

Part 3 HUMAN RESOURCES

Chapter 1 General Manager

Article 1 – Powers, Compensation and Duties

1.1 General Powers

The General Manager is the chief executive of the District and has the power and authority set forth in this code, the Municipal Water District Law of 1911, and all other applicable state laws, and shall exercise all executive, administrative and ministerial powers not specifically reserved to the Board or by law or this Code to any other officer.

1.2 Hiring and Compensation of the General Manager

The recruitment and appointment of the District's General Manager shall be based on a competitive selection process. Qualified internal and external candidates from both private and public sector are encouraged to apply. To ensure a successful recruitment, the process shall be initiated at least four (4) months prior to a General Manager vacancy.

At the start of the recruitment process, the Board will review and approve the General Manager's position description. The Board will endorse basic criteria to guide the recruitment process including a competitive salary and benefits, and qualifications of ideal candidates which include:

1. A bachelor's degree in civil engineering, public or business administration, or related field;
2. At least five (5) years of progressively responsible administrative and executive management experience in the operations and management of a public or private water and/or wastewater service provider or an equivalent combination of training and experience; and
3. Proven leadership in working collaboratively with state and local governments, strong fiscal knowledge, public policy background, and an established record of successful board collaboration.

The Board President will appoint the following individuals to an Ad Hoc Selection Panel (Ad Hoc):

1. Three Board members;
2. One Metropolitan Water District Member Agency Manager;
3. One Metropolitan Water District Assistant General Manager; and

4. One Central Basin Municipal Water District Member Agency Manager or other water-industry professional.

With the assistance of the Human Resources Department, the Ad Hoc will secure an executive recruiter in accordance with the District's procurement policy. In order to select a qualified executive recruiter, the Ad Hoc will review the qualifications of at least three (3) executive recruitment firms and recommend one firm for Board approval.

The sole responsibility of the Ad Hoc is to recommend qualified candidates for consideration by the Board. As part of this responsibility, the Ad Hoc will review qualifications of applicants, interview final candidates and work with the recruiter to recommend at least three (3) qualified candidates for the Board to interview. The Ad Hoc will have no authority to negotiate or select a candidate.

Interviews by the Board will be scheduled and conducted in accordance with the Brown Act and this Code.

During the recruitment process, the following ethical and communication guidelines will be adhered to:

1. The Ad Hoc and Members of the Board are to have no contact with prospective candidates or candidates, except in interviews arranged for the Ad Hoc and/or Board of Directors as part of the recruitment process.
2. The executive recruiter and the Ad Hoc Chair will provide updates to the Board on a regular basis about the Ad Hoc's activities and the status of the recruitment process. However, individual candidates will not be discussed with the Board until the Ad Hoc makes its recommendation on qualified candidates.
3. All public inquiries on the recruitment process will be referred to the District's website where a timeline of recruitment deadlines and events will be posted. No other public statements will be made by the Ad Hoc or the executive recruiter.

Once the recruitment process concludes, and a selection is made by the Board, the Board President will appoint a negotiator to work with the executive recruiter, the Human Resources Director, and General Counsel to present a benefits and compensation offer to the final candidate. All compensation and the General Manager's contract will be approved in open session at a regularly scheduled Board meeting in accordance with the Brown Act.

The General Manager shall be paid a salary commensurate with the responsibilities of the chief executive established by contract. The General Manager's contract will be negotiated on the basis of salary and not on the basis of other benefits, such as retirement plans. The General Manager shall participate in the benefits at the same level as District Senior Manager positions.

1.3 Authority and Duties

The General Manager is responsible to the Board for the administrative affairs of the District. The General Manager shall:

- (a) Prepare and recommend a budget and staff reports to the Board to carry out the administrative obligations of the District.
- (b) Have the authority to appoint, promote, transfer, alter compensation and job duties, demote, place on administrative leave with or without pay, suspend and terminate subordinate employees.
- (c) Maintain a Human Resources system, including, but not limited to:
 - (1) All official employment-related documents, such as employment applications, position descriptions, annual evaluations, commendations, disciplinary actions, and individual personnel files containing all official employment-related documents.
 - (2) Salary ranges, classification system if any and benefit schedules for employee positions.
 - (3) Have the authority to retain the services of legal counsel in matters of employment litigation or personnel issues, subject to approval by the Board.
- (d) Submit rules and regulations for contracting, purchasing, storing, distributing, or disposal of supplies, materials, and equipment to the Board for approval and adoption on an as-needed basis.
- (e) Maintain or cause to be maintained, individual records for District assets reflecting date of purchase, original cost, depreciation term, and method of depreciation.
- (f) Supervise and manage the day-to-day operations of the District, and report on such operations to the Board.
- (g) All claims against the District in amounts of \$10,000 or less may be approved, rejected, or settled by the General Manager in the manner in which the General Manager deems appropriate. The General Manager shall notify the Board of Directors of all claims served upon the District. The General Manager shall timely notify and tender any appropriate and respective insurer of the receipt of a claim made against the District.

