

REGIONAL WATER AUTHORITY

EMPLOYEE HANDBOOK

Adopted July 10, 2003

Revised: November 13, 2008

Regional Water Authority Employee Handbook

Table of Contents

Chapter 1	Introduction.....	1
1.1	Purpose.....	1
1.2	Organization.....	1
1.3	Employment Contracts and Law.....	1
1.4	Amendments.....	1
1.5	Administration of Rules.....	1
1.6	Severability.....	2
1.7	Acknowledgment.....	2
Chapter 2	Definitions.....	2
Chapter 3	General Policies.....	3
3.1	At-Will Employment.....	3
3.2	Equal Employment and Non-Discrimination.....	3
3.3	Anti-Harassment.....	4
3.4	Family Care/Medical and Pregnancy Leave.....	6
3.5	Drug-Free Workplace.....	7
3.6	E-Mail/Internet/Computer Use.....	9
3.7	Violence in the Workplace.....	9
3.8	Use of Personal Automobile.....	11
3.9	Dress Code.....	11
3.10	Personal Telephone Calls.....	11
3.11	Safety.....	11
3.12	Privacy and Confidentiality.....	11
Chapter 4	Employee Hiring and Related Practices.....	11
4.1	Job Classifications and Positions.....	11
4.2	Vacancies.....	12
4.3	Announcements.....	12
4.4	Applications.....	12
4.5	Disqualification.....	12
4.6	Examination of Applicants.....	12
4.7	Appointment.....	12
4.8	Proof of Right to Work.....	13
4.9	Fitness for Duty Exam.....	13
4.10	Introductory Period.....	15
4.11	Employee Performance Evaluation.....	16
Chapter 5	Temporary Employees.....	16
5.1	General.....	16
5.2	Special Rules.....	16
Chapter 6	Employment Hours, Leaves, Vacations & Holidays.....	17
6.1	Hours of Work.....	17
6.2	Payroll Administration.....	17
6.3	Overtime.....	17
6.4	Authorized Leave of Absence.....	18

6.5	Unauthorized Leave	18
6.6	Holidays	19
6.7	Vacation Leave	20
6.8	Sick Leave.....	21
6.9	Coordination of Sick Leave Benefits with Workers' Compensation and Other Disability Leaves of Absence	22
6.10	Return to Work after Illness, Injury or Disability.....	22
6.11	Jury Duty and Court Appearance.....	22
6.12	Bereavement Leave.....	23
6.13	Military Duty Leave.....	23
Chapter 7	Wages, Benefits and Salary Plan Administration	23
7.1	Salary and Wages.....	23
7.2	Salary Plan	23
7.3	Retirement Benefits	23
7.4	Deferred Compensation Benefits	23
7.5	Medical Insurance Benefits.....	24
7.6	Dental Insurance Benefits.....	25
7.7	Vision Insurance Benefits.....	25
7.8	Short and Long Term Disability Insurance.....	25
7.9	Workers' Compensation Insurance.....	25
7.10	Educational Assistance	26
7.11	Business Expenses	26
7.12	Benefits General.....	26
Chapter 8	Employee Discipline Policy.....	26
8.1	General Policy.....	26
8.2	Initiation of Disciplinary Action or Dismissal.....	27
8.3	Nature of Disciplinary Action.....	27
8.4	Grounds for Disciplinary Action	27
8.5	Notice to Employee of Disciplinary Action/Dismissal.....	28
8.6	Suspension Prior to Disciplinary Action/Dismissal.....	28
8.7	Decision of Executive Director on Intended Disciplinary Action	29
8.8	Effect of Suspension	29
8.9	Effect of Termination.....	29
8.10	Appeal from Decision to Implement Intended Disciplinary Action or Dismissal.....	29
8.11	Failure to file Notice of Appeal	29
Chapter 9	Grievances.....	29
9.1	Purpose of Grievance Procedures	29
9.2	Time Limits.....	30
9.3	Presentation of Grievance	30
9.4	Appeal.....	30
Chapter 10	Separation and Reinstatement.....	30
10.1	Layoff.....	30
10.2	Notices	31
10.3	Order of Layoff.....	31
10.4	Resignation	31
10.5	Reinstatement Following Resignation	31

Appendix A Injury and Illness Prevention Plan

Appendix B Business Expense Reimbursement Policy

Chapter 1 Introduction

1.1 Purpose

The purpose of this Regional Water Authority Employee Handbook is to establish policies, procedures and guidelines governing Authority personnel, employment and related matters. This Handbook describes the Authority's principal employment policies, procedures and guidelines. Employees should understand that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the Authority or its employees. This Handbook supersedes and replaces all previous employee handbooks, personnel policies, practices and guidelines, except for any written employment contracts.

1.2 Organization

The Authority is a California joint powers authority (created and existing pursuant to a joint powers agreement). At the present time, the Board of Directors consists of 18 directors appointed by the members of the Authority. The Board sets the policies of the Authority and oversees the conduct of the business by the staff retained to run the day-to-day business of the Authority. The Authority Executive Director reports to the Board and receives direction on policies from the Board and advice on specific business of the Authority from accountants, attorneys, engineers and others as may be appropriate. For information regarding the specific responsibilities of the Executive Director and other Authority positions, please refer to individual job descriptions.

1.3 Employment Contracts and Law

This Handbook applies to all Authority employees, including those with an employment contract. If there is an irreconcilable conflict between a provision of this Handbook and an employment contract, the contract will prevail. If there is an irreconcilable conflict between a provision of this Handbook or an employment agreement and any applicable federal or state law, the law will prevail.

1.4 Amendments

This Handbook may be amended at any time by the Authority Board of Directors. The Authority reserves full discretion to add to, modify, or delete provisions of this Handbook and other employment policies, procedures, work rules or benefits, at any time and without advance notice. No individual other than the Board has the authority to modify or amend this Handbook or enter into any employment contract. Any such modification or agreement must be in writing and, for employment contracts, signed by the affected employee and the Authority Board President. Employees will be notified of modifications to the Handbook before the effective date.

1.5 Administration of Rules

This Handbook, while attempting to be comprehensive, cannot anticipate every issue or problem that may arise during the course of employment. The Executive Director is designated as the Authority Personnel Manager and he or she will be responsible for the administration of the rules and policies set forth in this Handbook, subject to the direction of the Board. The

Executive Director, in his or her discretion, may delegate any of his or her authority set forth in the Handbook, as he or she may deem appropriate or necessary.

1.6 Severability

If any section, paragraph or provision of this Handbook is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not affect the validity and enforceability of the remaining sections, paragraphs and provisions.

1.7 Acknowledgment

Employees must sign the acknowledgment form at the back of this Handbook, tear it out, and return it to the Executive Director. This will provide the Authority with a record that each employee has received this Handbook.

Chapter 2 Definitions

“Abuse of any legal drug” means the use of any legal drug (i) for any purpose other than the purpose for which it was prescribed or manufactured; or (ii) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

“Board” or “Board of Directors” means the Board of Directors of the Authority.

“Authority” means the Regional Water Authority, a California joint powers authority with offices in Citrus Heights.

“Employee” means all Authority employees, including regular, part-time and temporary employees, unless the context provides otherwise.

“Handbook” means this Authority Employee Handbook, as the same may be amended from time to time.

“Illegal drug” means any drug or substance that (i) is not legally obtainable; (ii) is legally obtainable but has not been legally obtained; or (iii) has been legally obtained but is being sold, used or distributed unlawfully.

“Immediate family” means the employee’s spouse, child, stepchild, foster child, parent, stepparent, brother and sister, and those of the employee’s spouse.

“Legal drug” means any drug, including any prescription drug and over-the-counter drug, that has been legally obtained and that is not unlawfully sold, used or distributed.

“Executive Director” means the Executive Director of the Authority or his or her designee.

“On duty” means any time when the interests of the Authority may be adversely affected by an employee who is under the influence of or impaired by illegal drugs, or the abuse of a legal drug, including any time the employee is on duty, on Authority premises, operating an Authority vehicle or equipment, or conducting or performing Authority business, regardless of location.

“Possession” means that an employee has the substance on his or her person or otherwise under his or her control.

“Regular Employee” means a regular full-time employee and a regular part-time employee working in a regular position authorized by the Board. A full-time employee means an employee who is regularly scheduled to work 40 or more hours per workweek. A part-time employee means an employee who is regularly scheduled to work fewer than 40 hours per workweek.

“Temporary Employee” means an employee hired for a specific purpose for a limited period of time or an employee who works on an on-call or as-needed basis. A temporary employee may work part-time or full-time.

Chapter 3 General Policies

3.1 At-Will Employment

Unless otherwise provided by a written employment contract approved by the Board and signed by the Board President, all employment with the Authority is “at will,” meaning that both the employee and the Authority, through action of the Executive Director, have the right to terminate employment at any time with or without advance notice, and with or without cause. No one other than the Board has the authority to alter this arrangement, to enter into an employment contract, or to make any contract contrary to this policy, and any such contract must be in writing and must be signed by the Board President.

