



Executive Committee Agenda

April 2, 2024, at 2:00 p.m. at District Office

Please join my meeting on your computer, tablet, or smartphone.

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Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public that is within the subject matter jurisdiction of the Board, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

Please Note: If you have comments on a specific agenda item(s), please fill out a comment card and return it to the Board Secretary. The Board President will call on you for your comments at the appropriate time, either before or during the Board's consideration of that item.

If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 646-2114

(Govt. Code Section 94594.1 and 94594.2 (a))

A. Call To Order

B. Public Comments

C. Discussion Items

- A. Review the Draft 2024 Employee Handbook and provide direction to staff.- Attachment
- B. Review the Draft Illness & Injury Prevention Plan and provide direction to staff. - Attachment
- C. Discuss 2024 Cost of Living Adjustment for Staff. - Attachment

D. Closed Session - None.

E. Adjourn

MEINERS OAKS WATER DISTRICT

EMPLOYEE HANDBOOK

THE MISSION OF MEINERS OAKS WATER DISTRICT AND ITS STAFF IS TO PRODUCE AND DELIVER A RELIABLE AND SUSTAINABLE SUPPLY OF WATER TO MEET THE NEEDS OF THE RESIDENTS AND PROPERTIES AND THE COMMUNITY WITHIN ITS BOUNDARIES

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RESOLUTION NO. _____

A Resolution of the Board of Directors of Meiners Oaks Water District Approving the Employee Manual 2022 as a Fair Representation of the Current Policies, Procedures, Types of Compensation and General Conditions of Employment at the District.

WHEREAS, Meiners Oaks Water District employees carry out the business of supplying water services to the Meiners Oaks Water District service area; and,

WHEREAS, Meiners Oaks Water District offers both compensation in the form of wages and benefits for the services provided by Meiners Oaks Water District employees; and,

WHEREAS, Meiners Oaks Water District has established personnel policies and procedures for the administration of employee compensation and the general conditions of employment with Meiners Oaks Water District; and,

WHEREAS, Meiners Oaks Water District, from time to time, amends the type, and level of employee benefits offered as part of that compensation; and,

WHEREAS, Meiners Oaks Water District, from time to time, amends the personnel policies and procedures in effect within the District; and,

WHEREAS, Meiners Oaks Water District recruits and hires new employees from time to time; and,

WHEREAS, Board of Directors has developed an Employee Handbook for the purpose of communicating Meiners Oaks Water District's current personnel benefits, policies, and procedures to both those employed by Meiners Oaks Water District, and to those who may consider employment with Meiners Oaks Water District;

NOW, THEREFORE, BE IT RESOLVED by the Meiners Oaks Water District Board of Directors that the Employee Handbook 2022 is a fair representation of the current policies, procedures, types of compensation, and general conditions of employment by the Meiners Oaks Water District and approves it for use in representing same to the current and new employees of the District; and

BE IT FURTHER RESOLVED that the Board of Directors may amend the Employee Handbook, from time to time, to reflect new or revised Meiners Oaks Water District personnel policies, procedures and types and levels of compensation.

ADOPTED, SIGNED AND APPROVED this ___ day of _____, 2022.

_____, President
Board of Directors
Meiners Oaks Water District

ATTEST:

_____, Board Secretary
Meiners Oaks Water District

WELCOME

Welcome to the Meiners Oaks Water District (hereinafter referred to as "MOWD" or as "District").

The mission of Meiners Oaks Water District and its staff is to produce and deliver a reliable and sustainable supply of water to meet the needs of the residents, properties and the community within its boundaries.

You are now a member of a very special team of people. The employees of MOWD have created a very dynamic work environment where individual expertise and innovation are both utilized and rewarded, and personal growth is encouraged. Here you will see your ideas welcomed and given proper consideration. At MOWD we believe in personal responsibility and accountability. All employees are expected to perform their duties with minimal supervision. Contained in these pages are the policies governing employee conduct, regulating the use of District resources, and enumerating employee privileges and benefits.

THIS HANDBOOK

This employee handbook is presented for your information. We hope that it will introduce you to Meiners Oaks Water District (the "District") and enhance your job performance and satisfaction. However, this handbook is not a contract of employment and does not guarantee your continued employment.

This handbook supersedes any prior handbook, verbal or written policy or procedure that may conflict with its provisions. We reserve the right to modify or change any of the policies or procedures contained in this handbook as necessary. Any changes to this handbook will be done the written amendment of the Board of Directors. No oral statements, representations, conduct or practices of any officer or employee of the District will modify any of these policies.

None of these policies are intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal or state laws to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time.

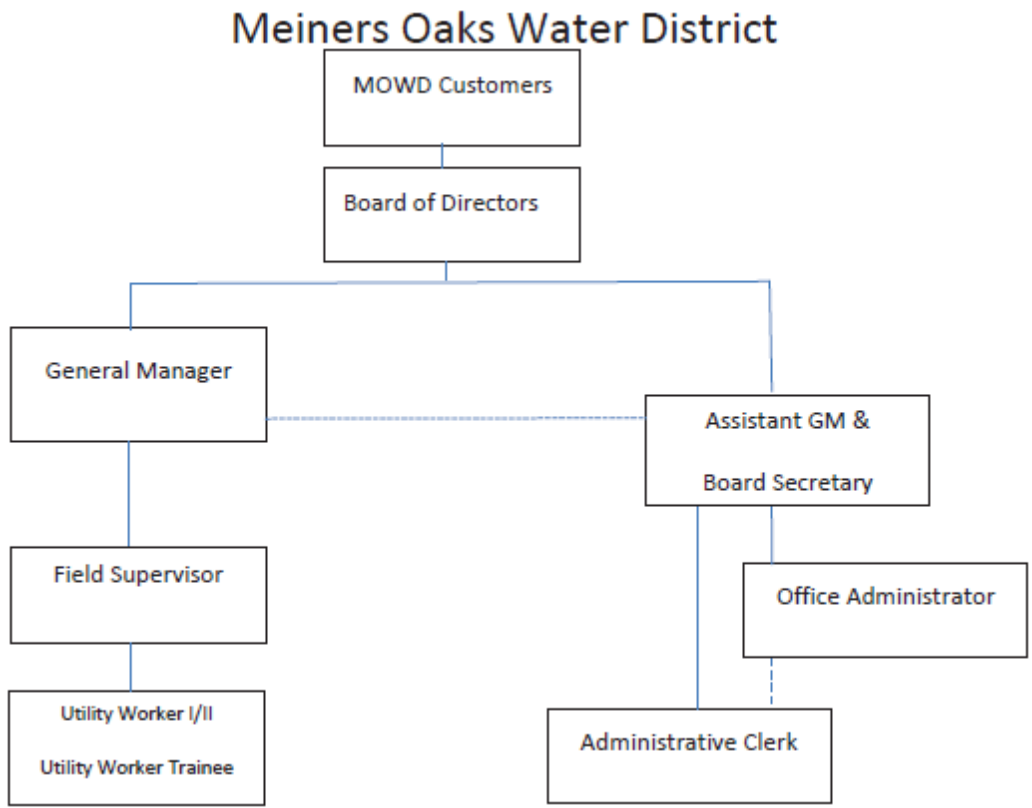
AT-WILL EMPLOYMENT

All employees of the District, including you, are employed at will. This means that we may change your terms and conditions of employment at any time, with or without advance notice or cause. It also means you may terminate your employment at any time, for any reason, and we have the same right to terminate your employment at any time for any reason. This at-will relationship cannot be modified during your employment unless we enter into a detailed written agreement signed by you and the General Manager and the President of the Board of Directors.

Examples of the types of terms and conditions of at-will employment which are within the sole discretion of the District include, but are not limited to, the following: promotion, demotion, transfers, hiring decisions, compensation, benefits, qualifications, discipline, layoff or recall, rules, hours and schedules, work assignments, job duties and responsibilities, production standards, subcontracting, reduction, cessation or expansion of operations; sale, relocation, merger or consolidation of operations, determinations concerning the use of equipment, methods or facilities; or any other terms and conditions that the District may determine to be necessary for the safe, efficient and economic operation of the business.

In deciding to work for MOWD, or to continue working for MOWD, you must understand and accept these at-will terms of employment.

MANAGEMENT FLOW CHART



I. EMPLOYMENT POLICIES

1.1 EQUAL EMPLOYMENT OPPORTUNITY

MOWD believes that an objective evaluation of each person's qualifications and performance is basic to a workplace that calls forth the best in each of us for the good of MOWD. We provide equal employment opportunities to all qualified applicants and employees without discrimination with regard to race (including protective hairstyles and hair texture), religion (including religious belief, observance, dress or grooming practices), creed, color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age (40 years or over), sexual orientation, gender, gender identification and expression, transgender status, transitioning employees, physical or mental disability, medical condition (including cancer), genetic characteristics, genetic information, family care, marital status, registered domestic partner status, enrollment in any public assistance program, status as military, or as a veteran or as a qualified disabled veteran, status as an unpaid intern or volunteer, ancestry, citizenship, national origin, protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), domestic violence victim status, political affiliation, or any other classification protected by law ("Protected Characteristics"). We also prohibit discrimination based on the perception that anyone has any of those Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics.

For purposes of national origin discrimination, improper and unlawful conduct includes, but is not limited to, an employee's, volunteer's, intern's, or applicant's (or that individual's ancestors') actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group, marriage to or association with persons of a national origin group, tribal affiliation, membership in or association with an organization identified with or seeking to promote the interests of a national origin group, attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and a name that is associated with a national origin group, possessing a driver's license issued under Vehicle Code § 12801.9, or any other characteristic protected by law.

This policy applies to all personnel actions, including, but not limited to hiring, evaluation, promotion, compensation, benefits, training, and return from layoff or termination. We are committed to maintaining a work environment which is free from discrimination. It is offensive to abuse another person's dignity through ethnic, racist or sexist slurs, or other derogatory or objectionable conduct. You may not discriminate against another applicant, volunteer, intern, or employee because of that person's actual or perceived Protected Characteristics. We will not tolerate discrimination by any employee (including supervisors, managers or co-workers), volunteer, intern, or independent contractor of the District, or by any outside persons in contact with our employees, volunteers, interns, and independent contractors (including our customers, potential customers, vendors, delivery persons, etc.).

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises/worksite, such as a business trip or business-related social function.

We will reasonably accommodate the known physical or mental disabilities or religious beliefs or practices of an otherwise qualified applicant, volunteer, intern, or employee, unless undue hardship would result. If you require accommodation to perform the essential functions of your job, please contact the General Manager to notify us of your disability or religious beliefs or practices and to describe the accommodations you believe are necessary to enable you to perform your job duties. We will work with you to determine whether there are any reasonable accommodations that would enable you to perform your job duties without causing undue hardship to the District.

If you have questions or concerns about discrimination in the workplace you should bring these issues to the attention of your supervisor, the General Manager or the President of the Board of Directors. You can raise concerns, report problems, or make complaints without fear of reprisal. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy. Anyone engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination.

1.2 POLICY AGAINST HARASSMENT

We are committed to maintaining a harassment-free work environment. We prohibit sexual harassment and harassment based on race (including protective hairstyles and hair texture), religion (including religious belief, observance, dress or grooming practices), creed, color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age (40 years or over), sexual orientation, gender, gender identification and expression, transgender status, transitioning employees, physical or mental disability, medical condition (including cancer), genetic characteristics, genetic information, family care, marital status, registered domestic partner status, enrollment in any public assistance program, status as military, or as a veteran or as a qualified disabled veteran, status as an unpaid intern or volunteer, ancestry, citizenship, national origin, protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), domestic violence victim status, political affiliation, or any other classification protected by law ("Protected Characteristics"). We also prohibit harassment based on the perception that anyone has any of those Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics.

For purposes of national origin harassment, improper and unlawful conduct includes, but is not limited to, harassment based upon an employee's, volunteer's, intern's, or applicant's (or that individual's ancestors') actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group, marriage to or association with persons of a national origin group, tribal affiliation, membership in or association with an organization identified with or seeking to promote the interests of a

national origin group, attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and a name that is associated with a national origin group, possessing a driver's license issued under Vehicle Code § 12801.9, or any other characteristic protected by law.

Our anti-harassment policy applies to everyone involved in the operation of the District and sets a standard of expected behavior for all persons working in or with our District. We will not tolerate harassment by any applicant, employee (including supervisors, managers or co-workers), intern, volunteer or independent contractor of the District, or by any outside persons in contact with our employees, interns, volunteers and independent contractors (including our customers, potential customers, vendors, delivery persons, etc.).

Prohibited harassment is defined as verbal, physical and visual behavior where:

1. The victim must accept the harassing behavior as an explicit or implicit condition of employment or other relationship with the District.
2. The victim's acceptance or rejection of the harassing behavior is used as a basis for an employment decision or a decision affecting any other relationship with the District.
3. The harassing behavior interferes with a person's work performance or creates an intimidating, hostile or offensive work environment. This behavior may include slurs, jokes, statements, emails, texts, instant messages or other electronic messages, gestures, assault, interfering with another's movement or normal work activities, pictures, drawings or cartoons based upon Protected Characteristics.

Sexual harassment, in particular, refers to all of the prohibited conduct described above, as well as unwelcome conduct such as requests for sexual favors, conversations containing sexual comments and other unwelcome sexual behavior or advances. Sexually harassing conduct may occur between members of the same gender as well as those of the opposite gender. Sexually harassing conduct need not be motivated by sexual desire. Sexual harassment may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises/worksite, such as a business trip or business-related social function.

As part of our commitment to providing a harassment-free workplace, we provide and require training for all of our employees. This training is provided within six months of hire (or promotion to a management position), and once every two years thereafter. The training covers not only sexual harassment prevention, but also prevention of all other forms of prohibited harassment, discrimination, retaliation and abusive conduct. While it is nearly impossible to prevent all forms of employee conflict in any business, we believe that training our employees how to recognize and prevent harassment, discrimination,

retaliation and abusive conduct goes a long way toward eliminating prohibited conduct in our workplace.

Retaliation against any person for reporting or threatening to report harassment, or for participating in an investigation of harassment, is also prohibited. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy.

1.3 GOSSIP, BULLYING, ABUSIVE CONDUCT OR COMMUNICATIONS

Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our District culture, create false rumors, disrupt workplace operations, interfere with others' privacy and hurt other people. You may not bully, gossip, engage in abusive conduct or make unnecessary, profane or disrespectful comments about other employees of our District.

Bullying is defined as repeated intentional and malicious behaviors by an employer or employee at the workplace, directed at an employee, that is intended to degrade, humiliate, embarrass, or otherwise undermine the employee's performance in a manner unrelated to legitimate business interests. It may include verbal abuse (such as repeated derogatory remarks, insults or epithets), offensive conduct or behaviors which a reasonable person would find to be threatening, humiliating or intimidating. It may also include work interference, gratuitous sabotage or undermining of a person's work performance without legitimate business purpose. A single act does not constitute abusive conduct unless it is especially severe or egregious.

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises/worksite, such as a business trip or business-related social function.

1.4 REPORTING TO THE DISTRICT

If you believe you have been harassed, discriminated or retaliated against, or bullied, or have witnessed an incident of harassment, discrimination, retaliation or bullying, please submit an oral or written complaint to your supervisor, the General Manager or the President of the Board of Directors as soon as possible after the incident. Any supervisor or manager who receives a complaint of discrimination, harassment, bullying or retaliation must immediately report that complaint to the General Manager or the President of the Board of Directors. If the General Manager is accused of being involved, employees are encouraged to discuss the matter with the President of the Board of Directors.

You are encouraged to report conduct that you believe may be prohibited discrimination, harassment, bullying or retaliation (or that, if left unchecked, may rise to the level of prohibited discrimination, harassment, bullying or retaliation), even if you are not sure that the conduct violates the policy.

Your complaint should include details of the incident(s) and the names of the individuals and witnesses involved. Anonymous complaints will also be investigated. We will fairly, promptly and thoroughly investigate your complaint. The investigation will be conducted internally or externally (with permission of the Board) by an impartial and qualified investigator. The investigation process will be documented and tracked for reasonable progress to ensure a timely resolution. Although we cannot promise complete confidentiality, we will maintain confidentiality to the extent permitted by law and will be as discreet as possible throughout the investigation process.

All personnel must fully cooperate in the investigation process. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. You may not discourage or prevent any victim of harassment, bullying, discrimination or retaliation, from using our complaint procedure to report harassing, bullying, discriminatory or retaliatory conduct, or discourage or prevent any witness from participating in the investigation.

If we determine that harassment, bullying, discrimination or retaliation has occurred, we will take appropriate remedial action to prevent future instances of wrongful conduct and to resolve the complaint in light of the circumstances involved.

We will inform the complainant, the accused and any other involved persons about the general results of our investigation. We will not retaliate against you for filing a complaint or participating in an investigation, and we will not tolerate or permit retaliation against you by management, supervisors, employees, independent contractors or other persons.

We urge you to immediately report any incidents of harassment, bullying, discrimination or retaliation so that we can quickly and fairly resolve any complaints. The federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing also investigate and prosecute complaints of unlawful harassment, discrimination and retaliation. If you think you are the victim of harassment, discrimination or retaliation, you may file a complaint with the appropriate agency. Both agencies may be found on the internet or through Directory Assistance. The District has also provided you with a copy of the Brochure on Sexual Harassment (DFEH 185).

1.5 FRATERNIZATION

We strongly discourage personal and social relationships between supervisory and non-supervisory employees because this may lead to misunderstandings, complaints of favoritism, lack of objectivity, sexual harassment, or severe employee morale problems.

If you date or ask to date, make sexual overtures toward or accept sexual overtures from, or attempt to establish a romantic or sexual relationship with any employee working under your direct or indirect supervision or management, you must immediately disclose the circumstances to the General Manager or the President of the Board of Directors.

Your relationship with another employee (including sexual or romantic relationships, family relationships, close friendships, roommates or similar relationships, whether or not one of you is a supervisor or manager of the other) must not disrupt District operations or violate our policy against harassment contained in this handbook.

1.6 ANTI-RETALIATION AND WHISTLEBLOWING

District employees are free to report violations of law, abuse of authority, fraud, economic waste, or gross misconduct, incompetence or inefficiency without fear of retaliation or retribution. This policy is based on a finding that the District best serves itself and its customers when it can be candid and honest without reservation in conducting the business of the District. The District prohibits retaliation by employees (or family members) against any staff member, Board member or volunteer for making good-faith complaints, reports or inquiries regarding illegal or improper activities under this policy to the District or any law enforcement agency, or for participating in a review or investigation of any such complaints under this policy. This protection extends to those whose allegations are made in good faith, but prove to be mistaken. The District reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints or reports regarding alleged illegal or improper activities, or who otherwise abuse this policy.

Therefore, the purpose of this policy is to: (1) encourage staff, Board members and volunteers to report to the District any credible information in their possession regarding illegal or improper activities and/or retaliation as defined herein, including violations of the District policies, promptly to those members of the District specified in this policy; and (2) prohibit the District's Board of Directors, Chief Executive Officer (General Manager) and supervising employees from retaliating against any employee (or family members) who reports illegal or improper activities to the District or law enforcement agencies as provided herein; and (3) specify a procedure by which information regarding illegal or improper activities or retaliation by members of the Board of Directors or employees can be reported to the District and investigated; and (4) provide a hearing process to any employee or Board member who has filed a written complaint with the District alleging actual or attempted acts of retaliation in response to having made a Protected Disclosure to the District or law enforcement protected by this policy.

Definitions:

a. "Illegal Order"

Means a directive to violate or assist in violating a federal, state or local law, rule or regulation, or an order to an employee to work or cause others to work in conditions outside of their scope of duty that could unreasonably threaten the health and safety of employees or the public.

b. "Illegal or Improper Activity"

Means an activity by a member of the Board of Directors, an employee, or a volunteer of the District that is undertaken in the performance of that person's duties that is either: (1) a violation of any state or federal laws or regulation including, but not limited to, corruption, malfeasance, bribery, theft of property, fraud, coercion, conversion, abuse of property or willful omission to perform a duty; or (2) violates District policies, is economically wasteful, or involves gross misconduct, incompetence, or inefficiency. Illegal or Improper Activity includes alleged financial, accounting or audit improprieties and alleged ethical violations by employees of Board members.

c. "Protected Disclosures"

Means a good faith communication from an employee or Board member of the District to the District or law enforcement agencies that discloses information that may be evidence of illegal or improper activity.

d. "Retaliation"

Means an employee or Director using or attempting to use the Director's official authority or influence over an employee (or family member) to intimidate, threaten or coerce any employee (or family member) in order to interfere with the rights of employees to freely report illegal or improper activity to the District or a law enforcement agency. Retaliation includes, but is not limited to, promising to confer, or conferring any benefit; affecting or threatening to affect any reprisal; or taking or directing others to take, recommend, or approve any personnel action against an employee making a protected disclosure including, but not limited to, demotion, transfer, assignment, performance evaluation, suspension, or other disciplinary action including termination.

