or violent behavior.
- \* Performance is characterized by forgetfulness, absenteeism, tardiness, and missing assignments.

### **Opiates**

Narcotic drugs which alleviate pain and depress body functions and reactions.

#### **Health Effects**

- \* IV needle users have a high risk of contracting hepatitis or AID when sharing needle.
- \* Increased pain tolerance. As a result, people may more severely injure themselves and fail to seek medical attention as needed.
- \* Narcotic effects are multiplied when combined with other depressants causing an increased risk for overdose.
- \* Because of tolerance, there is an ever increasing need for more.
- \* Strong mental and physical dependency occurs.
- \* With increased tolerance and dependency combined, there is a serious financial burden for the users.

### **Amphetamines**

Central nervous system stimulant that speeds up the mind and body.

#### **Health Effects**

- \* Regular use causes strong psychological dependency and increased tolerance.
- \* High doses may cause toxic psychosis resembling schizophrenia.
- \* Intoxication may induce a heart attack or stroke due to increased blood pressure.
- \* Chronic use may cause heart or brain damage due to severe constriction of capillary blood vessels.
- \* Euphoric stimulation increases impulsive and risk taking behavior, including bizarre and violent acts.
- \* Withdrawal may result in severe physical and mental depression.
- \* Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or failure to get rest.
- \* With heavy use or increasing fatigue, the short-term mental or physical enhancement reverses and becomes impairment.

### **Phencyclidine (PCP)**

Often used as a large animal tranquilizer and abused primarily for its mood altering effects. Low doses produce sedation and euphoric mood changes. Mood can rapidly change from sedation to excitation and a

blank stare. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, violent behavior, and an inability to speak or comprehend.

### **Health Effects**

- \* The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
- \* PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
- \* If misdiagnosed as LSD induced, and treated with Thorazine, can be fatal.
- \* Irreversible memory loss, personality changes, and thought disorders may result.

### **Workplace Issues**

- \* Not common in workplace primarily because of the severe disorientation that occurs.
- \* There are four phases to PCP abuse:
  - Acute toxicity causing combativeness, catatonia, convulsions, and coma.  
Distortions of size, shape, and distorted perception are common.
  - Toxic psychosis with visual and auditory delusions, paranoia, and agitation.
  - Drug induced schizophrenia.
  - Induced depression which may create suicidal tendencies and mental dysfunction.

**ATTACHMENT 9**

**Department of Transportation, Office of Drug & Alcohol Policy & Compliance: What Employees Need to Know About DOT Drug & Alcohol Testing – Link Below**

<https://www.transportation.gov/sites/dot.gov/files/docs/resources/partners/drug-and-alcohol-testing/2568/employeeshandbookeng2019a.pdf>



## **APPENDIX B**

### **Memorandum of Understanding Regarding Water Treatment Plant Operators Work Shift Requirements and Hourly Wage Compensation**

**Board Approval Required**

Insert final Board approved and  
signed MOU