3.2 Equal Employment and Non-Discrimination

3.2.1 The Authority is an equal employment opportunity employer, and employment decisions are made on the basis of merit, experience and other bona fide occupational qualifications. The Authority is committed to complying with all applicable laws providing equal employment opportunities. Authority policy prohibits unlawful discrimination based on race, color, creed, sex, religion, marital status, age (over 40), national origin or ancestry, physical or mental disability, medical condition (including genetic characteristics), actual or perceived sexual orientation, or any other consideration made unlawful by federal, state or local laws; provided, however, that the Authority may make employment decisions on the basis of bona fide occupational qualifications when permitted by law. This policy applies to all persons involved in the operation of the Authority, including employees, directors, other officers, contractors, consultants and vendors. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, transfer, termination, reduction in force, compensation and other benefits.

3.2.2 In order to comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Authority will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Executive Director and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Authority then will conduct an investigation to identify the barriers that make it difficult for the

applicant or employee to have an equal opportunity to perform his or her job. The Authority will consider and identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Authority will make the accommodation.

3.2.3 Any applicant or employee who believes that he or she has been subjected to any form of unlawful discrimination may provide a written complaint to the Executive Director, Board President or other member of the Board of Directors. Complaints of discrimination will be filed and processed pursuant to the complaint procedure set forth in the Authority's anti-harassment policy (see section 3.3). The Authority will undertake immediately an effective, thorough and objective investigation, and attempt to resolve the complaint. If the Authority determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Authority will not retaliate against an employee for filing a complaint and will not knowingly permit retaliation by other employees or co-workers.

3.3 Anti-Harassment

3.3.1 General Rule and Prohibition.

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

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

3.3.1.3 This policy applies to all persons involved in the operation of the Authority, including employees, directors, other officers, contractors, consultants and vendors. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, transfer, termination, reduction in force, compensation and other benefits.

3.3.1.4 Harassment in violation of this policy in the workplace or in the course and scope of employment by any person in any form is prohibited. If the harasser is an Authority employee, director, other officer, contractor, consultant or vendor, violation of this policy will subject the harasser to discipline as provided below.

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

3.3.3 Implementation. The Authority will implement this policy as follows:

3.3.3.1 The Executive Director will be responsible for maintaining a workplace free of sexual and other harassment. This responsibility includes discussing this policy with his or her employees and assuring them that they are not required to endure insulting, degrading or exploitative treatment or any other form of harassment.

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

3.3.3.3 The Authority will distribute a copy of this policy and the State Department of Fair Employment and Housing information sheet ("Sexual Harassment is Forbidden by Law") to all existing employees, and, as hired, to all new employees.

3.3.4 Complaint Procedure.

3.3.4.1 If an employee believes that he or she has been unlawfully harassed, or if an employee is aware of or suspects the occurrence of harassment, the employee should provide a written complaint to the Executive Director, Board President or any other Board member as soon as possible after the incident. The Authority encourages all employees to report any incidents of harassment forbidden by this policy immediately so that problems and complaints can be resolved quickly and fairly. In addition, when possible, a victim of harassment is urged to confront the harasser and demand or persuade him or her to stop the offensive conduct or behavior.

3.3.4.2 A complaint should include the following information: (1) name of complainant; (2) name or names of alleged harasser(s); (3) nature of harassment, with specific explanations and examples; (4) name or names of any witnesses; any (5) supporting documents; and relevant dates and times. All complaints will be treated seriously. The Authority will not retaliate against a complainant for filing a complaint, and will not tolerate or permit retaliation by other employees or co-workers.

3.3.4.3 The Authority will immediately undertake an effective, thorough and objective investigation of the harassment allegations. The investigation will be conducted confidentially. All interviews of witnesses and parties will be conducted in private. The investigator will attempt to identify and interview all persons involved, including the complainant, all possible witnesses, and the alleged harasser. The interviewer will take notes of all interviews.

3.3.4.4 If the Authority determines that unlawful harassment has occurred, effective remedial and/or disciplinary action will be taken in accordance with the circumstances involved. Any employee, officer, contractor, consultant or vendor determined by the Authority to be responsible for unlawful harassment will be subject to appropriate disciplinary action according to the nature and severity of the offense, and any prior record of discipline. The range of disciplinary action includes verbal or written reprimand, censure, suspension without pay, demotion, discharge from employment, and, for contractors, consultants and vendors, termination, cancellation or suspension of its contract. The Authority will advise the complainant of the results of the investigation.

3.3.4.5 Employees also should be aware that the Federal Equal Employment Opportunity Commission and the State Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining about harassment, you may file a complaint with the appropriate agency. The nearest offices are listed in the telephone book.

3.4 Family Care/Medical and Pregnancy Leave

3.4.1 Under the California Family Rights Act of 1991 and federal Family and Medical Leave Act of 1993, Authority employees may be entitled to an unpaid family care and medical leave of up to 12 work weeks in any 12 month period. To be eligible for leave, an employee must have (1) worked for the Authority at least 1,250 hours during the 12 months immediately preceding commencement of the leave, (2) worked for the Authority for at least 12 months, which need not be consecutive, and (3) be employed at a worksite where the Authority employs at least 50 employees within 75 miles of the worksite. Family care and medical leave may be taken for the birth of a child of an employee, placement of a child with an employee in connection with an adoption or foster care, or serious illness of a child of an employee; care for a parent or spouse who has a serious health condition; or, the employee's own serious health condition that makes the employee unable to work. If the Authority grants a request for family care and medical leave, the employee is guaranteed reinstatement to a position with the same or similar duties and pay and at the same or similar geographic location upon the termination of the leave, with no loss of seniority or longevity.

3.4.2 Even if ineligible for family care and medical leave, a female employee who is disabled by pregnancy, childbirth or related medical conditions may have a right to a pregnancy disability leave under the state Fair Employment and Housing Act. Female employees may take up to four months of pregnancy leave, depending upon the period(s) of the employee's actual disability. When medically necessary, pregnancy disability leave may be taken in intermittent periods, so long as the total leave taken does not exceed four months. Pregnancy

disability leave runs concurrently with any family care and medical leave under federal law taken for disability arising from pregnancy, childbirth or related medical conditions, but pregnancy disability leave and family leave under state law do not run concurrently. If the female employee also is eligible for state family leave, the employee may be entitled to take both a pregnancy disability leave and a state family leave for reason of the birth of a child.

3.4.3 When the need for leave is foreseeable, the employee must provide at least 30-days advance notice of the need for leave under this section, and, for a planned medical treatment or supervision, you must make a reasonable effort to schedule the leave to avoid disrupting Authority operations.

3.4.4 The Authority may require certification from your health care provider or the health care provider of your child, parent or spouse, as applicable, to support the request for leave. As a condition of reinstatement following a leave under this section because of the employee's own health condition, the Authority may require the employee to submit a medical certification from the employee's doctor or health care provider stating that the employee is able to return to work.

3.4.5 For any family care and medical leave under this section, the employee must first exhaust all of his or her accrued vacation time and other paid accrued time off, and, for a leave relating to the employee's own serious health condition, accrued sick leave. Such paid leave will count toward the total leave allowed under this section.

3.4.6 There are certain exceptions to eligibility for a family care and medical leave and the Authority is permitted to deny a request for leave under certain circumstances. In particular, the Authority has a right to deny any request for family care and medical leave due to the small size of the Authority work force.

3.4.7 The Authority will continue to maintain the employee's coverage under the Authority group health, vision, life and dental benefits during any period of leave approved under this section. Sick leave and vacation benefits will not accrue during period of any leave under this section.

3.4.8 If you want more information regarding eligibility for leave under this section, please contact the Executive Director. Family care and medical leave and pregnancy leave will be provided pursuant to applicable federal and state laws. If there is any conflict between this Authority policy and federal or state law, the law will govern.

3.5 Drug-Free Workplace

3.5.1 Purpose and Intent. The Authority intends to maintain a workplace that is free of drugs and to discourage drug abuse by its employees. The Authority has a vital interest in maintaining safe and efficient working conditions for its employees. Drug abuse is incompatible with health, safety, efficiency and success at the Authority. Employees who are under the influence of a drug on the job compromise the Authority's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality of service, and disruption of customer service and relations.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees and others, and to protect its operations, property and equipment, the Authority has established and intends to enforce this drug-free workplace policy. Each employee will comply with this policy. This policy, and the distribution of it to Authority employees, constitutes the Authority's drug free awareness program.

3.5.2 Prohibited Acts. The following acts are prohibited and may subject an employee to discipline:

3.5.2.1 The on duty use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of any illegal drug.

3.5.2.2 Being under the influence of or impaired by an illegal drug while on duty.

3.5.2.3 The abuse of any legal drug while on duty.

3.5.2.4 The on duty purchase, sale, manufacture, distribution, transportation, dispensation or possession of any legal drug in a manner inconsistent with law.

3.5.2.5 Being on duty while impaired by the abuse of a legal drug whenever such impairment might: (a) endanger the safety of the employee or some other person; (b) pose a risk of significant damage to Authority property or equipment; or (c) adversely interfere with the employee's job performance or the efficient operation of the Authority's business or equipment.

3.5.3 Discipline. Any violation of this policy may result in discipline, up to and including dismissal, depending on the circumstances. The Executive Director also may choose to require an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance, rehabilitation or counseling program. The first violation of this policy likely will result in immediate discharge, whenever the prohibited conduct: (a) caused serious injury to the employee or any other person, or, in the opinion of the Executive Director, unreasonably endangered the safety of the employee or any other person; (b) resulted in significant damage to Authority property or equipment, or, in the opinion of the Executive Director, posed a risk of significant damage; or (c) involved the sale or manufacture of illegal drugs.