Encouragement of reporting of Illegal or Improper Activity:

The District encourages employees and members of the Board to file complaints or reports about illegal orders or illegal or improper activity or alleged retaliation with the General Manager. All such complaints shall include specific facts supporting any allegation of illegal or improper activity, or retaliation, as defined by this policy. Complaints of illegal or improper activity or retaliation may be made anonymously, but such anonymity may impede the ability of the District to conduct a thorough investigation. If the General Manager is alleged to be involved in the complaint or report, then such complaint shall be filed with the President of the Board of Directors. If the President of the Board is also alleged to be involved in the complaint, then the complaint or report shall be filed with District's General Counsel.

This policy is not intended to provide a procedure for the filing of employee or Board member complaints regarding any employment issues other than whistleblowing activities and protection of employees from retaliation for making protective disclosures. Other allegations with respect to which the District has an existing complaint, grievance or appeal procedures as specified in the District's policies should be addressed pursuant to those procedures, such as issues of alleged discrimination or harassment which are processed by the District's standing executive committee or the General Manager.

Investigations of Allegations of Illegal and Improper Activity:

The General Manager may request that persons submitting a complaint alleging illegal or improper activity provide their name and contact information and provide the names and contact information for any persons who could help substantiate the claim. However, this information is not required in order to submit a complaint. If found useful, employees or Board members may use for the purposes of submitting a report the forms used for complaints and grievances that are shown in the Grievance and Complaint Policy Procedures. However, it should be clearly noted on the form that the form, in this case, is intended for reporting “illegal or improper action.”

Upon receiving a complaint form from any employee or member of the Board that an employee or Board member has engaged in an illegal or improper activity, the General Manager will conduct an investigation of the allegations in the complaint. The identity of the person filing the complaint, or of any person providing information in confidence regarding the facts in the complaint shall not be disclosed without the express permission of the person providing the information. However, the General Manager may disclose the facts in the complaint to a law enforcement agency in the event that an allegation of criminal conduct is contained in the complaint filed with the District. The General Manager may request the assistance of the Districts General Counsel and/or any outside consultant for assistance in evaluating an allegation of illegal or improper activity or conducting an investigation of Illegal or Improper Activity as authorized by this policy. The General Manager shall investigate the allegations in the complaint and prepare a report of the results of the investigation within sixty (60) days of the date of the complaint.

If upon completion of the investigation, the General Manager finds that an employee or Board member may have engaged or participated in an Illegal or Improper Activity, the General Manager shall make such findings in an investigative report and include recommended actions to prevent the continuation or recurrence of the illegal or improper activity. Such recommendations may include taking disciplinary action against those employees found to have violated this policy. The action may be taken by the General Manager. The investigative report may also recommend imposing sanctions, including loss of office, on those Board members found to have violated this policy. In that event, the report shall be filed with the Executive Committee of the Board of Directors which shall comply with the policies of the District in initiating discipline against a member of the Board of Directors. The District shall keep confidential all investigation work product including the investigative report.

Complaints of Retaliation and Investigation:

Employees or volunteers who believes they have been subjected to retaliation as defined and prohibited by this policy shall file a written complaint with the General Manager which specifies the alleged retaliatory conduct and identifies the individuals allegedly engaged in such conduct. The complainant must use and complete the Grievance and Complaint Form outlined in the Districts Grievance and Complaint Procedures.

If the alleged retaliation is charged against the General Manager, the complainant can file their complaint or grievance with the Executive Committee of the Board. The Executive Committee will then investigate the allegation or complaint as described in the process for an investigation led by the General Manager.

Upon receipt of the complaint, the General Manager, or Executive Committee shall commence an investigation of the allegations contained in the complaint of retaliation, which shall include interviews of the complainant and any potential witnesses. The Committee or the General Manager may utilize the services of the District's General Counsel and/or other consultants in conducting such investigation and preparing an investigation report. A written investigation report regarding the alleged retaliation shall be completed within thirty (30) days of receipt of a complaint of retaliation.

Based on the investigation, the General Manager shall make a determination as to whether retaliation occurred in violation of this policy and, if so, what steps should be taken to remedy the situation. The General Manager's decision shall be communicated to the complaining employee. In making the determination, if it is alleged that improper disciplinary action was taken against the complaining employee in retaliation for having made a protected disclosure, the General Manager shall consider whether the taking or failing to take any personnel actions with respect to an employee, the burden of proof shall be on the supervisor or other employee imposing the discipline to demonstrate by clear and convincing evidence that the alleged personnel action would have occurred for legitimate independent reasons even if the complaining employee had not engaged in protected disclosures of illegal or improper activity.

The investigation report of the alleged retaliation prepared by the General Manager shall include a written decision as to whether this policy has been violated. If the investigation report concludes that this policy has not been violated and the complaining employee disagrees with the determination of the General Manager, the complaining employee may appeal in writing the decision to the Executive Committee of the Board of Directors. That appeal must be filed within ten (10) business days of receipt of the investigation report and decision of the General Manager. The complaining employee must use and complete the District's Grievance and Complaint Appeals Form outlined in the District's Grievance and Complaint Procedures.

If an appeal is filed, the Executive Committee of the Board of Directors shall conduct a hearing of the complaining employee's appeal and hear and receive all evidence submitted by the complaining employee. In hearing the appeal, the Executive Committee may take evidence, and hear testimony from the complaining employee and other witnesses. The Executive Committee shall consider whether an activity protected by this policy was a contributing factor in the alleged retaliation against the complaining employee and if the alleged retaliation action could have occurred for legitimate, independent business reasons even if the complaining employee had not made Protected Disclosures. The Executive Committee shall render a final decision in writing to the complaining employee within thirty (30) days after completing the hearing which concludes whether retaliation prohibited by this policy has occurred or not. If the Executive Committee finds that the provisions of this policy have been violated, it shall

order that any personnel action taken against the complaining employee be reversed and that a memorandum is placed in the employee's personnel file indicating the results of the decision of the Executive Committee of the Board of Directors on appeal.

A complaining employee shall be required to exhaust administrative remedies by filing an appeal with the Executive Committee of the Board of Directors regarding any alleged violation of this policy before being entitled to commence a civil action in the Superior Court.

1.7 IMMIGRATION LAW COMPLIANCE

We are required by the Immigration Reform and Control Act of 1986 to verify all regular and temporary employees' identity and their right to employment in the United States. Your employment is contingent upon providing this documentation and keeping it current with us throughout your employment.

To meet this obligation, you must provide the District with documentation establishing your identity and legal right to work in the United States within three working days after your hire date. If you have not completed this verification within three days, you may not work until the verification process has been completed.

The District will monitor the expiration dates of identity and legal authorizations to work in the United States. You must keep this documentation updated throughout your employment to maintain your continued employment status. You must also notify the District of any change in your immigration status.

If your right to work documentation expires, you will be put on inactive status, and you will have five business days to submit renewed documentation of your right to work. If you do not do so, we are required to terminate your employment.

1.8 EMPLOYMENT STATUS

1.8.1 Regular Full-Time Employee

Regular full-time employees are regularly scheduled to work at least 30 hours in a workweek or at least 130 hours in a month. Regular full-time employees are entitled to all District-sponsored benefits described in this handbook, as specified by our current carriers or as required by law.

1.8.2 Regular Part-Time Employee

Regular part-time employees are regularly scheduled to work less than 30 hours in a workweek or less than 130 hours in a month. Regular part-time employees will not be eligible for some of the District-sponsored benefits described in this handbook, except as specified by our current carriers or as required by law, including Social Security and PERS benefits after working 125 days or 1000 hours on the District's payroll.

1.8.3 Temporary Employee

Temporary employees are scheduled to work a limited period of time. A temporary employee may be either full-time or part-time. A temporary employee will receive no District-sponsored benefits except as required by law, including Social Security and PERS benefits after working 125 days or 1000 hours on the District's payroll.

1.8.4 Exempt Employee

An exempt employee is one whose wages and duties are not covered by certain wage and time requirements of applicable local, state or federal regulations. An exempt employee does not receive overtime and does not follow the same time card procedures as a non-exempt employee. Exempt employees will be notified of their exempt status by management.

1.8.5 Non-Exempt Employee

A non-exempt employee is paid on the basis of hours worked per pay period and receives compensation for overtime. Non-exempt employees must follow the timekeeping procedures set forth in this handbook. All employees are non-exempt unless notified otherwise by management.

1.8.6 Reference Checks/Clearances/Licenses

We confirm the educational background, employment and personal references of all applicants prior to hire. If we discover after your hire that you submitted incomplete or false information in your application process, you will be disciplined or terminated.

If you are required to drive District or personal vehicles on District business, you must have and maintain a valid California driver's license (with 2 points or less) and remain eligible for coverage under our insurance policy. You must also provide a valid insurance declaration establishing your own insurance coverage for your personal vehicle, if applicable.

If a license or certification is required to perform your job duties, you are responsible for obtaining and maintaining that license or certification. If a license (other than a driver's license) or certification is required for your job position, we may reimburse you for the costs of obtaining that license or certification in certain circumstances.

1.8.7 Employment of Relatives/Personal Relationships

Because of the potential for conflicts of interest and employee morale problems, we will not employ relatives, spouses, registered domestic partners or employees who share a significant relationship if:

- one of the employees will be supervised by the other, or

- a conflict of interest arises or could arise between the employees, or with any other employee.

If these situations arise between you and another current employee, we will consider transferring one of the employees who share a significant relationship. If transferring is not an option, we may ask the two of you to voluntarily decide which one of you will resign. If neither of you voluntarily resign, we may choose which one of you will be terminated. If you are terminated in this situation, you will remain eligible for rehire to a position for which you are qualified.

1.8.8 Outside Employment & Other Activities

No District employee shall be permitted to accept employment in addition to or outside of District service if:

- The additional or outside employment leads to conflict or potential conflict of interest for said employee; or,
- The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
- The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service. An employee who does have additional or outside employment shall not be permitted to use District records, materials, equipment, facilities, or other District resources in connection with said employment unless specific written arrangements are made by the district manager and approved by the District's board president. Any written arrangements made by the district manager will include the completed District's Second Employment Authorization Form. See Appendix B
- If a conflict arises or the employee is unable to maintain a high work performance standard as a result of the outside job or activity, MOWD will ask the employee to choose between that position or activity and continued employment with MOWD ask you to choose between that position or activity and your continued employment with us.

1.8.9 Introductory Period

You are considered an introductory employee during your first 12 months of employment with us. During this period, we will evaluate your work attitude, attendance, performance and ability to work with other employees and supervisors. Likewise, during this period, you have the opportunity to determine if you are satisfied with your position and working environment. The General Manager may extend the introductory period. While in your introductory period, you will not receive District-sponsored benefits, except as noted or as mandated by law.

When you have satisfactorily completed your introductory period, you will become a regular (full or part-time) employee. Completing your introductory period does

not alter your at-will employment status. You retain the right to terminate your employment at any time, with or without cause or notice, and we have a similar right throughout your employment with us.

1.8.10 Promotion and Job Openings

We may post certain job openings or promotions. Current employees may be given first consideration after our review of such factors as education, experience, performance record, ability and skills. Whether a job opening is suitable for promotion or transfer from within the District is in management's sole discretion. If you are transferred or promoted into a new position, you must go through a new introductory period.

1.8.11 Retirement

An employee wishing to retire and end their employment with the District shall submit a letter of resignation stating the effective date of the retirement at least two weeks before the final day of employment. Since District employees are members of CalPERS, an employee wishing to retire must complete and submit the documents required by CalPERS.

1.8.12 Terminations

Termination is the severance of our employee-employer relationship, whether by resignation, layoff, discharge, retirement or death. As an at-will employee, you have the right to terminate your employment at any time and we have a similar right to terminate your employment at any time.

If you choose to resign, we request (but do not require) the courtesy of at least two weeks' written notice so that we can plan ahead for your departure.

If it becomes necessary to reduce staff, we will select employees for layoff based on job performance levels and qualifications, the requirements of available positions, our need for particular skills and experience, and any other business needs of the District.

1.8.13 Exit Interview

The General Manager is responsible for scheduling an exit interview with the employee on the employee's last day of employment and for arranging the return of any District property.

1.9 CONDITIONS OF EMPLOYMENT

1.9.1 Work Schedules

We will provide you with your work schedule. Your work schedule is subject to change as necessary to meet the District's and customer's needs. This may entail the

routine adjustments of workdays, starting time and quitting time, although we will provide you with reasonable notice to facilitate your personal planning.

Public employees are considered disaster service workers and therefore are subject to extended work hours during such declared emergencies.

1.9.2 Duty-Free and Uninterrupted Meal Periods

Non-exempt employees are entitled to take an unpaid duty-free and uninterrupted meal period of 30 minutes whenever you work more than five hours. This meal period should commence before you have completed five hours of work. You are entitled to take a second unpaid duty-free and uninterrupted meal period of 30 minutes whenever you work more than ten hours. This meal period should commence before you have completed ten hours of work. You are entitled to take a third unpaid duty-free and uninterrupted meal period of 30 minutes whenever you work more than 15 hours. This meal period should commence before you have completed fifteen hours of work.

If you perform any work for any reason during your meal period(s), you must record it on your time sheet so that you can be paid for your time. Working off-the-clock during any meal period is strictly prohibited.

If your work shift will be six hours or less, or you work more than ten but less than 12 hours in one shift and you have already taken your first duty-free and uninterrupted meal period of the day, the law permits you to waive your meal period at your option. If this circumstance occurs, or if you choose not to take the duty-free and uninterrupted meal period(s) we have provided to you, you must note that you voluntarily waived your meal period on time record.

You are entitled to leave the premises/worksite for your duty-free and uninterrupted meal period(s). You may not skip your meal period(s) in order to work unauthorized overtime, to come in late or to leave early without the prior approval of your supervisor. You may not extend the time you have available to you for a meal period by combining meal periods or by adding rest periods to a meal period.

If you are unable to take a desired duty-free and uninterrupted meal period in a timely manner for any reason, let your supervisor or the General Manager know immediately so that we can work with you to ensure that your meal periods are always available to you. You may raise any concerns about your ability to take your meal periods at any time without fear of retaliation; it is our intent that you be able to take all of your designated meal periods, duty-free and uninterrupted, each day of work. **MOWD employees are scheduled to allow for a 60-minute meal period.**

Exempt employees are entitled to take meal periods at reasonable intervals as needed. If your workload prevents you from taking meal periods, let your supervisor or the General Manager know immediately so that we can address the situation.

1.9.3 Duty-Free and Uninterrupted Rest Periods

Non-exempt employees are entitled to take a paid duty-free and uninterrupted ten-minute rest period for each four-hour work shift or major portion of four hours (i.e., more than two hours), except that employees whose work shift will end in 3.5 hours or less are not entitled to a rest period. Duty-free and uninterrupted rest periods are provided as follows: (1) employees working between 3.5 hours to six hours are entitled to take one rest period of ten minutes; (2) employees working shifts of more than six hours to ten hours are entitled to take two rest periods of ten minutes each; (3) employees working shifts of more than ten hours to fourteen hours are entitled to take three rest periods of ten minutes each, and so on.

Your duty-free and uninterrupted rest period(s) should be taken in the middle of each four-hour work period whenever possible. You are entitled to leave the premises/worksite for your duty-free and uninterrupted rest period(s). You may not extend the time you have available to you for a rest period by combining rest periods or by adding rest periods to a meal period.

If you are unable to take a duty-free and uninterrupted rest period in a timely manner for any reason, please discuss it immediately with your supervisor or the General Manager so that we can work with you to ensure that your rest periods are always available to you. You may raise any concerns about your ability to take your rest periods at any time without fear of retaliation; it is our intent that you be able to take all of your designated rest periods, duty-free and uninterrupted, each day of work.

Exempt employees are entitled to take rest periods at reasonable intervals as needed. If your workload prevents you from taking rest periods, let your supervisor or the General Manager know immediately so that we can address the situation.

1.9.4 Recovery Periods

We provide employees who work outdoors with recovery periods to proactively prevent heat illness. The District provides shade, fresh water and recovery periods in accordance with the applicable statutes, regulations and standards promulgated by the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

If you are unable to take a recovery period, please discuss it immediately with your supervisor or the General Manager so that we can work with you to ensure that recovery periods are always available as needed. You may raise any concerns about your ability to take recovery periods at any time without fear of retaliation; it is our intent that you be able to take all necessary recovery periods.

1.9.5 Lactation Accommodation

Nursing employees are entitled to a reasonable amount of break time to express milk in a private area (other than a bathroom) designated by the District. That area will be in close proximity to your work station, and it will be safe, clean, free of

hazardous materials, shielded from view and free from intrusion. It will also contain a surface on which to place a breast pump and other personal items, a place to sit, and will have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump. We will also provide a sink with running water and a refrigerator, or other cold storage device suitable for storing milk, in close proximity to your work station. You should use your regular paid rest periods for this purpose. Additional break periods necessary to express milk will be unpaid. If you require additional information or lactation accommodation, please contact the General Manager, who will respond to you promptly.

We urge you to immediately report any incidents or failures to accommodate your lactation needs to the General Manager or the President of the Board of Directors, so that we can quickly and fairly resolve those concerns. We will not discriminate or retaliate against you based upon your lactation needs or activity. However, you are also entitled to file a complaint with the California Division of Labor Standards Enforcement (DLSE), if you think you have been discriminated or retaliated against in this regard. That agency may be found on the internet or through directory assistance.

1.9.6 Attendance

1.9.6.1 Absences

The customers of the District expect good quality water at a reasonable price with a minimum of service outages. Unscheduled employee absenteeism and tardiness directly increases the cost to the customers and lowers the level of service. As such, regular and timely attendance is an essential function of every position in our District. We expect all employees to complete their job elements and assignments on or ahead of time. Frequently, the completion of these job elements and assignments depend upon interactive teamwork, and an employee who is absent may delay the timely completion of the District's mission. Please know that we count on you to be present at work during your assigned shifts, unless you have been "approved," "excused" or there is an emergency or unexpected illness or injury.

Your absence will be considered "approved" whenever you have obtained prior approval from the General Manager **or supervisor**. The approval should be sought as far in advance as practical and short, or "last minute" requests may not be approved. Eligible employees may use vacation benefits for their approved leave days

Your absence will be considered "excused" only if you have notified the General Manager **or supervisor** before the beginning of your daily work schedule. The approval should be sought as far in advance as, subject to legal compliance, practical and short, or "last minute" requests may not be approved. Eligible employees may use their vacation benefits for their excused tardiness.

If you will be unexpectedly absent for any portion or all of a workday for any reason, you must notify the General Manager **or supervisor** at least **30-minutes** prior to your starting time, or as soon as possible in light of the circumstances. If the

General Manager is not available, then notify your appropriate supervisor and/or co-workers. If a message is left with either the telephone answering service or the District's voice mail system, then a follow-up telephone call must be made to the General Manager. If a voicemail is left, provide time and date when you expect to return to work and identify all important tasks that need to be completed during the absence.

If you are absent more than one day, you must provide the same notice each day of absence, unless we have previously approved a specific date for your return to work. If you are absent for three consecutive days without proper notification, we will assume that you have voluntarily resigned your position.

Subject to applicable law, we may require a doctor's certificate for any absence of three (3) consecutive days due to illness or injury. We also may require a doctor's certification that you have been released to return to work before you are permitted to return after an illness or injury.

You should not automatically assume that an absence is permissible merely because you have sufficient paid time off benefits available to cover all or a portion of your absence. We may determine that your absences are excessive if, based upon all the facts and circumstances, it is found to be disruptive to the District, your co-workers or our customers or to cause an undue hardship to the District.

1.9.6.2 Tardiness

We expect you to begin work at your scheduled starting time and promptly after any meal period. You will be considered "tardy" if you clock in ~~in~~ return after your scheduled starting time or after your scheduled return from any meal period.

1.9.7 Remote Work

The District will permit eligible employees to work remotely when their job duties would permit remote work and the District believes it would be beneficial to the employee as well as to the District. The District retains the right in its sole and absolute discretion to designate appropriate positions for telecommuting and approve employees for telecommuting.

Telecommuting does not change your at-will employment status, the conditions of employment or compliance with legal requirements as well as all District policies and procedures. The District reserves the right to revise or terminate any previously-approved telecommuting arrangement at any time, without cause or advance notice. Telecommuting is a privilege and may not be appropriate for all employees or job positions. Telecommuting arrangements may also be approved as a reasonable accommodation in the event of a medically-certified disability, if it does not cause an undue hardship on the District.