3.5.4 Conviction for Drug-Related Offense. An employee who is convicted under a federal or state criminal drug statute relating to any conduct prohibited by this policy will be deemed to have violated this policy. Upon receiving notice of a conviction of an employee for any such violation, the Authority will either (a) take appropriate disciplinary action in accordance with this policy, and/or (b) require the employee to participate in and satisfactorily complete a drug abuse assistance, rehabilitation or counseling program. Employees will notify the Executive Director of any conviction under a criminal drug statute.

3.5.5 Counseling and Rehabilitation Programs. Upon request by any employee, the Executive Director, or his or her designee, will consult with and advise an employee about any available drug abuse assistance, rehabilitation or counseling programs.

3.6 E-Mail/Internet/Computer Use

3.6.1 The Authority uses various forms of electronic communication and equipment including, but not limited to computers, modems, telephones, voice mail, fax machines, Internet, and e-mail. All electronic communications, including all software and hardware, are and will remain the sole property of the Authority. All messages sent and received, including any personal messages, and all data and information stored on the Authority's computer systems are the Authority's property regardless of the content.

3.6.2 Electronic communications will not be used in any manner that would (a) be discriminatory, lewd, derogatory, defamatory, disparaging, sexually explicit, harassing, threatening or obscene, (b) constitute copyright, trademark infringement or misappropriation of trade secrets, or (c) be for any other purpose which is illegal, against Authority policy or not in the best interests of the Authority.

3.6.3 Employees will not install personal software in Authority computer systems. All software on any Authority computer system must be licensed to the Authority. All electronic information created by any employee using any means of electronic communication is the property of the Authority and will remain the property of the Authority. Employees should understand that they have no right or expectation of privacy with respect to any messages or information created or maintained on the Authority's computer systems, including personal information or messages. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Authority's ownership of, or ability to access, the electronic information. Employees must receive advance written approval from the Executive Director before inputting any password.

3.6.4 The Authority reserves the right to enter, access, search, monitor, review, copy and/or retrieve electronic files, messages, e-mail, voice mail, history of Internet usage, and any other type of electronic file or information, without notice, for any legitimate business purpose, including, but not limited to, ensuring that there is no misuse or violation of Authority policy or any law, investigating theft, and monitoring disclosure of Authority information. The Authority may override personal passwords if it becomes necessary or appropriate to do so for any reason.

3.6.5 All electronic communications, including e-mail, access to the Internet, and other types of Authority-paid computer access, are to be used only for Authority-related business and not for any personal use.

3.6.6 Any employee who misuses the Authority's electronic communications, or otherwise violates this policy, will be subject to discipline, up to and including termination

3.7 Violence in the Workplace

3.7.1 Statement of Policy. The Authority recognizes that workplace violence is a growing concern among employers and employees across the country. The Authority is committed to providing a safe, violence-free workplace. In this regard, the Authority strictly prohibits employees, officers, consultants, contractors, vendors, customers, visitors, or anyone else on Authority premises or engaging in an Authority-related activity from behaving in a violent or threatening manner. Moreover, as part of this policy, the Authority seeks to prevent workplace

violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence prior to any violent behavior occurring. The Authority believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

3.7.2 Workplace Violence Defined. Workplace violence includes, but is not limited to, the following: (a) threats of any kind; (b) threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others; (c) other behavior that suggests a propensity towards violence, including belligerent speech, excessive arguing or swearing, sabotage, or threats to sabotage Authority property, or a demonstrated pattern of refusal to follow Authority policies and procedures; (d) defacing Authority property or causing physical damage to the facilities; or (e) bringing weapons or firearms of any kind on Authority premises, in Authority parking lots, or while conducting Authority business.

3.7.3 Reporting. If any employee observes or becomes aware of any of the above-listed actions or behavior by any person in or around the Authority premises or otherwise in connection with Authority business, he or she should notify the Executive Director immediately. Employees also should notify the Executive Director or if any restraining order is in effect, or if a potentially violent nonwork-related situation exists that could result in violence in the workplace.

3.7.4 Investigation. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Authority will inform the reporting individual of the results of the investigation. To the extent possible, the Authority will maintain the confidentiality of the reporting employee and of the investigation. The Authority may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The Authority will not tolerate retaliation against any employee who reports workplace violence.

3.7.5 Corrective Action and Discipline. If the Authority determines that workplace violence has occurred, effective remedial action and/or discipline will be taken in accordance with the circumstances involved. Any employee, officer, contractor, consultant or vendor determined by the Authority to be responsible for workplace violence will be subject to appropriate disciplinary action according to the nature and severity of the offense, and any prior record of discipline. The range of disciplinary action includes verbal or written reprimand, censure, suspension without pay, demotion, discharge from employment, and, for contractors, consultants and vendors, termination, cancellation or suspension of its contract. If the workplace violence is that of a non-employee, the Authority will strive to take appropriate corrective action in an attempt to ensure that such behavior is not repeated. Under certain circumstances, the Authority may forego disciplinary action against an employee on the condition that the employee takes a medical leave of absence. In addition, the Authority may request that the employee participate in appropriate counseling, either voluntarily or as a condition of continued employment.

3.8 Use of Personal Automobile

Employees working in a position with a job description requiring the use of a personal automobile may be required to use their personal automobile on Authority business. Such employees periodically will be required to show proof of a valid California Drivers License and current insurance. They also will be required to have a good driving record, which will be checked on an annual basis. If the driving record shows the employee to be an “at-risk” driver, it may result in reclassification into a different position or termination.

3.9 Dress Code

Each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with a professional office. All clothing should be neat, clean and safe and without rips or holes. Acceptable clothing includes suits, sport coats, long pants, shirts with collar, and, for women, also includes skirts and dresses. Jeans, shorts, T-shirts, tank-tops, halter-tops, sandals, sneakers, tennis shoes or other athletic-type shoes are not acceptable. An employee who reports to work inappropriately dressed may be asked to leave and return in acceptable attire.

3.10 Personal Telephone Calls

Reasonable personal telephone calls during working hours will be permitted to allow employees to take care of immediate family and personal needs and personal business that must be attended to during Authority working hours. Employees must keep personal telephone calls to a minimum. Personal long distance telephone calls are not permitted unless billed to the employee’s credit card or home telephone number.

3.11 Safety

Each employee must comply with the Authority’s injury and illness prevention plan and related safety rules (see Attachment A).

3.12 Privacy and Confidentiality

An employee’s personnel file and other personal matters will be kept in confidence by the Authority unless there are valid business reasons to provide the information to a third party or the release is required by law. Employees will be allowed to inspect their personnel file upon reasonable request. The Authority reserves the right to inspect the employees’ desks, lockers or other equipment furnished by the Authority at any time. There is no right to privacy by the employee in any area of the workplace or any property owned or under the control of the Authority.

Chapter 4 Employee Hiring and Related Practices

4.1 Job Classifications and Positions

The Authority maintains the following job classifications: introductory employees, regular employees (including full-time and part-time) and temporary employees (including student interns). In the Board’s discretion, some employees may hold employment pursuant to a written employment contract. Every regular job position at the Authority has a specific job description. Employees should familiarize themselves with the job description for their job as certain personnel policies may or may not apply to a particular job position.

4.2 Vacancies

When a vacancy occurs in an authorized position, the Executive Director may fill the vacant position with an existing Authority employee, who is both qualified for the position and willing to accept the employment change, leave the position vacant, or fill the vacancy with a person who is not currently an Authority employee.

4.3 Announcements

When recruiting to fill a vacancy or a new position, the Executive Director will announce the position by posting a job announcement on the Authority bulletin board and by any other method(s) the Executive Director deems appropriate for recruiting qualified applicants. The Executive Director will determine and specify the minimum qualifications of education, experience and other criteria for the open position.

4.4 Applications

Applicants will submit a complete application in a form and manner as specified by the Executive Director, together with such other information as may be required by the Executive Director. The Authority must receive applications not later than the final filing date, if any, shown on the job announcement.

4.5 Disqualification

The Executive Director may disqualify an applicant for any of the following reasons: (a) failure to demonstrate that the requirements or qualifications established for the authorized position have been met; (b) conviction of a felony or misdemeanor of such a nature as to have an adverse effect on the applicant's ability to perform the duties of the position, or which resulted in imprisonment; (c) false statement of fact or actual or attempted misrepresentation, deception, fraud, or misconduct on an application, or during an interview or examination; (d) interference with or attempt to interfere with the fair, equitable and orderly conduct of an interview or examination process; (e) being tardy or failing to appear for an interview or examination; or (f) any other reasonable grounds for disqualification as determined by the Executive Director or Board. Whenever an application is rejected, written notice will be given to the applicant. The Authority generally will not give any reasons for the rejection. Incomplete or deficient applications may be returned to the applicant for amendment.

4.6 Examination of Applicants

The Executive Director may provide for interviews and/or examinations of qualified applicants. Examinations, if conducted, may consist of written, oral, performance, and/or physical agility tests as determined by the Executive Director. Interviews and examinations, if any, will be scheduled by the Executive Director as the need requires, and may be postponed, canceled or extended by the Executive Director. If the authority conducts a background investigation of an applicant, the investigation will comply with applicable provisions of the Investigative Consumer Reporting Agencies Act (Civil Code Sections 1786-1786.53).

4.7 Appointment

The position of Executive Director will be filled by Board appointment. All other positions will be filled by appointment by the Executive Director. All appointments will be as a

regular full-time employee, regular part-time employee or temporary employee. New employees will be subject to the Authority's fitness for duty policy.

4.8 Proof of Right to Work

Under federal law, all new hires must produce original documentation establishing their identity and right to work in the United States. Within three business days after commencing work with the Authority, all new hires must satisfactorily complete Immigration and Naturalization Service form I-9 with appropriate documentation showing that the applicant has the right to work in the United States.

4.9 Fitness for Duty Exam

4.9.1 Policy Objectives. Pre-employment medical examinations and reviews will be conducted to achieve the following objectives: (a) to ensure that all new employees are medically and physically able to perform their job duties; (b) to ensure that every new employee's health and safety is not at risk or impaired with respect to his or her job; (c) to minimize the exposure to financial liability arising from medically identifiable deficiencies; and, (d) to document the physical and medical condition of new employees as they begin employment with the Authority.

4.9.2 Designated Medical Provider. The Executive Director will select a licensed medical clinic, doctor or other health care provider to conduct the pre-employment medical review and exam under this policy (the "Medical Provider"). All expenses of the Medical Provider in implementing this policy will be paid by the Authority. The Medical Provider will administer the medical review and exams in a professional, timely and confidential manner.

4.9.3 Pre-Employment Medical Review and Exam Requirement. All offers of employment with the Authority will be subject to the acceptable results of a pre-employment medical review and examination of the applicant as provided in this policy. The applicant must submit to a physical examination and the Medical Provider must determine whether the applicant is medically and physically fit to perform the essential functions of the position applied for, and can perform such functions without posing a direct threat to the health or safety of others in the workplace. The Executive Director may waive the pre-employment medical review and examination for short-term temporary employees.

4.9.4 Job-Related Qualification Standards. The Executive Director will establish job-related physical standards and qualifications regarding performance of the essential functions for each job classification, including, but not necessarily limited to, standards for height, weight, strength, and medical and physical health. An applicant's failure to achieve and maintain one of these standards as established by the Executive Director will result in disqualification from employment. The Executive Director will supply the Medical Provider with the job classifications and standards and qualifications for all positions subject to this policy.

4.9.5 Forms. The Executive Director, in consultation with the Medical Provider, will determine, prepare, amend and maintain the forms that are necessary or appropriate to implement this policy.

4.9.6 Medical Exam and Review Components. The Medical Provider, in consultation with the Executive Director, will determine the appropriate scope and components of the medical exam and review as appropriate to evaluate the job-related physical standards regarding performance of the essential functions for each job classification. If the medical history, records or tests indicate a potentially abnormal condition that may relate to an applicant's employment, further tests, examination or medical records may be ordered by the Executive Director upon the Medical Provider's recommendation.

4.9.7 Procedure

4.9.7.1 When an applicant has received a job offer contingent upon successful completion of the pre-employment medical review and exam, the applicant will be given the appropriate medical history and consent and release form(s) to complete and sign, instructed regarding the Authority's pre-employment medical review and exam policy, and advised of the time and location of his or her appointment with the Medical Provider. An applicant who fails or refuses to complete and sign the medical history and consent and release form(s), and/or to appear and submit to the medical examination or any portion of it, will be disqualified from employment with the Authority.

4.9.7.2 The medical review and examination will be conducted by the Medical Provider. The Medical Provider will determine whether, in its judgment, the applicant is medically and physically fit to perform the essential functions of the position applied for, and can perform such functions without posing a direct threat to the health or safety of others in the workplace. The Medical Provider will contact the Executive Director if further testing or examination is recommended.

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

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

4.9.8 Appeal

4.9.8.1 If an applicant is disqualified from employment for failing to satisfy the Authority's pre-employment medical review and examination policy, he or she may file a written request through the Executive Director for a review of his or her disqualification. The request must be submitted to the Executive Director within five working days after the applicant is notified of the disqualification. If the applicant fails to timely request a review under this subsection, then the disqualification will be final.

4.9.8.2 After filing a timely appeal, the applicant may submit additional information regarding his or her medical condition, including a report by an independent licensed medical clinic, doctor, laboratory or other medical provider. The additional information must be submitted within 15 days from the date of the appeal. The information provided must be relevant to the nature and extent of the medical condition(s) that relate to the applicant's disqualification. The applicant will pay all costs and expenses relating to any independent medical examination or report.

4.9.8.3 Additional medical information provided by the applicant then will be submitted to the Authority's Medical Provider for its review and determination whether, in light of the additional information, any change in the Medical Provider's initial report is warranted. If the Medical Provider, after reviewing the information, reverses its earlier report, then the applicant will be approved for the position applied for. If the Medical Provider affirms or upholds its earlier report, then the disqualification will be final.

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

4.9.10 Confidentiality. The forms and results of the pre-employment medical review and examination will be treated confidentially, kept separate from the regular personnel files, and made available only to the Executive Director, Authority's attorneys, and other Authority officers who have a clear business reason to know the information. The forms and results will not be released to anyone else without the consent of the applicant or by court order.

4.9.11 Applicability and Exemptions. This policy will apply to all new regular Authority employees (unless waived pursuant to section 4.9.3). It will not apply to directors, volunteers or independent contractors.

4.10 Introductory Period

4.10.1 Before employing a person as a regular employee, the Authority will employ that person as an introductory employee for a period of 90 days. The introductory period is a step in the Authority's hiring process. It allows the introductory employee and the Authority an opportunity to determine if this is the right job for this person and the right person for the job. The Authority will use the introductory period as part of its hiring process to continue its

assessment of an applicant for a regular employment. The introductory employee's supervisor will prepare a written performance evaluation for the employee just prior to the expiration of the introductory period.

4.10.2 At any time during the introductory period, the introductory employee or the Authority may terminate the employment relationship with or without cause, without complying with the procedures set forth in chapter 8, without recourse to the grievance procedure set forth in chapter 9, and without prior notice. The Executive Director will provide written notice of termination to the introductory employee.

4.10.3 Completion of the introductory period will not alter the at-will nature of employment. Following satisfactory completion of an introductory employee, the employee's employment status will remain at-will; however, termination of employment will be subject to the procedures set forth in chapter 8 and the employee may utilize the grievance procedure in chapter 9.

4.11 Employee Performance Evaluation

An employee's supervisor will prepare an annual written performance evaluation for each regular employee. Performance evaluations may also be prepared at any other time the Executive Director or the employee's supervisor deems it appropriate. All performance evaluations become a permanent part of the employees' records. Upon completion of the performance evaluation, a meeting will be held between the employee and his or her supervisor to discuss the employee's performance and to assist in developing the employee's maximum potential within Authority service. The employee will have the right to attach his or her comments to the performance evaluation and will place it in his or her personnel file.

Chapter 5 Temporary Employees

5.1 General

The Authority may hire temporary employees from time to time as needed. In cases of emergency, the Executive Director may hire a temporary employee or employees and without complying with the ordinary hiring process. The Executive Director will determine the terms and conditions of each temporary employee's employment. A temporary employee may serve on an on-call, as-needed basis, or may be hired for a specific project or period of time.

5.2 Special Rules

The following policies will apply to temporary employees: (a) they will have no right to, or expectation of, re-employment after the term of such temporary employment; (b) they will serve at will and be terminable at any time, with or without cause; (c) their term of employment will cease when the Executive Director determines there is no longer a need for such temporary employees; (d) they will receive no employee benefits other than wages, except as otherwise required by law; and (e) chapters 8 and 9 will not apply to temporary employees.

Chapter 6 Employment Hours, Leaves, Vacations & Holidays

6.1 Hours of Work

6.1.1 Authority office hours and normal full-time working hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, each particular job position may have a daily and weekly hourly work schedule that may differ from that of the normal office hours. These hours also may change due to the seasonal nature of the work. Therefore, each job description will state the regular hours of work; however, the Authority reserves the right to make reasonable changes with reasonable notice to accommodate emergencies and/or changes of workload due to changing conditions. The regular scheduled workweek will not exceed 40 hours per workweek. The Authority workweek will begin at 12:01 a.m. on Sunday morning and end at 12:00 Midnight on Saturday night each week, unless otherwise determined by the Executive Director.

6.1.2 Employees are required to take a 30-minute lunch break and a 15-minute rest period for every four hours worked. The rest periods will be paid time and counted as hours worked. The lunch breaks will be unpaid time and not counted as hours worked.

6.2 Payroll Administration

6.2.1 The Authority pay period will be a two-week period of time from Friday through Thursday of the second week. The Authority payday will be the Friday at the beginning of each pay period (which will cover pay for the preceding pay period). The Executive Director will appoint a payroll administrator to administer the payroll and maintain payroll and related records. The Authority will make proper payroll deductions and withholdings as required by law, for employee benefits or as requested by the employee and approved by the Authority. Any change of residence address or other payroll information should be reported immediately to the payroll administrator. Any questions on the Authority payroll should be directed to the payroll administrator.