Your job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular office worksite. Your supervisor reserves the right to assign work as necessary at any worksite. You may be

required to return to the District's work location upon notice from the District. Your remote work status will be evaluated on an ongoing basis to ensure that your work quality, efficiency, and productivity are not compromised by the telecommuting arrangement, and/or based upon current CDC recommendations or public conditions. Your option to work remotely is subject to the following conditions:

1. **Schedule.** Unless otherwise approved by your direct supervisor in writing, your hours and days of work will not change. You are expected to maintain your typical days and hours of work while working remotely. You must obtain advance approval of your supervisor to alter your schedule. Regardless of the reason, any schedule changes must be made in accordance with our established attendance policy. This includes any request for partial or extended time off due to unexpected illness or injuries, personal leave or other reasons for absence from work.

2. **Focus on Work Activities.** You are expected to devote your full professional time, commitment and best efforts to your usual work duties, unless modifications to your workload or schedule are approved by your supervisor in writing and in advance. You acknowledge that non-work related activities during your scheduled work hours are prohibited while telecommuting, including, but not limited to caring for your family (unless you have requested and been approved for family care leave), household tasks, personal activities, work for other employers, etc. Telecommuting is not intended as a substitute for child care or care for another adult. If a child or adult needs care during work time, another responsible individual is expected to be present.

3. **Required Office/Client Work.** You are expected to attend all required meetings and to be present at your usual District location, or another District-designated location, upon request. Client, vendor or co-worker meetings and non-business visitors, unless pre-approved by your supervisor, must be scheduled at a District location and may not be scheduled at your home.

4. **Overtime (Non-Exempt Employees).** If you are classified as a non-exempt (hourly) employee, you may not work overtime without first seeking and obtaining approval of your direct supervisor in accordance with our established policies.

5. **Meal and Rest Periods (Non-Exempt Employees).** If you are classified as a non-exempt (hourly) employee, you understand and agree to take all required duty-free and uninterrupted rest and meal periods during your workday pursuant to the District's policies on duty-free meal and rest periods and any other approved break time.

6. **Timekeeping (Non-Exempt Employees).** If you are categorized as a non-exempt (hourly) employee, you must record all time worked on the District's timekeeping sheets.

7. **Use of Vacation or Sick Leave.** You must request approval to use vacation, sick, or any other personal leave as required in the District's employee manual, in the same manner as when working at your regular District work location.

8. **Workplace Safety, Illness & Injury.** You agree to maintain a safe, secure, and ergonomic alternate worksite. You are solely responsible for ensuring the

safety of your alternative worksite, and you may be held personally responsible for any injuries resulting from a serious or willful condition in your alternative worksite. While telecommuting, you are protected by the District's workers' compensation insurance. As such, you are required to report any injuries that occur while working in any alternative worksite *as soon as possible* under the circumstances (in most instances, this should be no later than twenty-four (24) hours after the injury). You also are liable for any injuries that occur to third parties at or around your alternative worksite. You agree to defend and indemnify and hold the District harmless for injury to third parties at your alternate worksite. The District reserves the right to investigate all circumstances associated with third-party claims.

9. District Resources & Equipment. The District will work with you on an as-needed basis to assign and provide District equipment as needed to perform your remote work. You are responsible for the security and good condition of District-issued resources. You agree to protect District-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. You agree to report to your supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity. You understand that all equipment, records, and materials provided by the District shall remain the property of the District. The District will provide, or will work with you to obtain, any equipment necessary to perform your job duties. You will maintain and pay the costs of any additional equipment you choose to use beyond that required for your position. The District accepts no responsibility for damage or repairs to your personal equipment. Other household members or anyone else may not use the District's equipment and software. District-owned software may not be duplicated except as formally authorized. [Insert any additional details regarding working only through a District network, IT security, use of personal phone numbers, etc. Consider listing equipment to be provided, with serial numbers or other confirming details.]

10. Accessibility & Responsiveness. During any telecommute work hours, you agree to: (1) remain accessible by e-mail and telephone during your usual work schedule; (2) check in with your direct supervisor as necessary to discuss status and open issues; (3) be available for teleconferences, scheduled on an as-needed basis; (4) be available to come into the office if a business need arises; and (5) abide by the directives of your supervisor(s) as well as the rules and policies established by District.

1.9.8 Performance Reviews

Performance reviews are intended to provide you with feedback regarding management's assessment of your job performance. They also give you an opportunity to discuss your job requirements and the District's expectations, as well as to raise any concerns you may have.

We will usually review your performance at the end of your introductory period and approximately once a year thereafter, or as needed. During your performance review, your compensation may be adjusted upward or downward based upon market conditions, your performance and the District's performance. Compensation increases

are not guaranteed. The outcome of your performance review and any compensation adjustment you may receive will not alter your status as an at-will employee.

1.10 COMPENSATION

1.10.1 Policy Against Pay Discrimination

Unlawful pay discrimination is strictly prohibited by law and District policy. We will not pay any of our employees' wage rates that are less than what we pay employees of the opposite sex, of another race, national origin or ethnicity, or based on any other Protected Characteristic, for substantially similar work involving the same skill, effort, and responsibility, and performed under similar working conditions. Differences in compensation rates will be based upon legitimate business considerations such as education, experience, skill, productivity, and other performance qualities unrelated to the personal characteristics of any particular employee.

1.10.2 Workweek/Workday

Our workweek begins at 8:00 a.m. on each Monday and ends at 5:00 pm each Friday. Our workday begins at 8:00 a.m. on each day and ends at 5:00pm that night.

1.10.3 Overtime; Day of Rest

Business circumstances may require that employees work overtime hours, and we expect you to do so when called upon unless there are exceptional circumstances.

Non-exempt employees will be paid for overtime hours worked as required by applicable law. Generally, this means that you will earn overtime pay at the rate of time-and-a-half your usual rate for hours worked over eight in one workday, over 40 in one workweek, and for the first eight hours of work on the seventh day of work in the same workweek. You will receive overtime pay at the rate of double-time for hours worked over twelve in one workday, and for all hours worked in excess of eight hours on the seventh workday in the same workweek. Only hours actually worked are counted toward overtime.

We will work with you so that you have at least one full workday completely off duty during each workweek. If the nature of your employment reasonably requires you to work more than six days in the payroll workweek, then we will work with you so that you receive the equivalent of at least one day completely off duty for every seven days in the calendar month. While employees are normally required to work overtime when requested, this requirement does not apply if working the extra overtime hours would result in you failing to receive one full workday completely off duty during each workweek. Although, you are entirely free to make your own choice to accept those extra overtime hours, you will not be required to do so, nor will you be viewed negatively for choosing not to accept the extra hours.

All overtime hours must be authorized in advance by the General Manager before it is worked and must be initialed by General Manager on your time sheet. You may not skip your meal period(s) in order to work unauthorized overtime. If you work unauthorized overtime, you will be paid for your time, but you will also be disciplined or terminated for doing so.

1.10.4 Compensatory Time

Compensatory time off may be approved in lieu of overtime pay for irregular or occasional overtime work when the employee requests CTO in writing in lieu of overtime compensation and the employee is regularly scheduled to work no fewer than 40 hours in a workweek.

Non-Exempt Employees may accrue up to 40 hrs of compensatory time in one calendar year. Compensatory time may not be transferred from one calendar year to the next. For example, if accrued compensatory time off is not used before the 24th pay period time limit, the time shall be converted back to OT, and the employee must be paid for the earned compensatory time off at the overtime rate in effect when earned.

Exempt Employees may accrue compensatory time under special circumstances upon the MOWD Board of Directors' approval. An employee may accrue up to 240 hours of CTO. We will pay overtime to employees who accrue more than 240 hours for any additional overtime work.

At the employee's request, we will pay overtime in cash in lieu of earned CTO for at least two pay periods. We will permit employees to use the accrued time within a reasonable period after making the request, if such use does not unduly disrupt our operations.

Compensatory time will be recorded on the employee time sheets and in the electronic MOWD payroll system. Compensatory Time Calculation: 1 hr. OT = 1.5 hr. Compensatory Time

1.10.5 On-Call Schedule

The on-call schedule will run from Friday at 5:00 p.m. through the following Friday at 8:00 a.m. The person who is on call shall retain a District vehicle at all times and stay within one-hour response time to the District, unless other arrangements have been made with the General Manager in advance. The employee will complete the "MOWD Call Out/OT Log." Additionally, on a day that the employee has worked their normal 8-hour shift, the employee who is on call shall receive 1-hour minimum paid at 1 ½ times their normal rate of pay to cover potential call outs between the hours of 5:00 p.m. and 7:00 a.m. (even if no call outs are received, or the time spent on calls is less than one hour). Also, 1 ½ times the normal rate at one-hour minimum will be paid for any call outs on Saturdays, Sundays or Holidays.

Any time worked for a consecutive 12 hours shall be compensated at double the hourly rate of pay. No more than 24 consecutive hours will be worked without an 8-hour break.

1.10.6 Pay Period/Pay Day

You will receive your paycheck on the 15th and the last day of each month. If a District or bank holiday, or a weekend, falls on a designated pay day, we will issue paychecks on the day before whenever possible. You must pick up your paycheck in person or provide your signed written authorization for another person to do so. Paychecks are distributed by 5:00 p.m. on the date paid.

You may choose to have your paycheck deposited automatically into your checking or savings account. To enroll in the Automatic Deposit program contact the Office Administrator. If you choose direct deposit, you may choose to receive your wage statements in electronic or paper form.

1.10.7 Payroll Deductions

We will make payroll deductions from your paycheck as required by state and federal law. These currently include: Social Security (FICA), State Disability (SDI), PERS, and state and federal income taxes. Other deductions, such as employee health insurance contributions, may also be made if you authorize it in writing. We will not deduct any amounts from your paycheck unless required by law or authorized in writing by you.

1.10.8 Payroll Errors

If you have questions about errors, inclusions or omissions on your paycheck, promptly address them with the General Manager. Any necessary corrections will be made immediately. If payroll errors result in an overpayment to you, you must promptly reimburse MOWD for that overpayment.

1.10.9 Pay Advances, PTO Cash out, Loans or Check Cashing

We do not grant payroll advances, loans or check cashing to employees. Employees may request to cash out up to 40 hours of paid vacation time once per calendar year, so long as the employee has greater than 40 hours available at the time of the request. Paid vacation time cash out requests are submitted to the Office Administrator and approved by the General Manager.

1.10.10 Garnishments

When your wages are garnished by a court order to repay a debt that you have incurred, we are legally bound to withhold the amount required by the garnishment order from your paycheck. If you object to the garnishment, you must take independent action to have it lifted; we cannot intervene on your behalf.

If your financial concerns do not interfere with your job performance, we will make the deductions and payments as required and there will be no job-related repercussions. However, if an excessive number of wage garnishment orders or involvement in legal matters related to your garnishments causes administrative hardship and unnecessary costs for MOWD, we may have to consider separation from employment.

1.10.11 Time Records

All employees must use the District Timesheet to record their daily hours worked. You must record the time you begin your workday, the time you stopped work at the end of the workday, and whenever you leave the premises/worksite for any reason other than rest breaks or District business. You must sign and submit your Timesheet no later two working days prior to the 15th of each month, and two days prior to the last day of each month, or as requested.

The Timesheet should be completed in a neat and orderly manner (so that all entries are easily read) and submitted at the request of the Office Administrator. Timesheets are to be pre-approved by the General Manager. If you forget to record your time or if there are errors on your time record, report it to the General Manager and/or Office Administrator immediately so that the District can correct your time record. Any hours recorded in excess of your scheduled hours (including unscheduled working time or overtime) must be approved in advance and initialed by the General Manager.

You may not be on District premises/worksite or begin working earlier than your authorized starting time, and you may not remain on District premises/worksite or stop working later than your authorized ending time, without prior approval of the General Manager or supervisor.

Working off-the-clock is strictly prohibited. "Off-the-clock" work is a generic term that means work you may perform but that is not reported. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

Unauthorized use of or tampering with the timekeeping system, marking another employee's time record (even with that employee's permission), allowing another employee to mark your time record or writing on your or another employee's time record is prohibited.

You will be paid only for time recorded by the Timesheet, and for other authorized time off. If you have any questions or problems, please discuss them immediately with the General Manager.

1.10.12 Unclaimed/Lost Paychecks

If you do not pick up your paycheck within three days of the date issued, we will send a letter to your last known address reminding you to pick up your paycheck or to give written instructions to the District to mail it to an address you have designated.

You must report lost or missing paychecks immediately so that we can place a "stop payment" order on the paycheck. If appropriate, we will issue a new check to replace a lost or missing check.

II. BENEFITS

This section is intended to provide eligible employees with a brief summary of some of the features of our District-sponsored benefits. It is important to note that more detailed information is contained in the official plan documents and insurance policies that govern our District-sponsored benefit plans. If there is any conflict between the brief summaries contained in this handbook and the official plan documents, the official plan documents will control.

2.1 VACATIONS

We provide paid vacation time to regular full-time employees to provide them with periods of rest and relaxation away from their regular job duties. Eligible employees earn paid vacation time immediately upon commencing employment, but may not use vacation time until they have **accrued the adequate paid vacation time.**

If eligible, you will earn paid vacation time as follows:

Years of Service	Annual Vacation Accrual
First day of employment through completion of the 4th year of employment	Up to 80 hours (10 workdays) per year
First day of the 5th year of employment through completion of the 14th year of employment	Up to 120 hours (15 workdays) per year
First day of the 15th year of employment through the remainder of employment	Up to 160 hours (20 workdays) per year

Employees shall have the ability to transfer more than four (4) weeks of vacation time from one calendar year to the next. Once the employee has accumulated four (4) weeks (160 hrs) the employee will stop accruing further vacation time until the employee has taken enough vacation hours to bring that employee below this accrual cap.

The General Manager **Exempt employees** shall accrue paid vacation time in the following manner. The General Manager **Exempt employees** may only transfer six weeks of vacation from one calendar year to the next:

Years of Service	Annual Vacation Accrual
First day of employment through completion of the 4th year of employment	Up to 120hours (15 workdays) per year
First day of the 5th year of employment through completion of the 14th year of employment	Up to 160 hours (20 workdays) per year
First day of the 15th year of employment through the remainder of employment	Up to 24 hours (30 workdays) per year

Vacation time accrues on a pro rata basis per month. We do not advance vacation time or pay to employees. All vacation time must be earned before it can be taken.

Vacation time is not required by law and is offered to regular full-time employees as a courtesy. Vacation time is paid at your base hourly/salary wage in effect at the time it is paid, and is not based upon the “regular rate of pay” applied to other forms of compensation. As a result, it does not include incentive pay, bonuses, commissions, or any other form of compensation paid to you for any purpose outside of your base hourly/salary wage.

You may use vacation time in minimum increments of ~~one-half day (four hours)~~ **one hour. You may not use more than three weeks of vacation at one time.**

You will not accrue vacation benefits while on a leave of absence. You will not receive additional vacation time if you become ill or injured while on vacation. If a designated paid holiday is observed by the District during your vacation period, it will not count against your vacation bank. All accrued but unused vacation will be paid to you at your final rate of pay when you leave the District.

You must submit your vacation request at least 3 days in advance, and all vacation requests must be approved in advance by the General Manager. If there is a conflict in scheduling vacations, we will first consider our business needs. If all other factors are equal, we will then give preference to **first requested** in approving conflicting vacation requests.

Although you are allotted vacation pay benefits to cover periods of absence for personal time off, you should not automatically assume that an absence is permissible merely because you have sufficient vacation pay benefits available to cover all or a portion of your time off. The District may determine that your absences are excessive if, based on all the facts and circumstances, it is found disruptive to the District, co-workers or customers.

We may defer your vacation request, require you to take vacations at certain times, schedule your vacation if you fail to do so or if we deem it necessary, pay out your accrued vacation or shut down all or any part of the District for vacation purposes if necessitated by business needs or in our sole discretion.

2.2 SICK LEAVE

The District allows employees paid time away from work when the employee is sick or injured. Eligible employees will be entitled to paid sick leave from the commencement of employment as follows:

On your first date of eligibility, paid sick leave begins to accrue at the rate of 1.25 workdays (10 hours per month) for each full month of employment. If the eligible employee does not utilize the full amount of sick leave allowed, the unused time not taken is accumulated so long as the employee remains employed by the District.

To be eligible for the 10 hours of sick time awarded by the District the employee must be employed for the full month prior. Example: if an employee starts the month with 10 hours and uses the 10 hours during that month, another 10 hours is not automatically awarded for that following month. The employee must be in attendance for another full month before another 10 hours is added.

Local ordinances may apply to your accrual or use of sick time, depending upon where you work. Local ordinances which alter your accrual or use of sick time will be applied as necessary. If there is any conflict between this sick leave policy and the laws of the local area in which you are working, the law which is more generous to you will apply.

Subject to applicable law, eligible employees may use sick leave in minimum increments of thirty minutes.

Sick leave is paid at your regular rate or as otherwise required by law. You will receive payment for used sick leave no later than the payday for the next regular payroll period after the sick leave was taken.

We will not “advance” sick leave against future benefits. After you have exhausted your sick leave benefits, further absences due to illness or injury will be without pay, unless you request that we apply accrued vacation to your absence. Sick leave may not be used for vacation or personal time off, but may be used for preventive care or the diagnosis, care or treatment of an existing health condition including, things like, medical or dental appointments, as well as a need for time off if you are the victim of a crime or abuse, including domestic violence, sexual assault, stalking or other violent crimes or abuses. You may also use your earned sick leave to care for your injured or ill family member, including any of the following: spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle) or any other family members specified by applicable law.

In unexpected or emergency situations, you must notify the District as set forth in our attendance policy. You must keep the General Manager informed as to when you expect to return to work. If the need for paid sick leave time is foreseeable, you must provide reasonable advance notification.

If you are absent from duty due to injury caused by accident, or illness contracted in the performance of duty, the amount deducted for such absence shall be the actual amount paid on account of such absence by the State Compensation Insurance Fund to you, not including payment for medical service, permanent disability, etc., and there shall be no loss of sick leave benefits because of such absence, provided that the absence shall be considered as due to injury caused by accident or illness contracted in the performance of duty, only if it is determined by the State Compensation Insurance Fund.

Although you are allotted sick pay benefits to cover periods of absence due to personal illness or injury, you should not automatically assume that an absence is permissible merely because you have sufficient sick pay benefits available to cover all or a portion of your time off. Subject to applicable law, we reserve the right to require a written statement from your physician or your family member's physician certifying your absence. If your absence is due to your medical condition, to the extent allowed under the law, we reserve the right to require a written release from your physician that you can return to work.

If your absence is due to illness or injury extends beyond seven days, or if you are hospitalized, you should file a claim with the California Employment Development Department for State Disability Insurance. You may obtain information the General Manager or online at www.edd.ca.gov.

2.3 HOLIDAYS

Subject to applicable law, regular full-time and regular part-time employees are given the following holidays off with pay each year:

- New Year's Day
- **Martin Luther King Jr Day**
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- **Columbus Day**
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day after Christmas

Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday. *On the workdays before Easter, Thanksgiving, Christmas, and New Years the office shall close at 12:00 pm and employees shall be entitled to 4 hours of holiday time on those days.*

To be eligible for holiday pay, you must work on the District's last scheduled workday immediately prior to, and the District's first scheduled workday immediately after

the designated holiday (regardless of whether you are scheduled for those days), unless your absence is excused. Employees on unpaid leaves of absence are not eligible for holiday pay while on a leave of absence.

Holiday pay is not required by law and is offered to regular full-time and regular part-time employees as a courtesy. Holiday pay is paid at your base hourly/salary wage in effect at the time the holiday is observed, and is not based upon the “regular rate of pay” applied to other forms of compensation. As a result, it does not include incentive pay, bonuses, commissions, or any other form of compensation paid to you for any purpose outside of your base hourly/salary wage. Eligible regular part-time employees’ pay will be pro-rated based on the number of hours per week scheduled to work. Non-exempt employees will not receive holiday pay if they are scheduled to work but do not report to work on a designated holiday.

Exempt employees will not receive additional holiday pay, but they will not incur any reduction in pay for a partial week absence due to a District-observed holiday.

If you recognize alternative holidays for religious purposes, contact the General Manager to discuss your right to take additional religious holidays without pay.

2.4 FLOATING HOLIDAY/PERSONAL DAY

The District provides eligible employees with a one-day (eight hours) floating holiday during each calendar year of employment starting with their date of hire and each calendar year thereafter. We strongly recommend that all employees use their accrued floating holiday in the year in which it is earned, in the unlikely event that you do not use your accrued floating holiday each calendar year, your accrued, unused floating holiday time will not be carried over from year to year. **Eligible employees must schedule their floating holiday at least 3 days in advance with your supervisor.** If there is a conflict in scheduling floating holidays, we will first consider our business needs. If all other factors are equal, we will then give preference to seniority in approving conflicting floating holiday requests. All accrued but unused floating holiday time will be paid to you at your final rate of pay when you leave the District.