6.2.2 The Authority will garnish wages as required by appropriate federal or state agency or court order. If an employee believes that his or her wages have been improperly garnished, he or she should advise the payroll administrator and contact the federal or state agency or court that issued the garnishment order.

6.2.3 Employees terminating employment with the Authority will receive their final paycheck at the next regularly scheduled payday, unless the resignation, layoff or termination occurs after the last cutoff date for the current payroll, in which case they will receive their final paycheck at the next regularly scheduled payday.

6.3 Overtime

6.3.1 Overtime must be authorized in advance by the Executive Director. Overtime will be authorized only in those instances when it is essential to the continued operation of the Authority. Overtime is defined as hours worked in excess of 40 hours in a workweek. The

following positions are exempt from overtime benefits: Executive Director and Finance and Administrative Services Officer, Senior Project Manager, and Water Efficiency Program Manager.

6.3.2 Any non-exempt employee who is required to work more than 40 hours in a workweek will receive overtime pay at the rate of one and one-half (1½) times the employee's regular rate of pay. Paid time off for vacations, sick leave, holidays, and compensatory time off (CTO) will be treated as hours worked for purposes of determining overtime. A full day of any such leave will be deemed eight hours worked, and hours treated as worked for a partial day of such leave will be based on actual hours of leave. An employee who works on a holiday will be deemed, for purposes of overtime, to have worked one and one-half (1½) times the actual hours worked.

6.3.3 Employees will be compensated for overtime only if the overtime was authorized in advance by the Executive Director or his or her designee. Overtime will be compensated in the form of overtime pay, unless the employee signs a consent in substantially the following form authorizing compensatory time off in lieu of overtime pay: "I hereby knowingly consent to compensation for overtime in the form of compensatory time off in lieu of overtime pay. This consent will remain in effect until withdrawn or superseded by me in writing."

6.3.4 CTO accruals will not exceed 120 hours for regular full-time employees or the pro-rata equivalent for regular part-time employees. All CTO must be approved in advance by the Executive Director. Scheduling of CTO must be done in a manner consistent with the Authority's operational requirements. The Executive Director may require that an employee take CTO at a specific time without prior notice.

6.3.5 Call-Out. If an employee is called out after his or her normal work hours, he/she will be paid overtime for all time worked during this call-out, with a minimum of two hours for any call-out time.

6.4 Authorized Leave of Absence

A regular employee may be allowed up to 30 days unpaid leave of absence without pay for acceptable reasons upon the prior approval of the Executive Director. Prior to taking a leave of absence under this section, the employee will have first exhausted all of his or her accrued vacation and compensatory time off. If the leave is requested because of medical reasons, then the employee also will have first exhausted all of his or her accrued sick leave. An employee who is granted a leave under this section will not accrue any vacation or sick leave benefits during the period of leave, but will be entitled to maintain any health, medical or life insurance provided by the Authority so long as the employee pays his or her proportionate share of the premium(s) while on leave.

6.5 Unauthorized Leave

Any employee, who is absent for three working days without being on sick leave, vacation leave or other authorized leave of absence, will be deemed to have automatically resigned his or her employment with the Authority. An unauthorized absence for a part of the day constitutes an unauthorized absence for an entire day. Nothing in this section will limit the Executive Director's authority to discipline or dismiss an employee due to an unauthorized

absence. An employee terminating employment in the manner described in this section will be considered to have voluntarily resigned his or her Authority employment.

6.6 Holidays

6.6.1 The Authority observes the following standard holidays and provides all regular employees time off with pay at their normal rate of pay:

New Year's Day (January 1)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Friday after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)

Two annual floating holidays to be used at the employee's discretion, subject to the Executive Director's approval (which will not be unreasonably withheld). The floating holidays must be used within the calendar year; they will not carry over to a subsequent year and employees will not be paid for unused floating holidays.

6.6.2 The Authority may, at its discretion, require an employee to work on a scheduled holiday and provide pay in lieu of time off. Any regular employee who is required to work on an Authority holiday will be compensated at the rate of two and one-half times the employee's regular rate of pay. All other employees required to work on an Authority holiday will be compensated at their regular rate of pay for actual time worked.

6.6.3 Any holiday which falls on a Sunday will be observed on the following Monday. Any holiday which falls on a Saturday will be observed on the preceding Friday.

6.6.4 When a regular day off of any regular employee whose work schedule is other than Monday through Friday falls on a holiday, then, at the Executive Director's discretion, the employee will be provided with (1) a day off with pay on the day preceding or succeeding the holiday, or (2) eight hours of compensatory time off.

6.6.5 Holidays with pay will be provided for the first 30 consecutive calendar days of any leave with pay. Holiday with pay benefits will not be provided during any unpaid leave of absence or after the first 30 consecutive days of any leave with pay.

6.7 Vacation Leave

6.7.1 The Authority provides benefits to eligible employees to enable them to take paid time off for rest and recreation. The Authority believes this time is valuable for employees in order to enhance their productivity and to make their work experience with the Authority personally satisfying.

6.7.2 All regular full-time and regular part-time employees are eligible to accrue and take vacation with pay as provided in this policy. No additional vacation time will accrue for hours worked in excess of 40 hours per week. Vacation begins accruing on the first day of the pay period following the date of hire. The Executive Director may provide vacation leave to a new employee if deemed necessary to attract a desirable new-hire. Such discretionary award shall not exceed the amount of vacation leave to which the new-hire was entitled in previous employment. In such a case, vacation leave will not increase until indicated by the vacation schedule herein. Regular full-time employees earn paid vacations according to the following schedule:

- 0 through 5 years...0.0461 hours of vacation per hour worked = 96 hours per year (12 days/year)
- 6 through 10 years ...0.0654 hours of vacation per hour worked = 136 hours per year (17 days/year)
- 11 through 15 years...0.0846 hours of vacation per hour worked = 176 hours per year (22 days/year)
- 16 through subsequent years...0.0962 hours of vacation per hour worked = 200 hours per year (25 days/year)

6.7.3 Vacation for regular part-time employees will be accrued on the same hourly basis as regular full-time employees.

6.7.4 No vacation will be taken during an employee's first six months of employment unless approved by the Executive Director. If employment terminates prior to completing six months of employment, the Authority will pay the employee his or her vacation accrual.

6.7.5 Employees cease to accrue vacation hours in excess of a maximum of 45 days (i.e., 360 hours, or the pro-rated amount for part-time employees). The Authority does not compensate employees for accrued vacation in excess of 360 hours (or the pro-rated amount for part-time employees). On termination of employment, the employee will be paid all accrued but unused vacation at the employee's regular rate of pay at the time of his or her termination.

6.7.6 Vacation will accrue during days actually worked and for the first 30 consecutive calendar days of any leave with pay. Vacation will not accrue during any unpaid leave of absence or after the first 30 consecutive calendar days of any leave with pay. An employee is not permitted to borrow on future accrual of vacation benefits.

6.7.7 On termination of employment, the employee will be paid all accrued but unused vacation at the employee's regular rate of pay at the time of his or her termination. No employee will receive pay in lieu of vacation except upon termination of employment.

6.7.8 All vacations must be approved in advance by the Executive Director. Scheduling of vacations is to be done in a manner consistent with the Authority's operational requirements.

6.7.9 If an Authority holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday.

6.8 Sick Leave

6.8.1 Sick leave with pay is a protection granted in circumstances of adversity and to promote the health of the individual employee. It is not an earned right to time off from work except as specified in this policy and is not to be confused with vacation or other types of leave. It is a benefit to be exercised only under appropriate circumstances. When used judiciously, sick leave benefit accruals provide the employee a cushion in the event the employee encounters a major or catastrophic illness or injury.

6.8.2 Paid sick leave will be granted by the Authority for the following reasons: the employee is physically or mentally unable to perform his or her duties due to an illness, injury or medical condition of the employee; the absence is for the purpose of obtaining professional diagnosis or treatment for a medical or dental condition of the employee; or, the absence is for other medical reasons of the employee, such as pregnancy or obtaining a medical, dental or vision examination. The employee also may use up to one-half of his or her annual sick leave in order to attend to an illness or medical, dental and vision appointments of the employee's child, stepchild, legal ward, parent, step parent, legal guardian, spouse or registered domestic partner, or a child of the employee's registered domestic partner. The improper use of sick leave benefits (e.g., using it as vacation time) may result in disciplinary action, up to and including termination.

6.8.3 Paid sick leave will not be granted by the Authority for any leave resulting from an illness or injury sustained while on leave of absence without pay.

6.8.4 Sick leave begins accruing on the first day of the pay period following the date of hire. All regular full-time employees will accrue sick leave with pay at the rate of eight hours per calendar month. All regular part-time employees will accrue sick leave with pay on a pro-rated basis as compared with regular full-time employees. Sick leave accrues on the first day of the pay period following the pay period in which the sick leave is earned. There are no partial accruals if employment is terminated before the last day of the pay period. Sick leave accruals will not exceed 480 hours for regular full time employees or the pro-rated equivalent for regular part time employees.

6.8.5 Sick leave will accrue during days actually worked and for the first 30 consecutive calendar days of any leave with pay. Sick leave will not accrue during any unpaid leave of absence or after the first 30 consecutive calendar days of any leave with pay. An employee is not permitted to borrow on future accrual of sick leave benefits.

6.8.6 Sick leave with pay may be taken as earned. Employees may utilize sick leave in increments of one-half (1/2) hour minimum. If absence from duty by reason of illness extends beyond a period of three working days, a doctor's certificate or a written statement from the

employee that he or she was, in fact, ill or injured, may be required by the Executive Director. Sick leave pay may be withheld if a satisfactory verification is not received.

6.8.7 No employee will receive pay in lieu of sick leave under any circumstances. Upon termination of employment, the employee's remaining accrued but unused sick leave will be credited to additional service credit for PERS retirement to the extent permitted under the PERS-Authority contract and PERS Law.

6.9 Coordination of Sick Leave Benefits with Workers' Compensation and Other Disability Leaves of Absence

6.9.1 Any regular employee, compelled to be absent due to injury, illness or disability covered under workers' compensation benefits, state unemployment disability, or other insured disability plan, may elect during such absence to apply accrued sick leave on a pro-rated basis to such absence and receive sick leave compensation in an amount equal to the difference between the employee's regular salary and the amount received as workers' compensation temporary disability or other disability benefits, not to exceed the amount of his or her accrued sick leave. The employee also may elect to use any accrued vacation leave and other accrued paid time off after the sick leave is exhausted.

6.9.2 For an employee who is on a leave of absence entitled to benefits under workers' compensation, state unemployment disability, or other insured disability plan, the Authority will continue to fund its share of the employee's medical and other insurance benefits during the period of time in which the employee, with the election to coordinate accrued leave under section 6.9.1, is receiving pay equal to his or her full salary. Thereafter, medical and other insurance benefits will continue during the leave only if (a) the employee pays his or her proportionate share of the premium, including the Authority's share, and (b) such continuation coverage is allowed under the terms of the particular insurance plan.

6.10 Return to Work after Illness, Injury or Disability

The Executive Director may require any employee who is absent due to illness, injury or disability to be examined by a physician selected by the Authority. The Executive Director will also have the discretion to require the employee to submit a certificate from a licensed physician upon his or her return to duty stating that the employee has fully recuperated from the illness, injury and/or disability and that the employee may perform the essential duties of his or her required job responsibilities. Until such a certificate is presented, the Executive Director will have the right to disallow the employee's return to work.

6.11 Jury Duty and Court Appearance

6.11.1 When an employee is required to serve on jury duty or is subpoenaed as a witness to appear before a court, administrative agency, public body or commission, the employee must promptly notify the Executive Director. If applicable to the court in question, employees will request the court to put them on "phone in" juror status. Employees required to serve as jurors or appear as a witness for less than a full day will spend the balance of the day at their regular Authority positions. An employee who is on jury duty or subpoenaed to appear as a witness will

receive full pay for up to two weeks, provided that they remit to the Authority all jury and witness fees, not including mileage.

6.11.2 This section will not apply to any employee who is a named party to an action unrelated to the Authority and its activities. In such cases, employees may request vacation, CTO or unpaid leave.

6.12 Bereavement Leave

The Authority provides bereavement leave with pay in the event of a death in the employee's immediate family to arrange for and attend a funeral. Bereavement leave may be up to five days as approved by the Executive Director, depending upon the distance to be traveled.

6.13 Military Duty Leave

The Authority provides military duty leave of absence without pay in accordance with applicable federal and state laws.

Chapter 7 Wages, Benefits and Salary Plan Administration

7.1 Salary and Wages

The employee salary or wages will be determined and revised from time to time by the Executive Director.

7.2 Salary Plan

7.2.1 The Authority may adopt and maintain a salary plan with certain salary ranges for each regular full-time employment position.

7.2.2 Except as otherwise provided by the Executive Director, regular employees will be employed or appointed at the lower range of the salary range for their particular employment position. Upon successful completion of the introductory period, an employee will be considered for a salary adjustment within the salary range of the position. Thereafter, on an annual basis and in connection with an employee's performance evaluation, the Executive Director will consider whether a salary adjustment is appropriate. Advancement within a salary range will not be automatic, but will be given only upon approval of the Executive Director based on merit and performance. Ordinarily, salary adjustments will not occur until after the employee has served for a period of at least 12 months.

7.3 Retirement Benefits

The Authority provides retirement benefits through the California Public Employees' Retirement System (PERS). The specific rules governing the Authority's PERS retirement plan are set forth in the Authority-PERS contract documents and applicable PERS law. The Authority pays both the employer's contribution and 100% of each employee's contribution required to be made to the RWA pension plan. The Authority's payment of each employee pension plan contribution is mandatory and cannot be opted-out of or taken as cash-in-lieu by the employee. (revised 11-13-08)

7.4 Deferred Compensation Benefits

The Authority provides a deferred compensation plan pursuant to Internal Revenue Code section 401(a). The details of the Authority deferred compensation plan are set forth in the summary plan description provided to new employees and in the plan itself.

7.5 Health Insurance Benefits

(a) Employee Health Benefits. Eligible employees receive health benefits sponsored by PERS' Health Benefits Services Division. The details of the Authority's PERS health plan are described in the health plan contract between the Authority and PERS and related documents and applicable PERS law. The Authority will pay health benefits premiums for each eligible employee and all of the employee's eligible family members up to the cost of the most expensive Health Maintenance Organization (HMO) plan offered by PERS. Under PERS policy, health benefits coverage begins the first day of the month following the date of hire. If the employee opts to enroll in a Preferred Provider Organization (PPO) or other more expensive health plan, the employee will pay the difference in cost between the most expensive HMO plan and the cost of the premiums for the chosen PPO or other health plan through a periodic payroll deduction for the cost difference.

(b) Retiree Health Benefits.

(i) Each eligible employee hired before September 1, 2007 who is covered by PERS health insurance and who has or will retire from the Authority, subject to any age and service limitations in the Authority's pension plan contract with PERS, is covered by the retiree health benefits insurance contract between the Authority and PERS approved in Resolution 1993-001. This retiree health benefit also covers the retired employee's qualified dependents. Health benefits coverage for retirees provided under this paragraph is paid by the Authority consistent with the premium formulas and available health plan options provided in the Authority's PERS health plan contract approved in Resolution 1993-001, as it may be amended from time to time.

(ii) For employees who commence employment with the Authority on or after September 1, 2007, an employee must be eligible to retire in accordance with the Authority's PERS pension plan rules and have at least five years of credited service with the Authority. Under the Authority's contract with PERS for this retiree health benefit, PERS sets the annual amount of premiums the Authority is required to pay for each retiree and his or her eligible dependents in accordance with the formula set forth in Government Code section 22893, as it may be amended from time to time. The Authority's annual required contribution toward the health benefits coverage premiums for each eligible retired employee and his or her qualified dependents will be calculated as a percentage of the total eligible cost of such coverage based on the retired employee's total credited years of qualifying service under PERS' service credit rules as determined by the following vesting schedule:

<u>Credited Years of PERS Service</u>	<u>Percentage of Authority Contribution</u>
10	50
11	55
12	60

13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

Employees with less than 10 years total PERS service and/or less than five years credited service with the Authority will not be eligible for retiree health care coverage under the Authority’s plan. Any additional health plan premiums not paid by the Authority’s contribution toward the cost of the retiree’s health benefits coverage must be paid by the retired employee. Please contact the Authority’s Finance and Administrative Services Officer for further information concerning post-retirement health benefits coverage.

(iii) Any employee of the Authority who was employed before September 1, 2007 and is covered by the health benefit described in subsection (i) of this subdivision (b) of section 7.5, will be entitled to elect coverage under the health benefit plan for new employees hired on or after September 1, 2007, which is described in subsection (ii) of this subdivision (b) of section 7.5. The Authority will provide one annual opportunity for qualified employees to make such an election at the time and in the manner as will be designated by the Authority’s Finance and Administrative Services Officer. The election of an employee to change his or her health benefits plan is irrevocable as provided in Government Code section 22893. If at any time all qualified employees have made the election provided in this subsection, the Authority will have no further obligation to offer such an election. (amended 7-12-07)

7.6 Dental Insurance Benefits

The Authority provides dental benefits through a Delta Dental Plan. The details of the Authority dental plan are set forth in the Delta Dental Plan. The Authority pays 100% of the cost for employees and all eligible family members.

7.7 Vision Insurance Benefits

The Authority provides vision benefits through a Vision Service Plan. The details of the Authority vision plan are set forth in the Vision Service Plan. The Authority pays 100% of the cost for employees and all eligible family members.

7.8 Short and Long Term Disability Insurance Benefits

The Authority provides short and long term disability benefits. The details of the Authority disability plans are set forth in the Group Insurance Plan Coverage Guide. The Authority pays 100% of the cost for employees.

7.9 Workers’ Compensation Insurance

The Authority provides workers’ compensation insurance for illnesses and injuries arising in the course and scope of employment. Each employee must report any work-related injury or illness to the payroll administrator or Executive Director at the earliest opportunity.

Appropriate forms may be obtained from the payroll administrator. The Authority reserves the right to control medical treatment as provided in the Labor Code.

7.10 Educational Assistance

With the prior authorization of the Executive Director, the Authority may reimburse an employee for the costs of job-related training and education, including tuition, books, travel and fees. After approval, a grade of “C” (or the equivalent) or better must be maintained in order to remain eligible for reimbursement.