2.5 LEAVES OF ABSENCE

2.5.1 Insurance and Benefits During All Disability Leaves

If you need a leave of absence for disability purposes other than pregnancy disability leave (including FMLA/CFRA, Workers’ Compensation Leave or other disability leaves), and you are otherwise eligible under the applicable leave laws and also eligible to participate in our District-sponsored group health, dental, vision and life insurance program, we will work with you to help you maintain your group health, dental, vision, and life insurance coverage during your leave in accordance with applicable law. For FMLA/CFRA, **we will pay our usual share of your coverage premiums for up to 12 weeks.** For pregnancy disability leave (“PDL”), the District will continue to pay its share of group insurance coverage premiums for a period of up to 17.3 workweeks. Such benefits may

overlap with the District's obligations to continue premium payments under the Family and Medical Leave Act ("FMLA").

You must also pay for your usual share of your coverage premiums as well as for any dependent coverage. If you do not make timely premium payments to us during your leave, your coverage will be cancelled for nonpayment of premiums, and you will receive information regarding your right to continue your coverage under COBRA at your own cost.

You do not accrue paid time off benefits during your leave of absence. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your state disability benefits where applicable. Any paid time off applied to your leave will count towards your allotted leave time and will not increase the total leave time allowed.

2.5.2 Disability Leave

In addition to any legally-mandated leave to which you may be entitled, we will make every effort to reasonably accommodate your need for an unpaid leave of absence in the event of a disability, as long as it will not pose an undue hardship for the District. If you require a disability leave, make a written request to the General Manager.

You must notify the General Manager of your intent to resume work at least one week prior to your expected return date. Before returning to work after a disability leave of absence, you must provide us with a written statement from your physician, stating your ability to return to your regular duties and any restrictions you may have.

Although we cannot guarantee that your job will be held open for you until you return from a disability leave, we will make every effort to return you to the same or a similar job position. If no job opening exists for which you are qualified, you will be separated from employment.

While you are on a disability leave, you may not accept other employment involving the same duties or activities as your position with us. If you do so, or if you fail to return to work at the end of your disability leave, we will assume you have voluntarily resigned your position at our District.

2.5.3 Family and Medical Leave Act

2.5.3.1 Entitlement to Leave. The federal Family and Medical Leave Act ("FMLA") guarantees eligible employees a medical or family care leave of absence without pay for a maximum of twelve weeks within a rolling twelve-month period measured backward from the date you use any FMLA leave.

To be eligible for FMLA, you must (1) have been employed with us for at least 12 months within the past seven years; (2) have worked at least 1,250 hours in the year preceding your request for leave, and (3) work within 75 miles of at least 50 employees in our District.

FMLA leave will be granted for (1) your own serious health condition that makes you unable to perform the functions of your position; (2) the birth, adoption, foster care placement or serious illness of your child; or (3) to care for your parent or spouse who has a serious health condition. Leave for the birth, adoption or foster care placement of your child must be taken within one year of your child's birth, adoption, or placement.

If your own serious health condition continues beyond twelve weeks, we cannot guarantee reinstatement to your position, but we will review the circumstances with you to determine whether further leave time would be a reasonable accommodation without causing undue hardship to the District. If you do not return to work as scheduled at the end of a leave without obtaining prior approval for continued leave, we will assume you have voluntarily resigned your position with the District.

2.5.3.2 Key Position Employees. If you are in a "key position" (defined as the highest-paid 10% of District employees within 75 miles of that worksite), you may not be returned to your former or equivalent position following a leave if keeping your position available would cause substantial economic injury to the District, as determined on a case-by-case basis. We will notify you and explain your rights if you fall within this designation.

2.5.3.3 Leave for Care of Family Members in the Military. You may take up to 12 weeks of FMLA leave because of any special circumstances that arise out of the fact that your spouse, child or parent is on active duty or has been called to active duty as a reservist, National Guardsperson or existing active duty serviceperson. This leave applies even if no medical condition or injury exists that would otherwise qualify for FMLA leave.

2.5.3.4 Leave for Care of Injured Military Family Member. You may take up to 26 weeks of FMLA leave to care for a parent, child, spouse, nearest blood relative or registered domestic partner who is injured while on active duty in the U.S. Armed Forces within the five years preceding the date of your requested leave.

2.5.3.5 Applying for Leave. Submit your request for leave in writing to the General Manager. We will notify you in writing if your leave has been approved. At least one week prior to your return to work, you must provide written notice to the General Manager of your intent to resume work.

If your request for leave is because of the serious health condition of yourself or a qualified person, you must provide us with a physician's certificate along with your request for leave. The certificate must set forth the date when the condition commenced, its probable duration, an estimate of the time needed for care and a statement that the condition warrants the leave. Before returning to work after a leave of absence based on your own medical condition, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any restrictions you may have.

2.5.3.6 Disability Benefits. You may be eligible for State Disability Insurance (“SDI”) for the unpaid portion of your leave. Information regarding your SDI benefits may be obtained from the General Manager. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your state disability benefits where applicable.

This leave may run concurrently with CFRA leave.

2.5.4 California Family Rights Act

2.5.4.1 Entitlement to Leave. The California Family Rights Act (“CFRA”) guarantees eligible employees a medical or family care leave of absence without pay for a maximum of twelve weeks within a rolling twelve-month period measured backward from the date you use any CFRA leave.

To be eligible for CFRA, you must (1) have been employed with us for at least 12 months; and (2) have worked at least 1,250 hours in the year preceding your request for leave.

CFRA leave will be granted for: (1) your own serious health condition that makes you unable to perform the functions of your position (excluding pregnancy, childbirth, or related medical conditions); (2) the birth, adoption, foster care placement or serious illness of your child (biological, adopted, foster child, stepchild, legal ward, child of a domestic partner, or a person to whom you stand in loco parentis); (3) to care for your child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or domestic partner, who has a serious health condition. Leave for the birth, adoption or foster care placement of your child must be taken within one year of your child’s birth, adoption, or placement; or (4) a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, domestic partner, child, or parent in the Armed Forces of the United States.

If you are covered by a group health insurance plan at the time of your CFRA leave, you are entitled to continue your group health insurance coverage for the duration of your CFRA leave (up to 12 workweeks) under the same terms and conditions as when you are actively working.

At the end of your leave, you will be reinstated in the same or a comparable position. If your own serious health condition continues beyond twelve weeks, we cannot guarantee reinstatement to your position, but we will review the circumstances with you to determine whether further leave time would be a reasonable accommodation without causing undue hardship to the District. If you do not return to work as scheduled at the end of a leave without obtaining prior approval for continued leave, we will assume you have voluntarily resigned your position with the District.

2.5.4.2 Applying for Leave. Submit your request for leave in writing to the General Manager. We will notify you in writing if your leave has been approved. At least one week prior to your return to work, you must provide written notice to the General Manager of your intent to resume work.

If your request for leave is because of the serious health condition of yourself or a qualified person, you must provide us with a physician's certificate along with your request for leave. The certificate must set forth the date when the condition commenced, its probable duration, an estimate of the time needed for care and a statement that the condition warrants the leave. Before returning to work after a leave of absence based on your own medical condition, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any restrictions you may have.

2.5.4.3 Disability Benefits. You may be eligible for State Disability Insurance ("SDI") for the unpaid portion of your leave. Information regarding your SDI benefits may be obtained from the General Manager. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your SDI benefits where applicable.

This leave may run concurrently with FMLA leave.

2.5.5 Pregnancy-Related Job Modification or Disability Leave

If you are pregnant, you may request a modification of your job duties or a transfer to a less strenuous or hazardous position. We will accommodate your request for a modification or transfer if it is medically advisable and can be reasonably accommodated without undue hardship to us. You must provide a certification from your health care provider confirming the medical need for a job modification or transfer. Before returning to your normal work duties or schedule, you must provide a written statement from your physician, confirming your ability to return to your regular duties and any limitations upon your ability to work.

If you are disabled by pregnancy, childbirth or related medical conditions, or a condition related to these areas, you may take an unpaid pregnancy disability leave ("PDL"). The PDL covers any period(s) of physician-certified disability of up to four months (17.3 workweeks) per pregnancy. For employees who work part-time or do not work a regular schedule, the PDL covers the amount of time you would typically work in a four month period. At the end of your leave, you will be reinstated in the same or a substantially equivalent position unless your position has been eliminated because of a change in business conditions or operations.

You do not need to take your PDL in one continuous period of time, but can take it on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth and pregnancy-related medical appointments would all be covered by your PDL. You must provide a certification from your health care provider of your pregnancy disability. Before returning to work after a disability leave of absence, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any limitations you may have.

You may be eligible for State Disability Insurance (“SDI”) for the unpaid portion of your leave. Information regarding your SDI benefits may be obtained from the General Manager. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your state disability benefits where applicable.

If you are covered by a group health insurance plan at the time of your leave, you are entitled to continue your group health insurance coverage for the duration of your pregnancy disability leave under the same terms and conditions as when you are actively working.

If you have been on PDL and intend to take CFRA leave or Paid Family Leave for baby bonding purposes after the birth of your child, you must provide us with a certification of your change of leave status.

For more information regarding your eligibility for a leave and the impact of the leave on your seniority and benefits, please contact the General Manager.

2.5.6 Paid Family Leave

Under California’s Paid Family Leave Act (“PFL”), you may be eligible to receive payments from the state Employment Development Department while you are on leave for up to eight weeks of leave to care for an ill family member (defined as parent, parent-in-law, child, spouse, sibling, grandparent, grandchild or domestic partner) or for bonding with a newborn or recent adoptee, or to participate in a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, domestic partner, child, or parent in the Armed Forces of the United States. You contribute to the cost of this insurance through payroll deductions.

You must apply two weeks of your available paid time off benefits to this leave. We do not pay you for your leave, and we cannot guarantee that your job will be held open for you after a Paid Family Leave, although we will certainly make every effort to return you to the same or similar job. We will not retaliate against you for requesting or taking Paid Family Leave. This leave may run concurrently with FMLA/CFRA leave. For further information on this benefit and whether you will be guaranteed reinstatement, please contact the General Manager.

2.5.7 Coordinating CFRA Leave, PDL and PFL

If you have been employed with us for at least one continuous year and worked at least 1,250 hours in the year preceding your request for leave, you may request CFRA leave of up to twelve workweeks to bond with your child after your physician has released you from your post-delivery PDL. This unpaid CFRA leave is separate from the right to take PDL (and concurrent FMLA leave, if applicable), which is explained in the preceding sections of this handbook. There is no need to establish a serious health condition for you or your child to take CFRA leave. Your bonding leave must be taken in minimum increments of two weeks and is available to you only within one year after your child’s birth.

The maximum possible combined unpaid leave for an eligible pregnant employee is up to 17.3 workweeks for pregnancy disability if medically required (which includes any period of disability certified by a physician after the birth of the child), plus 12 workweeks to care for and bond with the newborn child. CFRA leave may overlap with the Paid Family Leave referenced in the previous section.

For more information regarding your eligibility for an unpaid CFRA leave, the impact of the leave on your seniority and benefits and coordination with PDL, please contact the General Manager.

2.5.8 Workers' Compensation Leave

If you suffer a work-related injury or illness, you are entitled to an unpaid leave of absence. Your leave will continue until one of the following situations occurs:

1. You are released for full or modified duty and can return to work, with or without reasonable accommodation;
2. We receive medical evidence that you will be unable to return to work at any time in the future; or
3. You resign your position or do not return to work after your approved leave has expired.

We may require an examination by a medical professional of our choice at no cost to you to verify your ability to begin or remain on a medical leave.

If you return to work at the end of your leave of absence, you will be reinstated to your former position, unless business conditions have caused us to eliminate your job position. If your position is not available, you will be offered any available opening in a comparable position for which you are qualified. If there is no such position, you will be terminated. FMLA/CFRA may run concurrently with your workers' compensation leave.

2.5.9 Authorized Leave

Leave other than vacation, sick, bereavement, or statutory leaves must be authorized by the General Manager in advance of taking such leave. Each request for a leave of absence will be considered individually.

Reasons for a leave may involve family emergencies or extenuating circumstances not covered by other leaves, educational and travel opportunities or other personal endeavors. Employees may be granted a personal leave of absence without pay for a maximum period of 7 days.

You must apply all accrued paid time off benefits to your personal leave of absence. You must pay 100% of your health and dental premiums during your leave. If you do not pay your insurance premiums, your coverage will be cancelled and you will receive information regarding your right to continue your coverage under COBRA at your own cost.

You must submit your written request for unpaid personal leave to the General Manager for approval. You must provide the starting and ending dates of your requested leave. At least one week prior to your return to work, you must confirm your intent to return to work with the General Manager.

We cannot guarantee that your job will be held open for you until you return from a leave. We will make every effort to return you to the same or a similar job; however, if no job opening exists for which you are qualified, you will be separated from employment for lack of work. You may not accept other employment while on personal leave without the prior approval of the General Manager. If you do so, or if you do not return to work as scheduled at the end of your personal leave, we will assume you have voluntarily resigned your employment.

2.5.10 Jury Duty/Appearance as a Witness

Non-exempt employees will be given time off with pay to serve on jury duty. Exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty.

If you are summoned for jury duty, give your summons to the General Manager to arrange for time off. While on jury duty, you must give us a jury attendance report, signed by a court official, at the end of each week of jury duty.

If you are subpoenaed as a witness, give a copy of the subpoena to the General Manager and we will give you time off without pay as needed. As indicated above, exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty. If you are subpoenaed to be a witness for us in a legal proceeding, we will pay you for your time.

During jury service or witness duty, you must return to work on any day when you are not required to report to the court or when you are excused early, as long as there are at least two hours remaining on your usual shift.

Time spent on jury/witness duty shall not be counted as hours worked for the purpose of computing overtime. The court provided record of the employee's attendance is attached to the employee's timesheet. The employee is entitled to keep the daily court provided one-way mileage pay. All benefits the employee is entitled to at the time of the jury/witness duty shall continue while the employee is on jury/witness duty leave.

2.5.11 Military Leave

If you are on full-time duty in the armed services, we will give you a leave of absence, benefits and reinstatement rights guaranteed to you by current laws. If you are a member of a National Guard or Military Reserve (including federal and state Military Reserves) unit, we will give you an unpaid leave of absence for your annual military training (typically two weeks per year, **unless additional time is approved by the General Manager or Board of Directors**). You must give your official duty orders to the General

Manager and submit a written request for a military leave of absence. You may apply your accrued paid time off benefits to receive pay for any leave period not covered by your military base pay, or you can choose to take the time off without pay. We will not discriminate or retaliate against you based upon your membership or service in any state or federal military force, as it pertains to any term, condition or privilege of employment with our District.

2.5.12 Victims: Domestic Violence, Sexual Assault, Stalking, Crime or Abuse

If you are the victim of a crime or abuse, including domestic violence, sexual assault, stalking or other violent crimes or abuses, you are entitled to reasonable time off without pay to obtain legal relief, such as a temporary restraining order, restraining order, or other injunctive relief for your protection or for your child's protection. You are also entitled to reasonable unpaid time off if the victim is your immediate family member. If these situations arise, we will work with you to determine whether there are any reasonable accommodations that would enable you to perform your job duties without causing undue hardship to the District. This time off will run concurrently with leave time provided under FMLA/CFRA.

2.5.13 Bereavement Leave

You are entitled to a paid bereavement leave of up to three (3) days following the death of your spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle). Three days need not be taken consecutively. You may request bereavement leave in special circumstances for other persons not listed here. Bereavement leave must be approved by the General Manager. We may request satisfactory documentation of your need for leave.

2.5.14 Time Off to Vote

If your normally scheduled work hours prevent you from voting in any statewide election, you may take up to two hours of paid time off to vote at the beginning or end of your workday. You must request voting time off at least three days in advance, and you must provide your voting receipt to the General Manager.

2.5.15 Visiting Child's School

We will give you unpaid time off if you are a parent or guardian of a student and you have been summoned to appear at the student's school under the Education Code. You must provide reasonable notice and documentation of the appearance to the General Manager.

2.5.16 Volunteer Firefighter/Peace Officer/Rescue Personnel

If you are a volunteer firefighter, reserve peace officer or emergency rescue personnel (including any officer, employee or member of a disaster medical response team sponsored by the state), you may take all necessary unpaid time off from employment to perform your emergency duty. You must provide as much advance notice as possible to the General Manager and you must provide documentation of your need for leave. If you are a healthcare provider you must notify us at the time you become designated as “emergency rescue personnel” and when you are notified of deployment based on that designation.

2.5.17 Other Leaves

The District will comply with all local, state or federal leave laws. If you believe that a leave law applies to your circumstances, you may reach out to the General Manager for additional information.

2.6 GROUP INSURANCE

The District provides access to major medical, dental, vision, and life insurance coverage options for all eligible employees. Employees are eligible for coverage in accordance with the terms of the applicable policy and the Affordable Care Act, as well as any equivalent local, state or federal laws. The District will pay 100% of the Medical Group Insurance premium for eligible employees, and 75% of the eligible family members. Employees must pay the remaining premiums for dependent coverage of spouses, dependents and registered domestic partners. Employees will pay their share of the premiums through payroll deductions. The following is a brief description of the plans available and is not meant to replace the actual wording of the policy, which makes the final determination of the benefits to be provided. The specific plans and carriers may change from time to time.

Medical

Persons Eligible: Regular full-time employees and their eligible family members.

Waiting Period: The first day of full-time employment, effective the 1st of following month.

Employee Contribution: 25% of premium for eligible family members.

Employer Contribution: 100% of premium for the employee and 75% of dependents.

Benefits Provided: See information booklet provided at the time of employment or during employment orientation.

Where to File Claims: Claim forms for insurance may be obtained from the employee’s physician.

Family Members/Dependents: MOWD pays 75% of all eligible family members’ premium.

Opt-Out Election: MOWD employees that opt to obtain health care coverage through their spouse or registered domestic partner, instead of using the health coverage that MOWD offers, will not be eligible for reimbursement. If the MOWD employee opts out of, proof of current medical insurance shall be provided to MOWD.

Dental

Persons Eligible: Same as medical above.

Waiting Period: Same as medical above.

Employee Contribution: 100% of premium for eligible family members.

Employer Contribution: 100% of premium for employee.

Benefits Provided: See information booklet provided at the time of employment or during the employment orientation.

Where to File Claims: All participating dentist's offices have claim forms and will file directly with the provider. A list of participating dentists is available at the District Office and on the Guardian Dental website.

Vision

Persons Eligible: Same as medical above.

Waiting Period: Same as medical above.

Employee Contribution: The total premium cost for employee and eligible family members.

Employer Contribution: None.

Benefits Provided: See information booklet provided at the time of employment or during employee orientation.

Where to File Claims: Claim forms for insurance may be obtained from the employee's doctor's office or VSP website.

Life Insurance

Persons Eligible: Regular full-time employees.

Waiting Period: Same as medical above.

Employee Contribution: None.

Employer Contribution: 100% of premium.

Benefits Provided: \$15,000 term life policy, plus \$15,000 accidental death.

Where to File Claims: Surviving family members should contact the District Office.

When your employment ends, you will be covered through the end of the month. After that, you may be eligible to continue coverage through COBRA at your own cost.

Employees that opt to obtain health care coverage through their Spouse's or Registered Domestic Partner's (RDP's) workplace, instead of using the health coverage that the District offers, will not be eligible for reimbursement. If you OPT out, proof of current medical insurance must be provided to the District.

Our insurance benefits may be changed or eliminated at any time. The details of our insurance benefits are controlled by the terms of the plan. You may obtain further information regarding our insurance benefits from the General Manager.

2.7 RETIREMENT BENEFIT

The District is a member of the California Public Employees Retirement System (CalPERS). The District participates in (2) two California Public Employees' Retirement Systems:

- 2%@60 with the member contribution rate of 7%;
- 2%@62 with the member contribution rate of 6.25% (All full-time employees enrolled after January 1, 2013);
- District's contribution varies each year;
- MOWD pays the appropriate contractual percentage to PERS as part of full-time employees' regular salaries;
- Accumulated sick leave will be applied to an employee's retirement calculation;
- To be eligible for service retirement, the employee must be at least age 50 and have 5 years of CalPERS credited service. An optional benefit included in MOWD's contract with CalPERS allows for the inclusion of Military Service in the service credit calculations in some instances.
- All employees (except part-time employees with less than 1000 hours per year and Board Members) are covered under this plan

Accumulated sick leave may be applied to an employee's retirement calculation in accordance with applicable law. Information regarding our plan is available from the General Manager.

2.8 ADDITIONAL BENEFITS

- The District also offers all regular full-time employees an additional 457 supplementary retirement plan.

- Clothing allowances will include \$250.00 per field person per year. Work shirts, hats and jackets and/or sweatshirts shall be provided by the District.
- Safety Boot vouchers for The Wharf are provided to each field person per year, a value of up to \$300. The GM may approve one additional voucher as needed, upon inspection, if safety boots are not holding up.
- Reimbursement to each field person per year for meter reading sneakers, up to \$100.
- Educational Assistance:
 - All classes taken by staff must be approved by the General Manager prior to enrollment. The District will pay for tuition, books, and campus parking permit at an amount not to exceed \$1,200.00/year/staff member. Employees are urged to improve their knowledge as it applies to the employee's job. The employee shall provide a copy of the official grade report, (minimum "C" grade required) certification of completion or diploma accompanied by receipts for eligible reimbursement to the General Manager for processing of payment.
 - Salaried personnel are exempt from this portion of the Employee Manual. All education or conferences attended by salaried personnel must be approved by the Board of Directors prior to enrollment.
 - If any employee's employment ends for any reason prior to completing a course and/or receiving a grade, there shall be no obligation on the part of the District to reimburse any part of the expense.

III. GENERAL POLICIES

3.1 CONFIDENTIAL INFORMATION

We use our resources to develop confidential information and trade secrets that are essential to our District, clients and employees. Our confidential information and trade secrets are developed by our employees as part of their job duties and responsibilities. Because protecting our confidential information and trade secrets is important to us, you are required to sign a Confidential Information Agreement as a condition of your employment.

Our confidential or trade secret information includes financial data, product information, the names and contact information for customers, vendors and other potential customers, technological data, marketing information, and other details of our business. This information may be contained in our written materials or in our electronic databases.

You must take great care to protect our trade secrets and other confidential information. You may not disclose any trade secrets or confidential information to third

parties, either during or after your employment. You must store all confidential and trade secret information in a manner that protects and maintains the confidentiality of that information.

If you are considering developing a copyrightable or patentable product that may relate to your job duties with MOWD, you should contact the General Manager to determine your relative rights and those of the District concerning the proposed product.

Notwithstanding anything else in this Handbook to the contrary, you will not be liable for: disclosing trade secrets in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or disclosing trade secrets in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

3.2 CALIFORNIA CONSUMER PRIVACY PROTECTION ACT

The District complies with the California Consumer Privacy Act. As such, we want to remind you again of the information that we collect in connection with your employment, and how we use that information.

The categories of information we collect may include:

- Personal identification and contact information, including among others, your name, mailing address, email address, phone number, Social Security number, driver's license or passport.
- Information related to relevant third parties, including emergency contact information, beneficiary information, and banking or wire transfer information.
- Subject to legal compliance, personal characteristics necessary to process your employment status, emergency contacts and medical benefits, including family and health information, marital or registered domestic partnership status, disabilities, current health conditions, and information related to COVID-19 or other similar pandemics.
- Your training, skills, and abilities, including education, prior work experience, and licenses or permits you hold.

We will use the information we collect in the following ways:

- To evaluate your application for employment and to process your onboarding once hired;
- To administer benefits;
- To process payroll and other payments, monitor pay changes, and ensure proper taxes, deductions and withholdings;

- To conduct performance reviews, document promotions/demotions, and to administer discipline as needed;
- To ensure a safe and productive work environment, including monitoring time off work and leaves of absence;
- To monitor compliance with work-related licenses and credentials;
- To assist you in case of emergency;
- To comply with the law.

The information we collect is securely stored within your personnel file, and associated tools and databases. If you have any questions about this policy, or you would like to inquire about the information that we collect and maintain in regard to your employment, please contact the General Manager.

3.3 TECHNOLOGY AND COMMUNICATIONS SYSTEMS

Our technology and communication services, equipment and content (“Communications System”) include mail, electronic mail (“e-mail”), facsimiles, telephones, voicemail, personal computers, computer networks, on-line services, Internet connections, computer files, video equipment, recorders and recordings, cellular phones, smart phones, text messages, Internet posts, bulletin boards and any similar communications or equipment. As technology progresses, there will no doubt be additions.

Our Communications System is our District property. You have no personal rights and no right of privacy in any use of our Communications System. We will access and monitor every employee’s use of the Communications System, including all content created or stored on it.

When using our Communications System, you must comply with the following guidelines:

- You are to use the Communications System only for business purposes. Personal use of the Communications System is not permitted, and you should not expect privacy with regard to any unauthorized personal use.
- You may not use our Communications System to harass, discriminate or retaliate against others, to gossip or bully others, or to send anonymous communications.
- You may not send or receive personal mail or e-mail with our Communications System.
- Because the District does not maintain a secure connection to all destinations on the Internet, the District's internet access should never be used for the purchase of personal items using personal credit or debit cards. Personal information should never be provided in any form of communication over the Internet.

- The option of "saving the employee password" to make future logins easier should never be used. All passwords should be changed at least quarterly. Passwords for application programs (such as MOM, PCAnywhere for MMI, and Bank Account transfers) should never be the same as the employee's network login password in order to provide at least two levels of security. Passwords should be at least 8 characters and should never be names, dates, social security numbers or actual words. It is a good idea to include a number in the employee's password (i.e., "love2ski1") to reduce the likelihood of guessing through repetition.
- We have access to your use of the Communications System at all times, and your use of personal passwords does not prevent us from doing so. If you implement personal passwords, you must disclose them to the General Manager, but you may not disclose your personal passwords to any other employee without the prior approval of the General Manager.
- We may access any employee's use of our Communications System at any time; however, you may not access another employee's use of our Communications System without that person's advance permission to do so.
- You may not tell outside parties that your voicemail or email is private or confidential, since it may be accessed by us or by other employees as necessary.
- You may not install or download any software, Internet add-in, toolbar, software update or other addition to our Communications System without the advance approval of the General Manager.
- The District licenses software for use on its computers to conduct the business of the District. Occasionally, the District may determine it to be advantageous for an employee to work from a home computer and may provide software for use by that employee. However, unless specifically authorized by the systems administrator, District-owned software is not available for installation on home computers.
- You may not send our District information or property to your personal e-mail or other outside location except as required in your job duties, and you may not download District information or property to any external drive or storage device.

In addition to any disciplinary action that may be imposed, we also may advise legal authorities of any illegal use of our Communications System.

3.4 SOCIAL MEDIA POLICY

Social media refers to blogs, chat rooms, forums and social networking sites such as Facebook, Twitter, LinkedIn, Pinterest, Instagram, Snapchat and YouTube, among others. You have the right to engage in personal social media activities to express your thoughts or promote your ideas, as long as your activities are not performed on working time or by using our Communications System, and do not cause harm to others or conflict with our policies, business, goodwill or reputation.

If you engage in social media activities on your own time, you must comply with the following guidelines as a condition of employment with us:

- Do not disclose our confidential and proprietary information or trade secrets.
- Do not write or post harassing, discriminatory, retaliatory, bullying or offensive material in violation of law or our District policies.
- Do not unlawfully defame the District or our personnel, activities or competitors.
- Do not use or reproduce our logo, website link or other proprietary District information without advance permission of the General Manager.
- When expressing your opinion or position, you must use your own name and Internet account, not the District name or Internet account. Your comments or posts must be yours alone and must not appear to be representative of or approved by our District.

Remember that you are responsible for your comments or posts on social media sites. You can be sued by the District, its personnel or by any third party if you post defamatory, proprietary, harassing, libelous, or pornographic comments.

If you want to use social media to promote our District's activities, products or initiatives, you must obtain advance approval of the General Manager.

You are not required to disclose your personal social media passwords or to grant management access to your private social media postings or the postings of any third parties. Your postings may be subject to disclosure by law or in the context of a workplace investigation. You should be aware that any content posted or published on the Internet is, by its very nature, subject to disclosure in any number of ways (including by third parties who have received or viewed your posts), and you do not have secure privacy rights with regard to your social media activity.

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal or state laws to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time. We will enforce this policy only to the extent necessary to

protect our trade secrets, enforce our policies and protect District personnel and customers.

3.5 ENDORSEMENT POLICY

We appreciate our employees' efforts to promote our services. However, the Federal Trade Commission ("FTC") has set specific guidelines for statements made by employees about any District service through social media, internet activity or other electronic publications or communications. The guidelines apply to you even when you are using your personal computer, telephones or other electronic equipment on your own time.

If you are posting information about our services on any internet site (such as Facebook, Twitter, blogs, chat rooms, or other media sources), you must state only your honest opinions, beliefs or experience. You must also conspicuously and clearly disclose your relationship to our District so that readers of the message know that you are affiliated with our District when they read your post or comment.

Under the FTC guidelines, we are required to monitor your Internet or other electronic endorsements of our services, and to take action if the FTC guidelines are violated. If you do not comply with these disclosure requirements, you are personally liable for any misleading or unsubstantiated statements made regarding our services.

3.6 USE OF COMMUNICATION DEVICES

3.6.1 Workplace Use

You may not forward business calls to or from a cell phone or other personal device unless you have prior approval from the General Manager. Employees will minimize use of and use discernment as to when to use personal devices while on duty, so not to create a distraction or reduction in productivity.

3.6.2 Camera Cell Phones/Audio and Video Recording

Unless specifically required by your job duties, to protect District/client security and employee/client privacy, you may never use camera cell phones to take pictures on District/client property without the prior written approval of the General Manager, except where permitted by law. Additionally, you may never use your cell phone or another device to engage in any form of audio or video recording on District/client premises/worksites without the prior written approval of the General Manager and the written consent of the individual to be recorded, except where permitted by law. Nothing in this policy is intended to interfere with the National Labor Relations Act or the California Labor Code.

3.6.3 District-Provided Devices

District-provided cell phones must be used only for business purposes and only when a less costly alternative does not exist. If you use a District-provided cell phone for personal use, you must reimburse us for the cost of the call(s) or data use.

3.7 DISTRICT INSPECTION

Although we provide certain storage areas in the workplace to you for your convenience and to help you to do your job, these areas remain our sole property at all times. Management can and will inspect all District property and its contents at any time we believe it to be necessary or appropriate. We also reserve the right to search any bags, purses, briefcases or other personal items that you bring onto District premises/worksite.

We are not responsible for loss, damage, theft or destruction of any articles that you place or leave in District storage areas. Do not bring anything into the workplace that you would not want to lose.

3.8 DISTRICT PROPERTY

We expect you to take good care of our District property and to use our District property only for authorized business purposes.

You may not take District supplies or property off District premises/worksite without prior approval of the General Manager. You must return all District property issued to you when your employment ends or upon our request.

3.9 TOOLS AND EQUIPMENT

We will provide and maintain tools or equipment and personal protective equipment for you if necessary for your job position, ie. SCBA mask, gloves, rain gear. We also have a purchase plan available to you if you wish to purchase, safety boots, meter reading sneakers, prescription safety glasses and other work-related equipment. Contact the General Manager for further details.

3.10 OFFICE HOUSEKEEPING

You must keep your immediate work area clean and orderly, and must contribute to maintaining a professional, clean and neat environment in our facility at all times.

The building is climate controlled. Contact the General Manager or Supervisor if adjustments are necessary. If you are the last one out of the office, turn out all lights and check that all equipment has been turned off or unplugged, as appropriate.

3.11 VISITORS

For liability and safety reasons, you may not bring visitors to our District without the prior approval of the General Manager. We will ask unauthorized persons and those without proper identification to leave the premises/worksite.

3.12 SOLICITATION

3.12.1 Solicitation by Employees

You may not solicit, collect money, sell products or services, or post or distribute materials on District property or during working hours without the advance approval of the General Manager. This rule is not intended to curtail your free speech rights; it is intended to prevent disruption and to avoid undue pressure upon employees to make financial contributions.

3.12.2 Solicitation by Third Parties

Any person who is not an employee of the District is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on District property at all times.

3.13 BULLETIN BOARDS

We post information on the bulletin boards regarding employee rights, working conditions and hours, safety, District policies, items of interest and other matters pertaining to your employment.

3.14 EMPLOYMENT REFERENCES

We will respond only to **legitimate** requests for information. We will provide only your dates of employment and positions held in response to requests for information about your employment with us. We will not provide salary history information to prospective employers. If you want any additional information released, you must give us written authorization to do so. Only the General Manager **or Assistant General Manager** may respond to requests for employment information.

3.15 PERSONNEL INFORMATION AND FILES

We keep your name, home address, telephone number and personal e-mail address so that you can be reached in an emergency. You must keep this information updated with the General Manager. Your contact information will not be released to anyone outside the District without your written permission or unless required by law. Your personnel records also contain information related to your performance and any grievance related to your performance.

Only you, a representative authorized in writing by you and authorized members of management have access to your personnel file. You or your representative

designated in writing by you may review the contents of your personnel file in the presence of the General Manager or that person's designee, but you may not remove, alter or mark any document in your file. You, or a representative authorized in writing by you, are also entitled to receive copies of any document in your personnel file, although you may be required to pay for the cost of such copies.

Requests to review your personnel file or to receive copies of your file must be made in writing to the General Manager. Within 30 days of receiving the written request, your personnel file will be made available for inspection at a time and place designated by the District. If you have requested copies of your file, those copies will be sent to you at the address you have designated within 30 days of receiving your written request.

3.16 PAYROLL INFORMATION

You may review your payroll records (including time records) in the presence of the General Manager or that person's designee within 21 days of making an oral or written request to the General Manager. You may also request copies of your payroll records, but you may be required to pay for the cost of such copies.

3.17 USE OF VEHICLES ON DISTRICT BUSINESS

3.17.1 Personal Automobiles

You may not drive your personal automobile on District business unless you have received prior written permission from the General Manager. You must provide us with a copy of a current valid California driver's license, proof of insurance for at least the California statutory minimums and a current DMV driving record report. These must be kept current during your employment.

We may revoke your right to drive your personal vehicle on District business for any reason, including when you have a revoked or suspended driver's license, a moving violation or accident, or any situation that makes you uninsurable or insurable only at higher-than-standard rates. If driving your personal vehicle for District business is necessary to perform your job duties and you lose your right to drive or we revoke your right to drive your personal vehicle on District business, you may be terminated.

We will reimburse you for your mileage at the prevailing rate per mile set by the Internal Revenue Service. To receive mileage reimbursement, you must log your mileage and submit an expense report to the General Manager.

We are not responsible for any damage, parking tickets, equipment violation citations or moving violations occurring while you are operating your personal vehicle on District business.

3.17.2 District Vehicles

You may be assigned a District vehicle to drive on District business. To facilitate faster response to emergencies and after-hours calls, employees may be

allowed to take the District vehicles home. These vehicles provide the means to respond directly to an incident without first diverting to the District yard to retrieve a vehicle and/or needed equipment.

Employees authorized to use District-owned vehicles must adhere to the following:

- Standby personnel may use District vehicles as needed to ensure a proper response time within 25 miles of District boundaries.
- Persons using District vehicles must have a valid driver's license.
- Employees shall exercise the highest degree of care in the operation, use and protection of District vehicles.
- Every driver of a District vehicle is responsible for reporting to the General Manager any repairs or maintenance that may be necessary to keep the vehicle in a safe and efficient operating condition.
- The driver of a District vehicle involved in an accident shall call the local law enforcement agency for an investigation and fill out an "Incident Report" or its equivalent; and immediately complete a drug and alcohol test (Substance Use & Abuse policy).
- Only authorized persons and District staff may occupy District vehicles.
- To the extent possible, vehicles will be stored off the street, with tools and equipment secured.
- General Manager authorization prior to District vehicle use during off-duty hours, while not on standby, is required. (Employee Standards of Conduct)

3.17.3 Use of Communication Devices While Driving

Using a cell phone or similar communications device while driving creates a safety hazard for the driver and the general public. If you are driving a District-owned or rental vehicle, or driving a personal vehicle on District business, you must use a hands-free device with your cell phone or similar communications device to make and receive telephone calls while driving.

If you are driving a District-owned or rental vehicle, or driving a personal vehicle on District business, you may not write, send or read text messages, emails or instant messages using any cell phone or other electronic wireless communications device while driving, unless you are using a device which allows hands-free or voice operation for text messages and you are using it in that manner.

If you are under the age of 18, you may not use your cell phone for any purpose while driving, even with a hands-free device.

In addition to disciplinary action, violations of this policy may result in personal liability as well as monetary fines imposed by California law enforcement authorities.

3.18 EMPLOYEE MEETINGS

When you are required by the District to attend a District meeting, you will be paid for your time spent in the meeting, including any overtime that may result. You may also be invited to attend certain District meetings which are not mandatory, and time spent in these optional meetings will not be compensated. If you are not required to attend a scheduled meeting, you may choose not to attend without fear of retaliation.

3.19 BREAK ROOM

We offer a “break room” with a coffee maker, refrigerator/freezer and microwave oven for your convenience and comfort. In the spirit of cooperation and mutual respect, please clean up after your use of the kitchen by doing the following:

- Throw away garbage when you are finished eating;
- Wipe the table off after you are finished eating;
- Clean the microwave oven after using it;
- Make a new pot of coffee if you take the last cup;
- Wash your utensils, plates and cups after using them; and
- Clean spills off the surface areas used.

Every Friday, anything perishable left in the refrigerator will be thrown away.

3.20 CONFLICTS OF INTEREST

We recognize your right to engage in lawful outside conduct during non-working hours away from our premises/worksites. However, a conflict of interest occurs when your private interests (or the private interests of your immediate family members) interfere with your job responsibilities. You must not place yourself or our District in a position of conflict. If your lawful off-duty activities create a conflict of interest or prevent you from successfully performing your job duties, we will ask you to choose between terminating the off-duty conduct and resigning from your position with us.

3.21 GIFTS

You may not give or accept cash or gifts, loans, expensive entertainment or anything else that might be expected to influence your conduct with our customers and clients or their families, business associates, vendors or other persons providing goods or services to us, or other employees or independent contractors of our District.

3.22 PUBLIC STATEMENTS AND THE MEDIA

We have designated the General Manager as the sole spokesperson to represent our District for public purposes. If the General Manager is not available, inquiries may be directed to the Board of Directors. You do not have the authority to make public statements to the media or other outsiders on behalf of our District without the prior approval of the General Manager. If you are contacted by a representative of the media (i.e., newspapers, magazines, radio, television, etc.), refer them to the General Manager.

3.23 BUSINESS EXPENSE REIMBURSEMENT

We will reimburse you for business expenses incurred while performing your job duties for the District. You may not incur business expenses without obtaining the prior written approval of your supervisor. To be reimbursed for business-related expenses, submit your receipts and proof of payment to the General Manager within 3 days of incurring the expense.

You will be reimbursed for your mileage at the prevailing IRS rate for business-related travel in your own vehicle, other than your initial commute to your first work location that day and your commute away from your last work location of the day at the end of your shift. You will also be paid for your time during a business-related commute, other than your initial commute to your first work location that day and your commute away from your last work location of the day at the end of your shift. You may be paid for a portion of your commuting time and/or mileage for your commute to and from work in exceptional circumstances where your temporary work location is farther away from your usual work location.

3.24 TRAVEL EXPENSE REIMBURSEMENT

We will reimburse you for travel expenses incurred while performing your job duties for the District. You may not incur travel expenses without obtaining the prior written approval of the General Manager.

Employees that are required to travel greater than a 60-mile radius for District business will be paid a Per-Diem equal to the current IRS/GSA rate (supported by receipts). The District will not reimburse for alcoholic beverages. Accommodations for lodging shall be approved by the General Manager and made in advance by the District.

If you are required to travel on behalf of the District, contact your supervisor for further information regarding your travel arrangements and reimbursement of expenses.

IV. HEALTH AND SAFETY

4.1 WORKERS' COMPENSATION

All employees are covered by our workers' compensation insurance, which covers occupational illnesses and injuries you suffer while performing your job duties on behalf of our District. You are eligible for this coverage at no cost to you upon your first day of employment. Workers' compensation insurance provides weekly disability payments as well as payment for medical and hospital expenses for injuries or illnesses arising out of your job.

Regardless of the nature or severity, you must report all injuries incurred while on the job to the General Manager as soon as possible under the circumstances. In case of serious injury, we may refer you to a physician or a hospital. You may not be eligible for benefits if your illness or injury is caused by your consumption of alcohol, marijuana or illegal drugs, or arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not a part of your work-related duties.

You may not file a knowingly false or fraudulent claim, and you may incur criminal penalties for doing so. It is a felony to make a knowingly false or fraudulent material statement or representation to obtain Workers' Compensation benefits or payments.

You are entitled to an unpaid leave of absence during your recovery from a workplace illness or injury. For more information regarding this leave, see the Workers' Compensation Leave of Absence policy in this handbook.