7.11 Business Expenses

Reasonable and legitimate business expenses incurred by an employee and approved by the Executive Director will be reimbursed by the Authority in accordance with its business expense reimbursement policy (see Attachment B). For timely reimbursement, business expenses should be reported immediately after they are incurred to the Authority payroll administrator. Any incurred expenses not approved by the Executive Director will be the personal responsibility of the employee.

7.12 Benefits General

The benefits provided by this chapter will be made available only to regular full-time and part-time employees who are eligible under the terms of the particular benefit or plan, except when provided otherwise. The Authority reserves the right to modify or eliminate any benefit or plan, except as limited by law. Further information regarding any benefit or plan may be obtained from the Executive Director.

Chapter 8 Employee Discipline Policy

8.1 General Policy

8.1.1 Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct do not meet Authority standards, the Authority will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline, up to and including dismissal.

8.1.2 The rules set forth below are intended to provide employees with fair notice of what is expected of them. These rules, though, cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the Authority, other employees, or the public, may also result in disciplinary action.

8.1.3 The discipline procedures in this chapter represent guidelines that the Authority believes are generally appropriate to govern employee conduct. They are not, however, absolute rules. The Authority retains discretion to determine what constitutes proper disciplinary action and procedure in each individual situation.

8.1.4 The listed grounds for disciplinary action and disciplinary action procedures will not be construed to alter the at-will nature of employment or to require the Authority to show “good cause” for termination. The listed grounds for disciplinary action are intended to inform employees about appropriate standards of conduct and the disciplinary action procedures are intended to provide an organized procedure for the Authority to follow when imposing discipline or terminating an employee.

8.2 Initiation of Disciplinary Action or Dismissal

Disciplinary action or dismissal may be initiated by the Executive Director on his or her own initiative, or upon written recommendation to the Executive Director by the employee’s supervisor.

8.3 Nature of Disciplinary Action

Disciplinary action may consist of termination, suspension without pay, demotion, reduction in pay, written reprimand, or oral reprimand.

8.4 Grounds for Disciplinary Action

The Authority reserves the right to terminate an employee at any time. All Authority employees are at-will employees who serve at the pleasure of the Authority. The following list of causes for disciplinary action is included in this Handbook for illustrative purposes only. The publication of this list does not confer a right to be disciplined only for “good cause.” The Authority may discipline an employee for any reason it deems sufficient. Grounds for disciplinary action include, but are not limited to, the following:

8.4.1 Fraud in securing employment with the Authority, giving false or misleading information on an application form;

8.4.2 Unauthorized absence;

8.4.3 Conviction of a felony or misdemeanor, which is of a nature to adversely affect the employee’s ability to perform the duties and responsibilities of his or her employment, which tends to bring discredit to the Authority, or which results in imprisonment;

8.4.4 Conduct unbecoming an employee in public service, tending to bring discredit to the Authority;

8.4.5 Disorderly or immoral conduct;

8.4.6 Incapacity due to mental or physical disability;

8.4.7 Incompetence or inefficiency;

8.4.8 Insubordination;

8.4.9 Intoxication while on duty;

8.4.10 Use of an illegal drug or other controlled substance on duty or at a time or in a manner that impairs the employee’s ability to perform his or her job;

8.4.11 Neglect of duty;

8.4.12 Negligence of, willful damage to, waste of, or unauthorized use of Authority's supplies, equipment or premises;

8.4.13 Failure to follow safety instructions or directions;

8.4.14 Unauthorized use of Authority equipment for personal use;

8.4.15 Theft;

8.4.16 Violation of any Authority employment policy; and

8.4.17 Any other conduct that adversely affects the operation of the Authority, the health, safety, welfare of Authority employees or others, or the safety of Authority property.

8.5 Notice to Employee of Disciplinary Action/Dismissal

8.5.1 Except for oral reprimands, written reprimands, and suspensions without pay of one day or less, in all situations involving a disciplinary action against a regular employee who has completed his or her introductory period, a notice will ordinarily be provided to the employee either personally or by regular or certified mail at the last known address on file with the Authority.

8.5.2 The notice will include the following:

8.5.2.1 The statement of the nature of the intended disciplinary action or dismissal;

8.5.2.2 A statement of the ground(s) for disciplinary action;

8.5.2.3 A statement in ordinary and concise language of all specific facts or omissions upon which the causes of the intended action are based;

8.5.2.4 A statement that copies of all documents and other materials which support the proposed action are available for examination at the Authority office, and

8.5.2.5 A statement advising the employee that he or she may respond orally or in writing to the notice prior to the decision on the intended disciplinary action or dismissal. Any response should be directed to the Executive Director and must be made within 10 working days of the date of the notice.

8.6 Suspension Prior to Disciplinary Action/Dismissal

Prior to the effective date of any disciplinary action or dismissal, the Executive Director may suspend with pay the affected employee if the Executive Director determines such suspension is necessary to protect the health, safety and welfare of the residents or other employees of the Authority. The rights and benefits provided to an employee so suspended will not otherwise be affected.

8.7 Decision of Executive Director on Intended Disciplinary Action

Prior to a decision on any intended disciplinary action, the Executive Director may consider any written response timely submitted by an employee and may meet with any employee who has timely requested to be orally heard. Such a meeting should take place within five working days of the date of the request. The Executive Director will make a good faith effort to render a decision within 10 working days after such meeting, or the last day to submit a response, whichever is later. The decision will be effective the day that it is made and the affected employee will be informed of the decision either personally or by mail at his or her last known address on file with the Authority.

8.8 Effect of Suspension

After the effective date of any disciplinary action resulting in a suspension without pay, employee and employer contributions to benefits will be continued during the period of the suspension.

8.9 Effect of Termination

Upon the effective date of termination, the Authority will cease to provide any benefits for the employee except as otherwise may be required by law.

8.10 Appeal from Decision to Implement Intended Disciplinary Action or Dismissal

Appeal procedures are established for regular employees as guidelines for personnel administration, and confer no procedural rights. A regular employee may appeal a decision to implement a disciplinary action. The regular employee will file a notice of appeal with the Board within 10 working days of the effective date of the decision. The notice of appeal will state the name of the employee, the date and nature of the decision appealed, and the ground(s) of the appeal stating all specific facts or omissions upon which the appeal is made. The Board will hold a hearing not later than 60 days from the date of filing the appeal, unless otherwise agreed to by the parties. After the hearing, the Board will affirm, reverse or modify the decision of the Executive Director. The decision of the Executive Director will not be stayed or delayed pending an appeal before the board. If the Board reverses or modifies the decision, it may in its discretion award back pay.

8.11 Failure to file Notice of Appeal

If a regular employee fails to file a notice of appeal within the time specified, the disciplinary action will become final without further action.

Chapter 9 Grievances

9.1 Purpose of Grievance Procedures

The grievance procedures set forth in this chapter are designed to resolve grievances informally and to provide an orderly procedure for such resolution. A grievance means any good faith and reasonable complaint of one or more employees or a dispute between the Authority and one or more employees involving the terms or conditions of employment. An employee must use this grievance procedure in order to present any grievance or complaint to the Board of

Directors. An employee will not take any grievance or complaint directly to the Board or any director without first having processed the grievance through this procedure.

9.2 Time Limits

Each person involved in a grievance will act quickly so that the grievance may be resolved promptly. Each person will make every effort possible to complete action within the time limits contained within these grievance procedures; however, the other parties involved may agree to extend the time limits.

9.3 Presentation of Grievance

An employee or employees may present a grievance by submitting a written grievance to the Executive Director within seven days after the event or events that resulted in the grievance. The written grievance will state the date and nature of the grievance, the specific facts and/or omissions upon which the grievance is based and the other bases for the employee's complaint. The grievance will be personally discussed between the grievant and the Executive Director. Within seven days after meeting to discuss the grievance, the Executive Director will provide a written decision to the grievant.

9.4 Appeal

If the grievant is not satisfied with the decision rendered by the Executive Director, the grievant may appeal the decision in writing within seven days to the Board of Directors. If the grievant does not appeal the decision to the Board in writing within seven days from the date of the Executive Director's decision, the issue will be considered settled. The appeal will state the date and nature of the grievance, and will state all specific facts or omissions upon which the appeal is based. At its next available regular meeting following the filing of the appeal, the Board will have a meeting with the grievant and/or his or her representative. After considering the matter, the Board will issue a decision concerning the employee's appeal. The grievant will be notified in writing of the Board's decision. The decision of the Board of Directors will be final.

Chapter 10 Separation and Reinstatement

10.1 Layoff

10.1.1 The Authority may lay off employees in accordance with the provisions of this chapter for any of the following reasons:

- 10.1.1.1 Necessity based on lack of funds or work;
- 10.1.1.2 Advisable in the interest of economy to reduce the Authority staff; or
- 10.1.1.3 Return of another employee with greater seniority from leave of absence.

10.1.2 Regular employees laid off will be placed on a re-employment list for the classifications in which they were last employed.

10.1.3 There will be two types of layoff: permanent or limited/short term. A limited/short term layoff is a situation where there is a lack of work because of weather, or breakdown of equipment, etc., which could last from one or two days, up to 30 calendar days. If the Authority requests an employee to take such limited/short term layoff, he or she will be able to use accrued vacation time and compensatory time off (CTO) for this purpose. The Authority will be reasonable and fair when imposing the limited/short term layoffs with reference to classifications of employees and seniority within classifications. A permanent layoff is a situation where the layoff is expected to last at least more than 30 days.