4.2 OFFICE HAZARDS

You must immediately report any office hazards you may observe to the General Manager. Office hazards may include sharp file cabinet edges, splintered desk edges or corners, broken chair casters, frayed electrical connections, loose flooring or ceiling tiles, or any other conditions likely to do bodily harm, damage clothing or constitute a fire hazard.

You may not wear headsets or earphones while on duty, except headsets designed for use while on a District telephone. You may play radios or other noise-making devices only with the prior approval of the General Manager.

4.3 HAZARD COMMUNICATION

Our District uses or stores certain chemicals or cleaning agents in some of its operations. You should receive training and be familiar with the handling, use, storage and control measures relating to these substances if you will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspection. You must follow all labeling requirements.

We have designated the General Manager as the person with whom you should consult prior to purchasing chemicals for the District or bringing them on to our premises/worksites. If you have any questions, ask the General Manager.

4.4 INJURY AND ILLNESS PREVENTION

We have an Injury and Illness Prevention Program (“IIPP”), which is separately issued to all employees. Every employee is responsible for observing safety rules and maintaining safe working conditions. We provide the best facilities and safest conditions possible, but being alert and using good common sense is essential in preventing accidents.

4.5 COMMUNICABLE DISEASE CONTROLS

The District is dedicated to doing its part to protect the health and safety of applicants, employees, interns, customers, vendors and others associated with our business. As part of this commitment, the District at times must make difficult decisions involving persons who have been, or who are believed to have a communicable disease. Communicable diseases include sicknesses like, Coronavirus (COVID-19), influenza, measles, Severe Acute Respiratory Syndrome (SARS), tuberculosis, or others identified by the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO) or similar government agencies or civil authorities. Because safety and health can be severely compromised if an employee contracts a communicable disease and then has any contact with co-workers, interns, customers, vendors or others associated with our business, the District takes communicable disease situations very seriously in all cases.

When facing a communicable disease situation becomes necessary, the District is also committed to engaging in an interactive process with the affected person and medical professionals to ensure that all decisions are made based on current and well-informed medical judgments; while taking into account important considerations like, the risks of transmitting the illness to others, the symptoms or special circumstances of an individual situation. Please rest assured that we will not discriminate against any job applicant or employee based on the individual having a communicable disease.

If you have a communicable disease, or you develop symptoms that you believe may be related to a communicable disease, please immediately notify the General Manager so that we can appropriately address the situation with you confidentially. The District will comply with all laws and regulations, and we will follow the best practices outlined by the CDC, the WHO and civil authorities, as well as make every reasonable effort to protect the privacy of any persons who have a communicable disease.

Depending on the circumstances, and in accordance with applicable law, the District reserves the right to exclude a person with a communicable disease from the workplace, based on a medical determination, that such restriction is necessary to either protect the person with the communicable disease, or the health and safety of other employees or our customers. We may also require a fitness for duty examination where

medically necessary or allowed by law. As well, we reserve the right to require a medical certification from a medical provider indicating that the person is no longer contagious, before that person will be allowed to return to the workplace. Other legally appropriate actions may also be taken in order to prevent any direct threat to the health and safety of any person in this regard.

4.6 FIRST AID

Report any injury requiring first aid or medical treatment to the General Manager. First aid supplies are available for emergency treatment of minor injuries, but employees suffering major physical disorders or illness on District premises/worksites will be taken to the nearest available emergency treatment facility. Permission is required from the General Manager or that person's designee for any employee who leaves the premises/worksites as a result of an occupational illness or injury. In case of emergency, dial 911 immediately.

4.7 INCLEMENT WEATHER AND NATURAL DISASTERS

We make every effort to remain open during most periods of inclement weather. In extraordinary circumstances of severe inclement weather, or in the event of a natural disaster such as a pandemic, earthquake, fire, or an explosion, the District may be closed if our facilities are damaged, the highways or roads leading to the District are damaged or closed, or the civic authorities require closure. If this occurs, the District will make every effort to communicate with you in a timely manner regarding the closure. You may also reach out to your supervisor for instructions and information. As well, you are encouraged to monitor radio and television broadcasts regarding the inclement weather or disaster to monitor the situation. Pay issues will be evaluated on a case-by-case basis depending on the circumstances and in compliance with applicable law.

If the inclement weather or a natural disaster prevents you from safely traveling to or from work, contact your supervisor as soon as possible under the circumstances for instructions. For further information about what to do in emergency situations, please refer to the District's IIPP, or our general emergency procedure information, which can be obtained from the General Manager.

4.8 SMOKING/USE OF TOBACCO

We do not permit smoking (including e-cigarettes or vaporizers) or the use of tobacco anywhere inside the facility, in District vehicles or within 25 feet of any entrance to the building. If you are visiting off-site customer locations, you must observe the no smoking/no tobacco rules there. If you are smoking or using tobacco during rest breaks, you must not smell of smoke or tobacco when you return to the workplace. You may not chew or spit tobacco on District premises/worksites or in District vehicles. You may not discard cigarettes, tobacco or related materials on District premises/worksites, except in designated receptacles.

4.9 SUBSTANCE USE AND ABUSE POLICY

We are committed to maintaining a safe, efficient and productive work environment. We also want all employees to perform their duties safely and efficiently, in a manner that protects their interests and those of their co-workers. We recognize that the use of alcohol, marijuana or unlawful drugs, as well as being under the influence of certain legal or prescription drugs, can be extremely disruptive and harmful to the workplace. It can adversely affect the quality of work and employee performance, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity. For these reasons, we have a strict policy against the use or possession of drugs, marijuana or alcohol in the workplace. Every employee must comply with this policy at all times.

Illegal drugs, inhalants, and prescription, as well as over-the-counter drugs, fall into the “substances” category. The District also places restrictions on alcohol and marijuana consumption. Possession or use of marijuana remains unlawful under federal law.

While working, the employee must not:

- Possess, use or be under the influence of alcohol, marijuana, illicit inhalants or drugs.
- Employees may not report for work, begin work, or remain on duty or on-call status while under the influence of or impaired by any illegal drug, marijuana or alcohol, or be sufficiently impaired by any legal or prescription drug that would or could create a danger in the workplace, or inhibit the employee’s ability to perform the job in any way. Being “under the influence” of alcohol, marijuana or any other drug means that a drug or alcohol test would detect the presence of the drug or alcohol in the body.
- The employee may consume alcohol in moderation while in approved business meetings or social gatherings. Employees who use alcohol at MOWD events or on MOWD premises must appropriately limit their intake so as to avoid any unprofessional or prohibited conduct and to ensure the utmost safety and professional behavior. Employees who consume alcohol at a MOWD event or on MOWD premises should not drive a vehicle to any location after the event if their consumption would cause them to be impaired in any way, and should instead arrange for a designated driver or driver service before leaving the MOWD event or premises. Provision of alcohol or permission to consume alcohol at a company event does not excuse, nor does MOWD condone, any violation of MOWD policy or applicable law.
- Sell, buy, transfer or distribute drugs, marijuana, or drug paraphernalia.
- Use prescription drugs that affect motor skills or impair judgment (e.g. medical marijuana) while working or being on company premises.

- Although California has legalized marijuana for medicinal and recreational purposes, MOWD is not required to allow the medicinal or recreational use of marijuana in the workplace. Using or being under the influence of marijuana is strictly prohibited while on work time and may result in discipline, up to and including discharge. A California Medical Marijuana Identification Card is not sufficient to overcome these prohibitions. If the employee has a medical issue for which the employee's doctor want to prescribe marijuana, the employee may bring this to the District's attention and the District will work with the employee to consider any available leave of absence or allow the employee to find another treatment method that does not cause the employee to be under the influence of marijuana while working for MOWD. The District will not accommodate an employee who already violated this policy and is now subject to disciplinary action.

To prevent accidents and productivity losses, we implemented drug, marijuana, and alcohol tests for employees/candidates when:

1. The District has made a formal job offer to the final candidate or when the District is about to promote a current employee.
2. Whenever the District has a reasonable suspicion that the employee is under the influence of marijuana, drugs or alcohol during work time (for example, when the employee exhibits slurred speech, erratic behavior, loss of balance and coordination or similar conduct or appearance).
3. If the employee is involved in an accident that causes damage to property or injury to persons and there is a reasonable possibility that the employee's use of marijuana, drugs and/or alcohol was a contributing factor.
4. The District will test employees randomly (MOWD reserves the right to exercise this practice at any time subject to applicable law).

Refusing to be tested, interfering with the validity of the testing process and testing positive will be considered violations of this policy.

Especially if the employee is doing a safety-sensitive job (e.g. machine operator), the District reserves the right to withdraw the District's job offer, alter the employee's job duties or send the employee home for the day if the employee is under the influence of alcohol, drugs (e.g. muscle relaxants) or marijuana. The District may also terminate the employee if the employee's actions create safety risks. The District will determine the best disciplinary action on a case-by-case basis.

Depending on the law, the employee may still clear a random drug test if the employee test positive for prescription drugs (e.g. medical marijuana). If the employee's job is safety-sensitive though, the employee must show that the employee can perform the employee's duties without problems. The employee's supervisor will be responsible for spotting and reporting any impairment resulting from drug use.

Disciplinary consequences: MOWD will invoke disciplinary action up to termination when an employee:

- Tests positive for illicit drugs (e.g. cocaine);
- Sells, or attempts to sell, any drugs, illicit or otherwise;
- Uses any kind of illicit drug on company premises;
- Refuses to take company mandated drug test.

The General Manager will decide on the appropriate disciplinary action depending on the circumstances.

4.10 VIDEO SURVEILLANCE

Video cameras have been placed in strategic areas so that we can discover any security problems. District Office, outside storage, well facilities and other District areas are being monitored. Private offices and bathrooms will not be monitored.

4.11 WORKPLACE VIOLENCE

We have a zero-tolerance policy for workplace violence. Acts or threats of violence, including intimidation, harassment and/or coercion that involve or affect District personnel or that occur on District property will not be tolerated and may result in legal action.

“Acts or threats of violence” include conduct that creates a hostile, abusive or intimidating work environment for District personnel. It also includes acts or threats of violence occurring on District premises/worksites between any individuals, involving any person acting on behalf of the District in any location, or which impacts the District’s legitimate interests.

Our prohibition against threats and acts of violence applies to all persons involved in our operations, including employees, independent contractors, contract and temporary workers, customers and anyone else on our property or interacting with our District. An employee who exhibits violent behavior may be subject to criminal prosecution and shall be subject to disciplinary action up to and including termination. Violent threats or actions by a non-employee may result in criminal prosecution.

Report any threats or acts of violence to management immediately. State, federal or other laws may impose additional reporting obligations. In emergency situations dial 911. The District will investigate all complaints filed and will also investigate any violation of this policy of which District management are made aware. Retaliation against a person who makes a good faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

4.11.1 Definitions:

- Workplace Violence: Behavior in which an employee, former employee or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the workplace.
- Threat: The implication or expression of intent to inflict physical harm, loud or angry arguing, violent reactions or other actions that a reasonable person would interpret as a threat to physical safety or property.
- District premises or District facilities means all property of the District including, but not limited to the office, facilities, and surrounding areas on District-owned or leased property, parking lots, and storage areas. The terms also include District-owned or leased vehicles and equipment wherever located, such as at wells, pump stations, tank sites or construction sites.
- Intimidation: Making others afraid or fearful through threatening behavior or communications.
- Zero-tolerance: A standard that establishes that any behavior, implied or actual, that violates the policy will not be tolerated.
- Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court orders may be issued in matters involving in matters involving domestic violence, stalking or harassment, among other types of protective orders, including Temporary Restraining Orders.

4.11.2 Prohibited Behavior:

- Violence in the workplace may include, but is not limited to the following list of prohibited behaviors directed at or by a co-worker, supervisor or member of the public:
 - Direct threats or physical intimidation.
 - Implications or suggestions of violence.
 - Stalking, including following to and from work.
 - Possession of weapons of any kind on District premises, including parking lots, other exterior premises or while engaged in activities for District in other locations, or at District sponsored events.
 - Assault of any form.
 - Physical restraint or confinement.
 - Dangerous or threatening horseplay.
 - Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment.
 - Blatant or intentional disregard for the safety or well-being of others.
 - Commission of a violent felony or misdemeanor on District premises.
 - Any other act that a reasonable person would perceive as constituting a threat of violence.
- Domestic violence, while often originating in the home, can significantly impact workplace safety and the productivity of victims as well as co-workers. For the purposes of this policy, “domestic violence” is defined as abuse committed against an adult or fully emancipated minor. Abuse is the

intentional or reckless attempt to cause bodily injury, sexual assault, threatening behavior, harassment, or stalking, or making annoying phone calls to a person who is in any of the following relationships:

- Spouse or former spouse;
- Domestic partner or former domestic partner;
- Cohabitant or former cohabitant and or other household members;
- A person with whom the victim is having, or has had, a dating or engagement relationship;
- A person with whom the victim has a child.

The District recognizes that domestic violence may occur in relationships regardless of the marital status, age, race, or sexual orientation of the parties.

4.11.3 Reporting Acts or Threats of Violence

- An employee who:
 - Is the victim of violence, or
 - Believes they have been threatened with violence, or
 - Witnesses an act or threat of violence towards anyone else shall take the following steps:
 - If an emergency exists and the situation is one of immediate danger, the employee shall contact the Police Department by dialing 911, or push the emergency button located underneath the front counter and may take whatever emergency steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area.
 - If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or manager as soon as possible and complete a written description of the event.

4.11.4 Procedures for Future Violence

- Employees who have reason to believe they, or others, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the District, shall inform their supervisor by immediately providing a written description, so appropriate action may be taken. The supervisor shall inform the General Manager and the local law enforcement officials.
- Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately supply a copy of the signed order to their supervisor. The supervisor shall provide copies to the General Manager and to the Police Department.

4.11.5 Incident Investigation

- Acts of violence or threats will be investigated immediately in order to protect employees from danger, unnecessary anxiety concerning their welfare, and the loss of productivity. The General Manager will initiate an

investigation into potential violations of work rules/policies. Simultaneously, the General Manager will refer the matter to local police for their review of potential violation of civil and/or criminal law.

- Procedures for investigating incidents of workplace violence include:
 - Visiting the scene of an incident as soon as possible.
 - Interviewing injured and threatened employees and witnesses.
 - Examining the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator.
 - Determining the cause of the incident.
 - Taking mitigating action to prevent the incident from recurring.
 - Recording the findings and mitigating actions taken.
- 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 the investigation but 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 who reports workplace violence.

4.11.6 Mitigating Measures: Incidents which threaten the security of employees shall be mitigated as soon as possible following their discovery. Mitigating actions include:

- Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances, exits and service areas.
- Secure your desk or office at the end of the day, including cash and checks.
- Secure tools and equipment on District vehicles.
- Do not leave valuables and/or personal items around your workstation when you are away from your area for an extended period of time.
- Security cameras are located in key areas, check periodically for operational effectiveness.
- Report any non-operational lighting on District premises.
- Notification of law enforcement authorities when a potential criminal act has occurred.
- Provision of emergency medical care in the event of any violent act upon an employee.
- Post-event trauma counseling for those employees desiring such assistance.
- Assurance that incidents are handled in accordance with this policy.
- Requesting District Counsel file a restraining order as appropriate.

4.11.7 Training:

- Training and instruction shall be provided as follows:
 - To all current employees when the policy is first implemented. Employees will be required to sign a written acknowledgment that the policy has been received and read.

- To all newly hired employees, supervisors and managers, or employees given new job assignments for which specific workplace security training for that job assignment has not previously been provided. Employees will be required to sign a written acknowledgment that the policy has been received and read.
- To affected employees whenever management is made aware of a new or previously unrecognized hazard.
- Workplace security training and instruction includes, but is not limited to, the following:
 - Preventative measures to reduce the threat of workplace violence, including procedures for reporting workplace security hazards.
 - Methods to diffuse hostile or threatening situations.
 - Escape routes.
 - Explanation of this Workplace Violence Prevention Policy.

In addition, specific instructions will be provided to all employees regarding workplace security hazards unique to their job assignment. Management will track all reported incidents of workplace violence, as well as perform periodic hazard assessments.

4.12 WEAPONS

You are absolutely prohibited from using, possessing, selling or purchasing weapons or dangerous materials at any time on District premises/worksite (including in your vehicle parked on District property or in a bag, briefcase or purse you bring into the District), during work hours, or while representing the District or conducting District business anywhere. In addition to disciplinary action, doing so may subject you to additional legal action.

If you observe that any person is in possession of a weapon or dangerous material on District property or during District activities, report it to management immediately. In emergency situations dial 911.

4.13 SUITABLE SEATING

We will provide you with access to suitable seating if the nature of your work reasonably permits the use of seats. If the nature of your work requires standing, we will provide an adequate number of suitable seats within a reasonable proximity to your work area. These seats are provided for your use when it does not interfere with the performance of your job duties.

V. PERFORMANCE AND CONDUCT

5.1 DRESS CODE

We expect you to report to work in clothing that is suitable to your position and your working environment. Clothing should be neat, clean, in good taste and should not constitute a safety hazard. In general, you are expected to use good judgment and to groom yourself in accordance with accepted industry standards.

- Employees are expected to dress in **[casual, business casual, smart casual, business]** attire unless the day's tasks require otherwise.
- Employees must always present a clean, professional appearance. Everyone is expected to be well-groomed and wear clean clothing, free of holes, tears, or other signs of wear.
- Clothing with offensive or inappropriate designs or stamps will not be allowed.
- Clothing should not be too revealing.
- Field staff shall wear District issued attire, solid blue jeans and appropriate footwear (safety boots or meter reading sneakers).

Managers or supervisor are expected to inform employees when they are violating the dress code. To assure a safe and appropriate working environment, we will actively monitor these dress standards. If you do not comply with these requirements, we may ask you to leave work and return in proper attire, and you will not be paid for this time. We reserve sole discretion at all times to determine whether your attire is appropriate for the workplace.

Nothing in this policy is intended to interfere with your religious dress or grooming practices, protective hairstyles, or any dress or grooming practices related to your sex, gender, gender identity or gender expression. If these requirements impact your religious dress or grooming practices, protective hairstyles, or any dress or grooming practices related to your sex, gender, gender identity or gender expression, or if you require alternative dress or grooming practices related to a disability, please see the General Manager to discuss a reasonable accommodation.

5.2 FRAGRANCES & SCENTED PRODUCTS

To protect employees and clients with allergies or scent sensitivities, we ask that you minimize wearing or using discernible perfume, cologne, essential oils, scented hair products or other scented products.

5.3 RULES OF CONDUCT

It is important to us that all employees maintain proper standards of conduct and observe certain rules to ensure the orderly and efficient operation of our District. Complying with District rules does not guarantee continuing employment, because all

employees are employed at will. However, employees who do not comply with District policies, rules and directives will be disciplined or terminated.

It would be impossible to list all possible infractions that may lead to discipline, and we will discipline or terminate employees for any reason we deem necessary and appropriate. Some examples of misconduct warranting disciplinary action or termination include:

1. Sexual or other harassment, bullying, retaliation or discrimination of any kind, against another employee or anyone else affiliated with the District such as customers and vendors.
2. Theft, misappropriation, or unauthorized possession, removal or use of property, equipment, materials, documents or records belonging to the District, a District customer or another employee.
3. Damaging property or materials belonging to the District, a District customer or another employee.
4. Violating security, safety or fire prevention rules or regulations.
5. Engaging in any conduct that creates a safety hazard, or creating or contributing to unsanitary conditions by poor housekeeping.
6. Smoking or vaping in unauthorized areas or smelling of smoke or tobacco in the workplace or while representing the District.
7. Unauthorized possession of a weapon or other dangerous materials on District premises/worksite or while representing the District.
8. Gambling or loan sharking on District premises/worksite or by using District resources.
9. Using or possessing alcoholic beverages, marijuana, or illegal narcotics or drugs on District premises/worksite, in District vehicles or in vehicles being driven on District business or while representing the District, or reporting to work under the influence of intoxicants or drugs (whether unlawful or not) that interfere with job performance, or misusing prescription or other lawful drugs.
10. Misuse, falsification or alteration of any employment or District reports or records, such as job applications, medical or employment history, personnel records, pay records, time records, customer or vendor documents, absence or illness reports, accident reports or injury claims.
11. Insubordination or refusal to follow management instructions, or refusal or unwillingness to accept a job assignment or to perform job requirements.
12. Failure to observe scheduled work hours, failure to provide proper notice of absence, failure to report to work when scheduled, unauthorized or excessive absences, excessive tardiness, abuse of leave benefits.
13. Leaving District premises/worksite without permission during regularly-scheduled work hours, unauthorized absence from your assigned work area

during regularly-scheduled work hours, or leaving the premises/worksite without recording your departure on your time records.

14. Working unauthorized overtime, working off the clock or being on District premises/worksite when you are not scheduled to work.
15. Sleeping, loitering, wasting time or interfering with the work of others during regular work hours.
16. Engaging in personal calls, text messaging, instant messaging, social media activity or other non-work activities during work hours, or taking excessive break time to do so.
17. Gossiping, bullying others, defaming other personnel or our District, disrespectful or rude treatment of others.
18. Rude, discourteous or unprofessional behavior, creating a disturbance on District premises/worksite or creating discord with customers, fellow employees or other District representatives, use of profanity or abusive language, striking or hitting another employee.
19. Unlawful conduct impacting our District in any manner, whether committed on or off the job.
20. Conduct on or off District premises/worksite which adversely affects the District's services, property, reputation or goodwill in the community, or interferes with job performance.
21. Obtaining confidential information pertaining to the District or to the customers, employees or other representatives of the District without authorization to do so.
22. Divulging confidential or proprietary information or trade secrets to any person or entity except in the course of performing duties as an employee of the District and with the District's consent.
23. Failure to report an injury, illness or accident (including a workers' compensation injury or illness), failure to report harassment or failure to report unsafe conditions in the workplace.
24. Taking or giving bribes or gifts of any nature as an inducement to obtain special treatment, to provide confidential information or to obtain a position or benefit.
25. Entering or leaving District premises/worksite or removing any District information or materials at any time without authorization.
26. Refusal to execute District documents or participate in District investigations required as a condition of employment.
27. Any violation of these policies, or of any rule, practice, procedure, policy or management directive set or stated by the District at any time.

5.4 DISCIPLINE

Our intent is to implement discipline as a corrective action and as an instrument for improvement, rather than as punishment, whenever possible. We administer disciplinary action as we deem necessary in each individual case, based upon the circumstances at hand.

Disciplinary action may include verbal counseling or warning, written counseling or warning, probation, performance improvement periods, demotion, administrative leave, suspension or termination. These disciplinary methods may be used at any time, in any order, and we may skip or repeat various forms of discipline in our sole discretion. This policy is not a promise or guarantee that a specific course of discipline will be administered in any case or in every case, or that any lesser form of discipline will be implemented prior to termination.

Our use of any particular form of discipline or decision whether or not to impose discipline in any particular case does not change your at-will employment relationship with the District.

5.5 GRIEVANCE POLICY

- A. This policy shall apply to all regular employees in all classifications.
- B. The purpose of this policy is to provide a procedure by which employees may formally claim that they have been affected by a violation, misapplication, or misinterpretation of law, District policy, rule, regulation, or instruction.
- C. Specifically excluded from the Grievance and Complaint Procedure: subjects involving the amendment of State or Federal law, resolutions adopted by the District's Board of Directors, ordinances, and claims or complaints of alleged discrimination or harassment. Claims of discrimination or harassment must be filed through the District's Discrimination & Harassment Policy Process.

Grievance and Complaint steps:

Level I:

Preliminary Informal Resolution: Any employees who believes they have a grievance or complaint shall present the evidence thereof orally to the General Manager within five (5) working days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance or complaint. The General Manager shall hold discussions and attempt to resolve the matter within ten (10) working days after the discussions. It is the intent of this informal meeting that at least one (1) personal conference be held between the employee and the General Manager. If the grievance or complaint is against the General Manager, the employee may skip Level I and advance to Level II, provided the employee complies with all applicable time limits and other requirements for Level I.

Level II:

General Manager Formal Resolution: If the grievance or complaint has not been resolved at Level I, or Level I is skipped, the employee may present the grievance or complaint in writing on a form provided by the District to the General Manager within ten (10) working days after the occurrence of the act or omission giving rise to the grievance or complaint, or five (5) working days after informal discussions held between the employee and the General Manager about the grievance or complaint.

2.a. The statement shall include the following:

2.a.1 A concise statement of the grievance or complaint including specific reference to any law, policy, rule, regulation, and/or instruction deemed to be violated, misapplied or misinterpreted;

2.a.2 The circumstances involved;

2.a.3 The decision rendered by the General Manager at level I (if any);

2.a.4 The dates when:

(i) the grievance or complaint was first discussed with the General Manager, (ii) the Level I response was issued, and

(iii) the employee submitted the grievance or complaint to Level II;

2.a.5 Stated specific remedy sought;

2.b. The General Manager shall communicate the decision within ten (10) working days after receiving the grievance or complaint. Decisions will be in writing setting forth the decision and thereasons therefore and will be transmitted promptly to all parties involved. If the General Manager does not respond within the time limits, the employee may appeal to the next level. Time limits for appeal shall begin on the day following receipt of the General Manager's written decision. Within the above time limits, either party may request a personal conference with the other.

Level III:

Board of Directors Executive Committee: In the event the employee is not satisfied with the decision at Level II, the employee may appeal the decision in writing (on a form provided herein) to the District Board of Directors' standing Executive Committee within five (5) working days of receiving the Level II decision from the General Manager. The statement shall include a copy of the original grievance form, a copy of the written decision by the General Manager and, a clear, concise statement of the reasons for the appeal to Level III.

3. (a) The Board's Standing Executive Committee shall, as soon as feasible, schedule a hearing in closed session to formally receive the written grievance or complaint and the answers thereto at each step, and to hear evidence regarding the

issue(s). The Committee's decision shall be announced in open session immediately after the closed session in which it was made.

4. Basic Rules:

4.(a) If an employee does not present the grievance or complaint, or does not appeal the decision rendered regarding the grievance or complaint within the time limits specified above, the grievance or complaint shall be considered resolved.

4.(b) By mutual agreement in writing, the parties may extend any and all-time limitations specified above.

4.(c) The General Manager may temporarily suspend grievance or complaint processing on a District-wide basis in an emergency situation. Employees covered by this policy may appeal this decision to the Board of Directors Executive Committee.

4.(d) A copy of all formal grievance or complaint decisions shall be placed in the employee's permanent personnel file.

5. Expungement of Written Reprimands:

A written reprimand may be expunged upon sustained corrective behavior, as determined by the General Manager, after a period of three (3) years from the date of the reprimand. It is the responsibility of employees to request that their personnel file be purged of the written reprimand.

A. The General Manager will consider the following factors in making a decision to expunge a written reprimand:

1. Whether the employee received further discipline of any kind;
2. Employee's performance evaluation reviews are a least satisfactory in all categories;
3. Only one (1) expungement can occur during their employment with the District.

5.6 EMPLOYEE SUGGESTIONS

Background:

We have talented and committed employees. Our employees are the foundation of our ability to deliver our services and we believe our employees have ideas for streamlining how we work which will result in reducing expenditures and /or increasing revenue. We want to encourage our employees to come forward with their ideas so that we can continuously improve our productivity and effectiveness. This employee suggestion program is one vehicle for soliciting ideas for improvement.

Program Purpose:

Identify organizational and operational improvements that would save money, increase revenue and /or improve safety.

Guidelines:

The District’s Board and management staff encourage all employees to participate in this program.

All suggestions will be evaluated and a response will be given to the employee(s) who submitted an idea(s). An initial acknowledgment of the suggestion received will be given to the employee(s) within two weeks of submitting the suggestion.

Ideas may be submitted by an individual or team of employees. All suggestions must be signed so that the employee(s) offering the suggestions may be contacted as part of the evaluation process.

Suggestions shall be:

- Practical - ones that can be implemented with current resources;
- Specific - about what the improvement would be if the change were made and in describing the specific change that is recommended;
- Timely - pertaining to current or planned operations and policies.

Suggestions shall not:

- Be for changes within the employee’s authority or responsibility to implement - we expect individuals to act within their authority to continuously improve operations, in consultation with their superiors
- Be concerning personal grievances or complaints; policies or procedures concerning grievances or complaints should be taken up with the employee’s supervisor or Board President via the District’s Grievance or Complaint Process.

Recognition:

The District will recognize employees for the suggestions that are implemented; some methods are:

- a. Press releases, if there is a significant community benefit or large cost savings;
- b. District Board recognition of the employee(s) at a Board meeting;
- c. Annual employee dinner or another recognition event;

d. Monetary Award determined by the Board of Directors as suggested by the General Manager.

VI. CONCLUSION

In this employee handbook, we have given you an outline of our major policies, procedures and benefits. If you have questions about the material covered in this handbook or about anything concerning your employment with us, please discuss these questions with your supervisor or the General Manager. Again, welcome to our District. We look forward to working with you!

DRAFT

MEINERS OAKS WATER DISTRICT
EMPLOYEE ACKNOWLEDGMENTS
[EMPLOYEE COPY]

Handbook Acknowledgment. I, _____, acknowledge that I have received and read a copy of the employee handbook. I agree to follow the guidelines and policies contained in the Handbook or as directed by the District. I further understand that the District has the right to revise the policies and procedures in the handbook at any time. I understand that no statements, representations or actions of any employee or principal of the District will modify these policies and procedures unless I receive specific written notice of modification.

Initials: _____

At-Will Acknowledgment. I understand that the handbook is not a contract for or a guarantee of continuing employment. I understand that, unless I am advised in writing otherwise, I am an at-will employee of the District. This means that my employment is for no definite period and my terms and conditions of employment may be changed at any time, with or without cause. It also means that I may leave my employment at any time and the District may terminate my employment at any time, with or without cause, and without any prior notice. I acknowledge that this constitutes the entire agreement between me and the District regarding my at-will employment status, and that it supersedes any prior written, oral or implied agreements on this subject. I also acknowledge that this at-will relationship cannot be modified or changed during my employment except by specific written agreement between me and the District, signed by the General Manager and the President of the Board of Directors.

Initials: _____

Discrimination, Harassment, Bullying and Retaliation Acknowledgment. I understand and acknowledge that the District forbids discrimination, harassment, bullying and retaliation. I have reviewed and understand the Equal Employment Policy, the Policy Against Harassment, the Gossip, Bullying, Abusive Conduct or Communications Policy and the policy on Reporting Harassment, Discrimination, Retaliation or Bullying to the District, contained in this Handbook. I agree to abide by those policies and to immediately report any incident of discrimination, harassment, bullying or retaliation against me or any other person working for or related in any way to the District.

Initials: _____

Duty-Free and Uninterrupted Meal and Rest Period Acknowledgment. I understand and acknowledge that the District provides me with the opportunity to take duty-free and uninterrupted meal and rest periods. I have reviewed and understand the Duty-Free and Uninterrupted Meal Period and Rest Period policies contained in this Handbook. I also agree to abide by those policies. I agree that if I am unable to take a

desired duty-free and uninterrupted meal or rest period in a timely manner for any reason, I will let the District know immediately so that the District can work with me to ensure that my duty-free and uninterrupted meal periods and/or rest periods are always available to me. I understand that I may raise any concerns about my ability to take my duty-free and uninterrupted meal and/or rest periods at any time without fear of retaliation. I understand that it is the District's intent that I be able to take all of my designated meal and rest periods, duty-free and uninterrupted, each day of work.

Initials: _____

Communications Acknowledgment. I understand and acknowledge the District's policies on Communications Systems, Social Media, Endorsements and Use of Communication Devices contained in this Handbook. I understand that all electronic and media communications equipment provided to me by the District or used by me to perform my job duties remain the sole property of the District. I further understand and acknowledge that I have no right of privacy in the work product, data, messages or communications sent to or from me in the course of my work for the District or related in any way to the District. I understand that the District may review my sent and received e-mail, voicemail, text messages, internet activity and any other use of electronic storage, media, or communications by me at any time.

Initials: _____

NLRA Acknowledgment. I understand and acknowledge that the District's policies are not intended to interfere with my rights protected by Section 7 of the National Labor Relations Act or other federal or state laws to engage in concerted protected activity or to discuss the terms of my employment or working conditions with or on behalf of my co-workers, or to bring such issues to the attention of management at any time.

Initials: _____

Date: _____

(Print Employee Name)

(Sign Employee Name)

RETAIN THIS PAGE IN YOUR HANDBOOK.

MEINERS OAKS WATER DISTRICT
EMPLOYEE ACKNOWLEDGMENTS
[EMPLOYER COPY]

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Initials: _____

Date: _____

(Print Employee Name)

(Sign Employee Name)

DETACH AND GIVE THIS TO THE GENERAL MANAGER AFTER YOU HAVE SIGNED AND DATED IT.

MEINERS OAKS WATER DISTRICT
CONFIDENTIAL INFORMATION AGREEMENT
[EMPLOYEE COPY]

I, _____, as a condition of my continued at-will employment with Meiners Oaks Water District (the "District") agree that:

1. In the course of my employment, I will have access to information regarding the District's business that is confidential and proprietary. Proprietary information includes all trade secrets and non-public information related to (i) the business, present or future, of the District; (ii) the research, inventions, products and services of the District; (iii) the customers of the District; and (iv) the employees, operations and capabilities of the District. For example, proprietary information may include, but is not limited to: procedures, data files, computer programs, systems design, manuals, research, techniques, customer lists, marketing data, business plans, and ~~product development strategies.~~

2. During my employment with the District I may use or disclose proprietary information only to the extent necessary to perform my duties. Any disclosure of such information outside the District as is necessary to the performance of my duties shall be made only with the prior written consent of the General Manager. I acknowledge and agree that unauthorized use or disclosure of this confidential and proprietary information may result in my immediate discharge.

3. After the voluntary or involuntary termination of my employment, I will not use or disclose the District's trade secrets for any purpose, including but not limited to: (a) obtaining business from the customers or clients of the District; (b) inducing or attempting to induce any employees of the District to leave their employment; (c) assisting others to obtain business from the District's customers or recruit the District's employees; or (d) engaging in any other activity that harms the interest of the District.

4. As a result of my prior employment, I may be in possession of information that my prior employer considers to be confidential. If I use any trade secrets of my prior employer in order to benefit the District, I may expose myself and the District to legal liability. Therefore, I will not use or disclose any such information in connection with my employment with the District. I will not bring to the District or copy to any of the District's computer devices any documents containing such information.

5. I acknowledge that (i) in the event my employment with the District terminates for any reason, I will be able to earn a livelihood without violating the foregoing restrictions, and (ii) my ability to earn a livelihood without violating these restrictions is a material condition to my employment with the District.

6. I acknowledge that my compliance with this agreement is necessary to protect the business and goodwill of the District and that the District will pursue legal action against me to remedy any damages caused by my breach of this Agreement.

7. If any portion of this Agreement is held to be void or unenforceable, the remainder of the Agreement shall remain in effect. This Agreement shall apply to the District as well as to its successors, assigns, parent or subsidiary companies or other related persons. No alteration or modification to any of the provisions of this Agreement will be valid unless made in writing and signed by me and the District.

8. This Agreement shall be subject to and governed by the laws of the State of California. In any legal action between me and the District to enforce any provision of this Agreement, the prevailing party shall recover its attorneys' fees.

9. This Agreement constitutes the complete understanding between me and the District regarding the matters addressed, and all prior representations or agreements regarding confidential information and unfair competition are superseded by this Agreement.

10. Nothing in this agreement alters my at-will employment relationship with the District.

11. Notwithstanding anything else in this agreement to the contrary, I understand that I will not be liable for: disclosing trade secrets in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or disclosing trade secrets in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Date: _____
_____ (Print Employee Name)

(Sign Employee Name)

RETAIN THIS COPY FOR YOUR RECORDS.

MEINERS OAKS WATER DISTRICT
CONFIDENTIAL INFORMATION AGREEMENT
[EMPLOYER COPY]

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Date: _____
_____ (Print Employee Name)

(Sign Employee Name)

DETACH AND GIVE THIS TO THE GENERAL MANAGER AFTER YOU HAVE SIGNED AND DATED IT.



Illness & Injury Prevention Program (IIPP)

Purpose

To provide safe and healthy working conditions for all employees.

General Policy

It shall be the policy of the Meiners Oaks Water District (MOWD) that every employee is entitled to a safe and healthy place in which to work. Every reasonable effort will be made in the interest of accident prevention, fire protection, and health preservation.

Objective

Zero work-related injuries.

Provisions

A. Responsibilities

- a) **General Manager:** The General Manager implements, maintains, and updates the IIPP.
Duties include, but are not limited to:
 - i) Ensuring all supervisors actively support the IIPP.
 - ii) Providing the funding necessary to maintain an effective and compliant safety program.
- b) **Managers/Supervisors:** The managers and supervisors are responsible for providing a safe workplace, including facilities, equipment, standards and procedures, adequate supervision, and recognition for a job done properly. They are responsible for training all their employees to perform their jobs properly and safely. They teach, demonstrate, observe, and enforce compliance with established safety standards.
- c) **Employees:** The employees are responsible for performing their tasks properly and safely. They are to ensure they know how to do the job properly and ask for additional training or assistance when they feel a gap in their ability, knowledge, or training. They should never undertake any task, job, or operation unless they can perform it safely.



B. Compliance

a) Management Responsibility

Management is responsible for ensuring organizational safety and health policies are clearly communicated and understood by employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.

b) Employee Responsibility

All employees are responsible for using safe work practices, following directives, policies, and procedures, and assisting in maintaining a safe work environment.

c) Performance Evaluations

- i) As part of managers' and supervisors' regular performance evaluations, they are evaluated on their actions to ensure a safe workplace for their respective employees. They are also evaluated on their positive or negative loss results.
- ii) As part of employee regular performance reviews, they are evaluated on their compliance with safe work practices.

d) Recognition

Managers, supervisors, and employees who make a significant contribution to maintaining a safe workplace, as determined by their supervisors, receive written acknowledgment maintained in their personnel files.

e) Employee Training

Employees are trained and retrained on the correct safety and health procedures through a combination of classroom/field and e-learning platforms.

f) Employee Correction

Employees who fail to follow safe work practices and/or procedures or who violate organizational rules or directives are subject to disciplinary action, up to and including termination in accordance with the District's personnel-related policies and procedures.

Managers and supervisors correct safety violations in a manner considered appropriate by District Management.

C. Communication

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a) Two-Way Communication

Management recognizes open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace.

b) The District's System of Communication

The following communication system is designed to facilitate a seamless flow of safety and health information between management and staff in a readily understandable form.

- i) An orientation is given to all new employees and includes a review of the IIPP and a discussion of policy and procedures the employee is expected to follow.
- ii) The District has staff meetings where all present freely and openly discuss safety. Field safety meetings are held periodically. All employees are expected to attend their respective meetings and are encouraged to participate in discussions.
- iii) Occasionally, safety notifications may be sent electronically to employees. Hard copies of the electronic notices are available to staff.
- iv) Other methods of communicating pertinent health and safety information are used as they are identified.

c) Safety Suggestions and Hazard Reporting

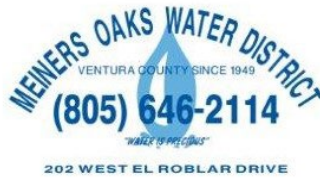
- i) All employees are encouraged to inform their supervisors or other management personnel of any matter they perceive to be a workplace hazard or a potential workplace hazard. They are also encouraged to report suggestions for safety improvement.

This reporting can be done verbally or (preferably) in writing. The notification may be given directly to the supervisor and/or General Manager if done in writing.

- ii) If an employee wishes to report anonymously a hazard, safety suggestion, or other safety problem, they can type and print a report and not include their name.
- iii) **No employee shall be retaliated against for reporting hazards or potential hazards or making safety suggestions.**
- iv) Management reviews all suggestions and hazard reports.
- v) Employees who provide their names regarding the notification are informed of what is being done within five (5) working days of receipt.

D. Hazard Identification & Evaluation

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Workplace inspection is our primary tool used to identify unsafe conditions and practices. While we encourage all employees to identify and correct hazards and poor safety practices continuously, certain situations require formal evaluation and documentation.

a) Safety Inspections

Internal safety inspections are conducted monthly for all facilities. Safety inspections are conducted for all office areas at least annually. Hazards found are corrected on the spot, or recommendations are submitted for future corrections.

b) Additional Inspections

Inspections are also conducted in accordance with Cal-OSHA requirements:

- i) Whenever new substances, processes, procedures, or equipment present a new safety or health hazard.
- ii) Whenever management/supervision becomes aware of a new or previously unrecognized hazard, either independently or by receipt of information from an employee.
- iii) Whenever it is appropriate, conduct an unannounced inspection.

E. Injury/Illness Investigation

a) Investigation

All accidents resulting in injury or property damage are immediately investigated to determine the primary and contributing causes. This information is documented and analyzed to assist in obtaining corrective actions to prevent similar accidents from occurring in the future. The responsibility of having this investigation performed rests with the general manager.

b) Reporting

An accident investigation report documents all facts, findings, and recommendations. Management reviews accident investigation reports to determine the adequacy of corrective action.

F. Correction of Hazards



When a hazard exists, it is corrected promptly based on its severity. If imminent danger exists to any employees, management and supervision should remove these employees from the danger at once, and personnel who are provided with the necessary safeguards should correct the hazard.