10.2 Notices

At least 30 calendar days before the effective date of a permanent layoff, the Executive Director will file notice of the intended action with the reasons for the action. A copy of such notice will be provided to the affected employees. Prior notice is not required for a limited/short-term layoff.

10.3 Order of Layoff

No regular employee will be laid off until all regular employees whose last recorded performance ratings are unacceptable and all temporary employees have been laid off. Other regular employees will then be laid off in the inverse order of their seniority with the Authority.

10.4 Resignation

10.4.1 An employee wishing to leave the Authority in good standing will give at least ten working days notice of such intention and will file with the Executive Director a written resignation stating the effective date and reasons for leaving. The ten working day notice may be waived by the Executive Director. Failure to comply with this rule will be entered on the service record of the employee and may be cause for denying future employment with the Authority.

10.4.2 The resignation will be filed in the permanent records with a statement by the Executive Director as to the resigned employee's service performance and any pertinent information concerning the cause of the resignation.

10.5 Reinstatement Following Resignation

Upon request of the Executive Director, an employee who has resigned in good standing and with a good record may be permitted to be reinstated to his or her former position, if vacant, or another position for which the former employee is qualified.

Appendix A

INJURY AND ILLNESS PREVENTION PROGRAM

RESPONSIBILITY

The Injury and Illness Prevention (IIP) Program administrator, Edward Winkler has the authority and the responsibility for implementing and maintaining this IIP Program for the Regional Water Authority.

Managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program. A copy of this IIP Program is available from each manager and supervisor.

COMPLIANCE All workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all workers comply with these practices include one or more of the following checked practices:

- ✓ Informing workers of the provisions of our IIP Program.
- ✓ Evaluating the safety performance of all workers.
- _____ Recognizing employees who perform safe and healthful work practices.
- ✓ Providing training to workers whose safety performance is deficient.
- ✓ Disciplining workers for failure to comply with safe and healthful work practices.

COMMUNICATION

All managers and supervisors are responsible for communicating with all workers about occupational safety and health in a form readily understandable by all workers. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal.

Our communication system includes one or more of the following checked items:

- _____ New worker orientation including a discussion of safety and health policies and procedures.
- _____ Review of our IIP Program.
- _____ Training programs.
- _____ Regularly scheduled safety meetings.
- _____ Posted or distributed safety information.
- _____ A system for workers to anonymously inform management about workplace hazards.

- ✓ Our establishment has less than ten employees and communicates with and instructs employees orally about general safe work practices and hazards unique to each employee's job assignment.

HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer in the following areas of our workplace:

Periodic inspections are performed according to the following schedule:

1. When we initially established our IIP Program;
2. When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace;
3. When new, previously unidentified hazards are recognized;
4. When occupational injuries and illnesses occur; and
5. Whenever workplace conditions warrant an inspection.

ACCIDENT/EXPOSURE INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Interviewing injured workers and witnesses;
2. Examining the workplace for factors associated with the accident/exposure;
3. Determining the cause of the accident/exposure;
4. Taking corrective action to prevent the accident/exposure from reoccurring; and
5. Recording the findings and actions taken.

HAZARD CORRECTION

Unsafe or unhealthy work conditions; practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered; and
2. When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers who are required to correct the hazardous condition shall be provided with the necessary protection.

TRAINING AND INSTRUCTION

All workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided:

1. When the IIP Program is first established;

2. To all new workers, except for construction workers who are provided training through a construction industry occupational safety and health training program approved by Cal/OSHA;
3. To all workers given new job assignments for which training has not previously provided;
4. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
5. Whenever the employer is made aware of a new or previously unrecognized hazard;
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
7. To all workers with respect to hazards specific to each employee's job assignment.

General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIP Program.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting techniques.
5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.
7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
8. Proper reporting of hazards and accidents to supervisors.
9. Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.
10. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.

RECORDKEEPING

We have checked one of the following categories as our recordkeeping policy.

_____ Category 1. Our establishment has twenty or more workers or has a workers' compensation experience modification rate of greater than 1.1 and is not on a designated low hazard industry list. We have taken the following steps to implement and maintain our IIP Program:

1. Records of hazard assessment inspections, including the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the action taken to correct the identified unsafe conditions and work practices, are recorded on a hazard assessment and correction form; and

2. Documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, type(s) of training, and training providers are recorded on a worker training and instruction form.

Inspection records and training documentation will be maintained according to the following checked schedule:

_____ For one year, except for training records of employees who have worked for less than one year which are provided to the employee upon termination of employment; or

_____ Since we have less than ten workers, including managers and supervisors, we only maintain inspection records until the hazard is corrected and only maintain a log of instructions to workers with respect to worker job assignments when they are first hired or assigned new duties.

_____ Category 2. Our establishment has fewer than twenty workers and is not on a designated high hazard industry list. We are also on a designated low hazard industry list or have a workers' compensation experience modification rate of 1.1 or less, and have taken the following steps to implement and maintain our IIP Program:

1. Records of hazard assessment inspections; and
2. Documentation of safety and health training for each worker.

Inspection records and training documentation will be maintained according to the following checked schedule:

_____ For one year, except for training records of employees who have worked for less than one year which are provided to the employee upon termination of employment; or

_____ Since we have less than ten workers, including managers and supervisors, we maintain inspection records only until the hazard is corrected and only maintain a log of instructions to workers with respect to worker job assignments when they are first hired or assigned new duties.

-
- ✓ Category 3. We are a local governmental entity (county, city, district, or and any public or quasi-public corporation or public agency) and we are not required to keep written records of the steps taken to implement and maintain our IIP Program.

ACCIDENT/EXPOSURE INVESTIGATION REPORT

Date & Time of Accident:

Location:

Accident Description:

Workers Involved:

Preventive Action Recommendations:

Corrective Actions Taken:

Appendix B

Business Expense Reimbursement Policy

In determining the eligibility of incurred expenses for reimbursement, the principle applied is that the employee will neither lose nor profit by incurring expenses while on Authority business. An employee who has received direction or authorization by either the Executive Committee or the Executive Director to attend a conference, meeting, seminar, workshop or other event, that is mutually beneficial to the employee and the Authority may incur expenses that will be reimbursed by the Authority. In such cases, the following guidelines will be applied to determine eligibility of the incurred expenses for reimbursement by the Authority:

- 1) Requests for reimbursement will be submitted on the form provided by RWA together with a detailed expense report for each reimbursable event, on a monthly basis, or when determined appropriate by the Executive Director, and will include the information required to make the reimbursement conform to an “Accountable Plan” under IRS regulations. Credit card slips and other cash receipts will be attached whenever possible. Reports should be received within thirty-five days of the event, or close of each month when filing on a monthly basis.
- 2) Reasonable business expenses for meals, lodging, parking, tolls, phone calls, fax and tips will be reimbursed. IRS requires that the business purpose of the function be noted.
- 3) Reimbursement will be made for the following up to the maximum limit set by the annual budget or RWA policy, provided that reimbursement will not be provided for expenses that exceed the limitations allowed in an Accountable Plan. Such limits may not be exceeded without prior approval:
 - a) registration, hotel, airfare and/or mileage, parking and meals for authorized conferences and meetings for which there is a specific assigned responsibility.
 - b) airfare reimbursement will be based upon actual expenditures for coach class fares; and
 - c) mileage will be reimbursed at the current IRS rates.
- 4) RWA pays no expenses for a spouse or guests, or for expenses unrelated to approved conference or meeting activities.
- 5) Expense reports will be submitted and reviewed for approval and consistency with this policy by the Executive Director prior to reimbursement.
- 6) The Executive Director will have discretion to determine the meetings and conferences that may be attended within California that are related to RWA activities.

- 7) Other meetings that may be attended for which reimbursement will be provided include the following: (a) conferences, seminars and other meetings of the Association of California Water Agencies, including the ACWA D.C. conference in Washington D.C.; and conferences of the American Water Works Association; and (b) other meetings that are related to RWA activities that have been approved by line item in the RWA-approved budget, or that have otherwise been approved by the Executive Committee.
- 8) The person attending will report (including a brief discussion of the substance of the matters discussed) to the Executive Director and/or the Executive Committee on a conference attended for which RWA provided reimbursement of expenses.
- 9) The Executive Director will report to the Executive Committee on upcoming conferences for which RWA will be reimbursing expenses.

Acknowledgement of Receipt Form

I have received my copy of the Regional Water Authority Employee Handbook. I understand and agree that it is my responsibility to read, familiarize myself with, and comply with the policies and procedures contained in the Handbook. I acknowledge that all employment with the Authority is “at will,” meaning that both the employee and the Authority have the right to terminate employment at any time with or without advance notice, and with or without cause. I also understand that the Authority reserves full discretion to add to, modify, or delete provisions of this Handbook and other employment policies, procedures, work rules or benefits, at any time and without advance notice. I understand that no individual other than the Authority Board of Directors has the authority to modify or amend this Handbook or to enter into any employment contract. Any such modification or amendment to my employee contract must be in writing and, for employment contracts, signed by me (employee) and the Authority Board Chair.

Dated: _____

Employee Signature

Print Name