G. Training

a) Orientation – New Employees

The General Manager or designee conducts the initial orientation on general safety within the first two days the new employee is on the job. All employees are provided with a copy of the IIPP.

b) Initial On-the-Job Training

When an employee starts work, a manager/supervisor trains the employee in all aspects of safety to educate the new employee on the hazards of the work environment and the required safety procedures to mitigate those hazards. The manager/supervisor conducts this training and documents its completion in the personnel file.

All new hires are given a copy of the District's Injury & Illness Prevention Program and those rules and regulations applying to their work environment.

c) Specific District-Wide Training

i) Emergency Action Plan

This training includes what the employee is to do under specific circumstances, such as fire, earthquake, medical emergency, and other threats. (Emergency/Disaster Response Plan)

ii) First Aid, CPR, and Bloodborne Pathogen Training

Designated employees receive first aid and CPR training with the American Red Cross and/or American Heart Association requirements. Bloodborne pathogen training is provided through the District's e-learning platform.

iii) Defensive Driver Training



All employees who may drive on District business receive defensive driver training at least every three years through the District's e-learning platform. Driving on District business includes driving District vehicles and personal vehicles for District business.

iv) **Ergonomics**

All employees receive ergonomic job training through the District's e-learning platform. As a minimum, each employee receives training on proper lifting techniques and, if necessary, computer workstation design.

v) **Workplace Violence Prevention Plan**

All employees receive Workplace Violence Prevention training during orientation, during the review of policies in the Employee Handbook, and ongoing through the District's e-learning platform.

vi) **Pandemic/Communicable Disease Prevention & Response**

Employees receive training to prevent exposures to communicable diseases, such as COVID-19, that may occur in the workplace.

(1) **The District will implement the following:**

- (a) Conduct workplace-specific hazard evaluations;
- (b) Evaluate employees' potential workplace exposures to all persons at or who may enter the workplace;
- (c) Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to hazards and prevention;
- (d) Evaluate existing prevention controls in the workplace and the need for different or additional controls;
- (e) Conduct periodic inspections as needed to identify unhealthy conditions, work practices, and work procedures and ensure compliance with policies and procedures.

(2) **Employee Screening**

District employees are encouraged to self-screen prior to arriving at the workplace; additional direct screening shall occur at the workplace, according to public health orders.

(3) **Correction of Hazards**



Unsafe or unhealthy work conditions, practices or procedures will be documented and corrected in a timely manner based on the severity of the hazards.

(4) Control of Hazards

Physical Distancing: where possible, we ensure at least six feet of physical distance at all times in the workplace by reducing the number of persons in an area at one time, including customers, visual cues, staggered schedules, and potentially remote work arrangements.

Face Coverings: clean, undamaged face coverings will be available for staff. The District will address face coverings in accordance with health orders.

Engineering Controls: To the extent feasible, we maximize the quantity of outside air for our buildings with mechanical or natural ventilation systems.

Cleaning & Disinfecting: The District ensures adequate supplies and time for proper cleaning and disinfection of work areas. The District Office is professionally cleaned weekly; staff clean and disinfect daily.

Shared Tools, Equipment, and Personal Protective Equipment: PPE must not be shared. Items that employees come in regular physical contact with must not be shared to the extent feasible. When there must be sharing, the items will be disinfected between users. Sharing vehicles will be minimized to the extent feasible, and high touch points (ie. Steering wheel, door handles, armrests) will be disinfected between users.

Hand Sanitizing: In order to implement effective hand sanitizing procedures, the District ensures an adequate supply of soap/water and hand sanitizer.

Personal Protective Equipment (PPE): The District evaluates the need for PPE as required by CCR Title 8, section 3380, and provides such PPE as needed. Regarding respiratory protection, the District evaluates the need per CCR Title 8, section 5144, when physical distancing requirements are not feasible or maintained. The District provides eye protection in accordance with CCR Title 8 section 5144.

(5) Investigating and Responding to Cases



The General Manager or designee will investigate all cases of exposure. Employees who have had potential exposure in the workplace will be offered testing at no cost during their work hours.

(6) System for Communicating

Employees should report symptoms and/or possible hazards to their supervisor and/or General Manager without fear of reprisal. If the District is required to provide testing due to a workplace exposure or outbreak, the District will communicate the plan for providing testing and inform all affected staff and what to do if the test is positive.

(7) Training and Instruction

The District will provide effective training and instruction that includes procedures for protecting employees from hazards and information related to benefits the employees may be entitled to under applicable federal, state, or local laws. Additional training on mitigating exposures, proper use of PPE, and identification of symptoms is needed.

(8) Reporting, Recordkeeping & Access

Report information about cases at the workplace to the local health department as required by law and provide any related information requested. Report immediately to Cal/OSHA any cases that result in serious illness/death, as defined under CCR Title 8, section 330(h). Maintain records of the steps taken to implement the written plan in accordance with CCR Title 8 section 3203(b). Ensure a written plan is available at the workplace to employees, authorized employee representatives, and representatives of Cal/OSHA immediately upon request. Record and track all cases; the information will be made available to employees, authorized representatives, or as otherwise required by law, with personal identifying information removed.

(9) Return-toWork Criteria

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Symptomatic employees shall not return to work until at least 24 hours have passed since a fever of 100.4 or higher has resolved without using fever-reducing medicine; symptoms have improved; and for COVID-19-positive cases, at least ten days have passed since symptoms first appeared. A negative test will not be required for an employee to return to work. Suppose a local or state health official issues an order to isolate or quarantine an employee. In that case, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be ten days from the time the order to isolate was effective or 14 days from the time to quarantine was effective. The District will refer to public health officials' current orders and guidance regarding the specific communicable disease.

d) Retraining

Reasons for retraining include change of job assignment, change of operations or materials, observation of poor work habits, or update of training methods.

Managers and supervisors perform retraining:

- i) When an existing employee changes job functions.
- ii) As a refresher on a scheduled basis ranging from annual to every three years.

Such training includes general workplace safety, job-specific hazards, and/or hazardous materials.

e) Specialized Training

- i) Supervisors are trained in their responsibilities for the safety and health of their employees. Such training includes both safety management and technical subjects.

Supervisors are trained in the hazards and risks the employees face under their immediate direction.

- ii) General Manager, Managers and Supervisors:
 - (1) Determine safety training needs.
 - (2) Implement new training programs.
 - (3) Evaluate the effectiveness of these programs.

- iii) In addition, training is provided whenever:

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- (1) New substances, processes, procedures or equipment pose a new hazard and there is a lack of skill or knowledge to deal with the situation.
- (2) Management, supervision, and the general manager become aware of a previously unrecognized hazard and the lack of skill or knowledge to deal with the hazard.

H. Recordkeeping Summary

In coordination with managers and supervisors, the General Manager is responsible for maintaining all documentation relating to the implementation of the IIPP:

- a) In order to display a tracking history of occupational safety and health programs and activities, all documents are maintained for a minimum of one year plus the current year unless otherwise stated.

For example, the documents from the prior year are removed from the files at the end of each year. During the next year, the current year's documents are maintained along with the just-past year's documents.

- b) Specific records are maintained for each of the topics within the IIPP to include, but not limited to:
 - i) Employee Recognition and Correction
 - ii) Safety Meetings and Other Safety Communication
 - iii) Safety Suggestions and Hazard Reporting
 - iv) Hazard Identification and Correction
 - v) Occupational Injury & Illness Investigations
 - vi) Training

Related Policies & Plans: Employee Handbook; Emergency & Disaster Plan; Operations Plan

Employee

General Manager



Cost of Living Adjustment (COLA) FY 2024-2025

Summary:

The Board of Directors has determined annual Cost of Living increases for staff based on the Bureau of Labor Statistics Los Angeles/Riverside Consumer Price Index following the new fiscal year. In FY 22/23, the CPI was 8%, and the District approved a staff COLA of 4%. FY 23/24, the CPI was 5.1%. The approved COLA was 5%. Director Kentosh stated in the April 2023 Board minutes that if inflation flattens out some, the Board should consider adding the future CPI and the remaining 4% from FY 22/23.

Fiscal Impact:

The budgeted salaries for FY 23/24 were \$650,000, including base salaries, standby, overtime pay, and the incentive pay pool, including the additional staff. Payroll taxes and retirement were on separate budget line items, \$45,000 and \$73,000, respectively. Due to variable monthly payroll amounts depending on overtime, standby time, and the number of days within the pay period, the amounts due for payroll taxes and retirement contributions vary. Historically, those percentages have been about 7% and 11% of salaries, respectively.

Projections for FY 24/25 salaries, payroll taxes, and retirement contribution budgets, with a 3.4% & 7% COLAs:

	Projected FY23/24	Adjusted for 3.4% COLA	Adjusted for 7% COLA
Annual Salaries (w/OT)	\$633,500.00	\$655,000.00	\$677,850.00
Payroll Taxes (7%)	\$ 44,350.00	\$45,850.00	\$ 47,500.00
Retirement Contributions (11%)	\$ 70,000.00	\$72,000.00	\$ 74,500.00
Total	\$747,850.00	\$773,000.00	\$800,000.00

Total Fiscal Impact: (3.4%) \$25,150; (7%) \$52,150 increase over current.

Recommended Action:

The Los Angeles area Consumer Price Index for February 2024 is an increase of 3.4%; see attached. Consider including the remaining 4% from FY 22/23. Therefore, it is recommended the Board approve a 7% cost of living salary increase for staff, effective July 1, 2024.



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News Release Information

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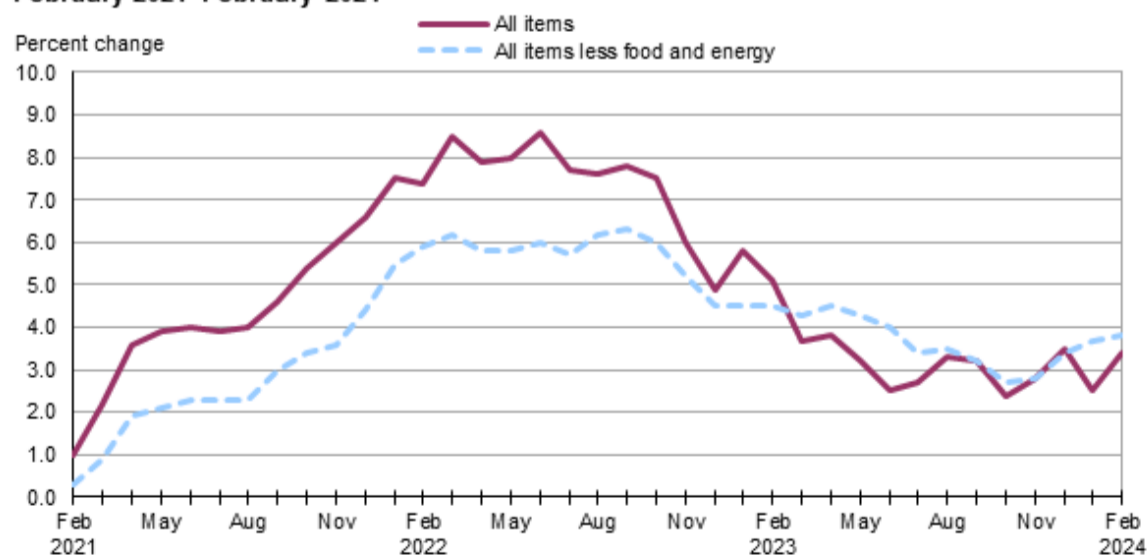
Consumer Price Index, Los Angeles area — February 2024

Area prices were up 0.5 percent over the past month, up 3.4 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.5 percent in February, the U.S. Bureau of Labor Statistics reported today. (See [table A.](#)) Regional Commissioner Chris Rosenlund noted that the February increase was influenced by higher prices for shelter and medical care. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 3.4 percent. (See [chart 1](#) and [table A.](#)) Food prices advanced 2.9 percent. Energy prices fell 0.9 percent, largely the result of a decrease in the price of natural gas service. The index for all items less food and energy advanced 3.8 percent over the year. (See [table 1.](#))

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, February 2021–February 2024



[View Chart Data](#)

Food

Food prices advanced 0.1 percent for the month of February. (See [table 1.](#)) Prices for food at home rose 0.2 percent, led by higher prices for other food at home (1.7 percent) and meats, poultry, fish, and eggs (1.2 percent). Prices for food away from home increased 0.1 percent for the same period.

Over the year, food prices advanced 2.9 percent. Prices for food at home advanced 1.7 percent since a year ago, led by higher prices for meats, poultry, fish, and eggs (3.9 percent) and other food at home (3.8 percent). Prices for food away from home rose 5.0 percent.

Energy

The energy index increased 2.0 percent over the month. The increase was mainly due to higher prices for gasoline (3.1 percent). Prices for natural gas service rose 3.0 percent, while prices for electricity were unchanged for the same period.

Energy prices fell 0.9 percent over the year, largely due to lower prices for natural gas service (-24.4 percent). Prices paid for electricity increased 5.1 percent, and prices for gasoline advanced 0.9 percent during the past year.

All items less food and energy

The index for all items less food and energy advanced 0.4 percent in February. Higher prices for medical care (2.7 percent) and shelter (0.6 percent) were partially offset by lower prices for apparel (-5.3 percent) and household furnishings and operations (-1.8 percent).

Over the year, the index for all items less food and energy advanced 3.8 percent. Components contributing to the increase included shelter (5.3 percent) and medical care (2.9 percent). Partly offsetting the increases were price decreases in new and used motor vehicles (-1.1 percent) and household furnishings and operations (-1.1 percent).

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2020		2021		2022		2023		2024	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.8	3.1	0.2	0.9	1.1	7.5	1.9	5.8	1.0	2.5
February	0.3	3.4	0.4	1.0	0.3	7.4	-0.3	5.1	0.5	3.4
March	-0.7	1.9	0.5	2.2	1.5	8.5	0.1	3.7		
April	-0.3	0.7	1.1	3.6	0.5	7.9	0.7	3.8		
May	0.4	0.9	0.6	3.9	0.8	8.0	0.1	3.2		
June	0.5	1.4	0.6	4.0	1.1	8.6	0.5	2.5		
July	0.6	1.9	0.6	3.9	-0.2	7.7	0.0	2.7		
August	0.1	2.0	0.2	4.0	0.1	7.6	0.7	3.3		
September	-0.3	1.2	0.3	4.6	0.5	7.8	0.3	3.2		
October	0.2	0.7	0.9	5.4	0.6	7.5	-0.1	2.4		
November	0.1	1.0	0.6	6.0	-0.8	6.0	-0.4	2.8		
December	-0.2	1.5	0.4	6.6	-0.6	4.9	0.0	3.5		

The March 2024 Consumer Price Index for the Los Angeles area is scheduled to be released on April 10, 2024.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Los Angeles-Long Beach-Anaheim, CA metropolitan area includes Los Angeles and Orange Counties in California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted)

Item and Group	Indexes				Percent change from-		
	Historical data	Dec. 2023	Jan. 2024	Feb. 2024	Feb. 2023	Dec. 2023	Jan. 2024
Footnotes							
(1) Indexes on a December 1977=100 base.							
(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.							
(3) Indexes on a December 1982=100 base.							
(4) Special index based on a substantially smaller sample.							
(5) Indexes on a December 1993=100 base.							
(6) Indexes on a December 1997=100 base.							
- Data not available							
NOTE: Index applies to a month as a whole, not to any specific date.							

Item and Group	Indexes				Percent change from-		
	Historical data	Dec. 2023	Jan. 2024	Feb. 2024	Feb. 2023	Dec. 2023	Jan. 2024
Expenditure category							
All items		323.456	326.640	328.232	3.4	1.5	0.5
All items (1967=100)		955.632	965.040	969.743	-	-	-
Food and beverages		333.802	335.312	335.560	2.7	0.5	0.1
Food		335.923	337.261	337.751	2.9	0.5	0.1
Food at home		319.805	321.664	322.334	1.7	0.8	0.2
Cereals and bakery products		351.146	349.337	351.618	0.5	0.1	0.7
Meats, poultry, fish, and eggs		349.043	348.207	352.507	3.9	1.0	1.2
Dairy and related products		302.927	302.835	296.315	-3.6	-2.2	-2.2
Fruits and vegetables		415.278	419.481	415.558	0.0	0.1	-0.9
Nonalcoholic beverages and beverage materials(1)		300.440	308.219	303.271	0.6	0.9	-1.6
Other food at home		258.853	260.755	265.093	3.8	2.4	1.7
Food away from home		349.499	350.233	350.514	5.0	0.3	0.1
Alcoholic beverages		283.123	287.206	283.712	-0.3	0.2	-1.2
Housing		372.378	375.856	377.297	4.4	1.3	0.4
Shelter		427.059	429.501	432.052	5.3	1.2	0.6
Rent of primary residence(2)		453.306	454.118	455.850	4.8	0.6	0.4
Owners' equiv. rent of residences(2)(3)		445.317	448.036	450.137	6.0	1.1	0.5
Owners' equiv. rent of primary residence(1)(2)		445.292	448.010	450.112	6.0	1.1	0.5
Fuels and utilities		467.928	475.860	478.022	0.2	2.2	0.5
Household energy		419.952	418.822	421.506	-2.9	0.4	0.6
Energy services(2)		418.283	417.202	419.946	-2.9	0.4	0.7
Electricity(2)		500.343	496.375	496.279	5.1	-0.8	0.0
Utility (piped) gas service(2)		291.498	296.238	305.093	-24.4	4.7	3.0
Household furnishings and operations		129.068	134.374	131.896	-1.1	2.2	-1.8
Apparel		115.263	127.262	120.505	0.0	4.5	-5.3
Transportation		261.051	261.850	266.174	2.6	2.0	1.7
Private transportation		263.268	262.944	266.791	2.6	1.3	1.5
New and used motor vehicles(4)		111.242	111.770	110.532	-1.1	-0.6	-1.1
New vehicles(1)		193.132	193.458	193.296	-1.1	0.1	-0.1
Used cars and trucks(1)		355.740	342.665	344.429	-1.8	-3.2	0.5
Motor fuel		360.249	349.563	360.451	0.8	0.1	3.1
Gasoline (all types)		350.793	340.400	351.094	0.9	0.1	3.1
Gasoline, unleaded regular(4)		351.222	340.618	351.507	0.8	0.1	3.2
Gasoline, unleaded midgrade(4)(5)		335.894	326.441	336.312	0.8	0.1	3.0
Gasoline, unleaded premium(4)		337.051	327.729	337.389	1.1	0.1	2.9
Medical care		546.364	557.372	572.628	2.9	4.8	2.7
Recreation(6)		121.374	121.418	122.119	0.3	0.6	0.6
Education and communication(6)		158.821	159.364	160.535	3.0	1.1	0.7
Tuition, other school fees, and child care(1)		2,288.732	2,286.263	2,286.262	4.9	-0.1	0.0
Other goods and services		530.757	537.406	528.754	5.6	-0.4	-1.6
Commodity and service group							
All items		323.456	326.640	328.232	3.4	1.5	0.5
Commodities		215.491	218.074	217.585	0.9	1.0	-0.2
Commodities less food & beverages		157.323	160.220	159.455	-0.1	1.4	-0.5
Nondurables less food & beverages		218.029	223.024	222.894	0.3	2.2	-0.1
Durables		100.569	101.877	100.869	-0.7	0.3	-1.0

Footnotes

(1) Indexes on a December 1977=100 base.

(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(3) Indexes on a December 1982=100 base.












(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1997=100 base.

- Data not available

NOTE: Index applies to a month as a whole, not to any specific date.

Item and Group	Indexes				Percent change from-		
	Historical data	Dec. 2023	Jan. 2024	Feb. 2024	Feb. 2023	Dec. 2023	Jan. 2024
Services		419.503	423.191	426.740	4.7	1.7	0.8
Special aggregate indexes							
All items less medical care		313.555	316.435	317.514	3.4	1.3	0.3
All items less shelter		277.532	281.104	282.256	2.0	1.7	0.4
Commodities less food		162.657	165.625	164.782	-0.1	1.3	-0.5
Nondurables		277.055	280.285	280.347	1.6	1.2	0.0
Nondurables less food		224.865	229.872	229.540	0.2	2.1	-0.1
Services less rent of shelter ⁽³⁾		419.579	425.412	430.692	3.6	2.6	1.2
Services less medical care services		406.165	409.674	412.462	4.8	1.6	0.7
Energy		386.254	379.289	386.994	-0.9	0.2	2.0
All items less energy		321.788	325.517	326.798	3.6	1.6	0.4
All items less food and energy		319.457	323.601	325.020	3.8	1.7	0.4
Footnotes							
(1) Indexes on a December 1977=100 base.							
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