1.4 Emergency Powers

- (a) The General Manager may declare an emergency if the General Manager determines the District's ability to provide service is jeopardized by sudden catastrophic events. If an emergency exists, the General Manager may exercise the additional powers set forth in this section.
- (b) As soon as feasible, the President of the Board of Directors, if unavailable, the Vice President, shall convene an emergency meeting of the Board to review the General Manager's determination.
- (c) The General Manager may purchase supplies, material, equipment and labor as necessary to repair damage to facilities of the District caused by sudden catastrophic events. The General Manager shall maintain good and accurate records of purchases made under the authority of this Section.

1.5 Termination of General Manager and Appointment of Successor

Effective January 25, 2016, the termination of the General Manager will require a four-fifths (80%) vote. Thereafter, all hiring and terminations of General Managers will be by majority vote.

Chapter 2 General Manager Vacancy

Article 1 – Acting General Manager

1.1 Acting General Manager

- (a) The General Manager shall designate a member or members of Senior Management to act on the General Manager's behalf during his or her absence.
- (b) The individual so designated shall act in the name of the General Manager, except when empowered by law or in writing by the Board or the General Manager to act on their own.

Chapter 3 District Counsel

Article 1 – Position Authorized

1.1 Position Authorized

The Board shall engage an attorney and/or law firm by resolution or contract to serve as General Counsel to advise and counsel the District on legal matters. The resolution of

appointment of the General Counsel shall include a fee schedule on either a retainer or billable hour basis for transactional or litigation work. General Counsel shall:

- (a) Submit advice or opinion to the Board or General Manager when requested by the Board or General Manager.
- (b) Review and comment on matters in written or oral form.
- (c) Review notices, agendas, resolutions, ordinances, agreements, contracts and supporting materials in advance of meetings as directed by the General Manager or Board.
- (d) Attend meetings of the Board unless excused by the President of the Board.
- (e) Attend committee meetings on request of the General Manager or Committee Chair.
- (f) Attend other business meetings as requested by the General Manager.
- (g) Attend to any other legal matter as authorized by the Board or as directed by the General Manager in an emergency before a regular Board meeting.

When authorized by the Board, the General Counsel shall represent the District and its officers in their official capacity in all actions at law or in equity, and special proceedings, for or against said District, or in which it may be legally interested, or for or against said Board or any officer of said District, in his official capacity. If such a matter requires a response before a regular Board meeting, the General Counsel shall protect the interests of the District before further Board action. General Counsel shall submit a written report to the Board on such matters. The report shall describe the matter, evaluate the District's position, and offer an action plan and preliminary budget.

Chapter 4 Equal Employment Opportunity, Anti-Harassment and Anti-Retaliation

Article 1 – Equal Employment Opportunity – Discrimination, Harassment and Retaliation Prohibited

As an equal opportunity employer, the District is committed to a policy of non-discrimination in all aspects of the employment relationship. The District does not discriminate against employees or applicants encompassing all aspects of religious belief, observance, and practice, on the basis of race, religious creed, (including religious dress and grooming practices), color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, pregnancy, childbirth and pregnancy-related medical conditions, breastfeeding or medical conditions related to breastfeeding, gender identity (including transgender status), gender expression, age, veteran status, military status, sexual orientation, citizenship status, height and weight, holding or presenting a driver's license issued under section 12801.9 of the Vehicle Code, or any other characteristic or trait not listed above made unlawful by state, federal or other applicable law. All such discrimination is unlawful. Discrimination is also prohibited on the basis of a perception that a person has any of the above characteristics or traits, or that the person is associated with a person who has, or is perceived to have, any of the above characteristics or traits.

The District prohibits the harassment of, or discrimination against any employee, as well as the harassment of non-employees whose employers maintain a business relationship with the District, on any of the bases listed above. The District also prohibits retaliation against any individual for reporting or opposing discrimination, harassment, or retaliation, or filing a complaint, testifying, or assisting in any proceeding relating to harassment, discrimination or retaliation. Any employee who violates the District's equal employment opportunity policy will be subject to discipline, up to and including immediate termination.

It is also the District's policy to provide reasonable accommodations for otherwise qualified disabled employees and applicants, including those temporarily disabled by pregnancy, childbirth, or related medical conditions, and to provide reasonable accommodations for the religious practices and observances of employees, except where doing so will result in an undue hardship. To this end, the District will participate in a timely, good faith, interactive process with disabled employees or applicants to determine what reasonable accommodation(s), if any, can be made in response to a request for an accommodation to assist the individual in performing the essential functions of his or her existing or prospective position. Human Resources should be contacted regarding any request for a reasonable accommodation. The District prohibits retaliation or other discrimination against any individual for requesting an accommodation, regardless of whether the request is granted. This policy applies to all phases of the employment relationship, including recruitment, hiring, training, promotion, compensation, benefits,

transfer, social and recreational programs, termination of employment and reemployment.

Article 2 – Anti-Harassment Policy

2.1 General Prohibition Against Harassment

The District is committed to providing a workplace free of harassment because of sex (which includes, but is not limited to, sexual harassment, gender harassment, and harassment due to pregnancy, childbirth, breastfeeding, or related medical conditions), race, religious creed, (including religious dress and grooming practices), color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity (including transgender status), gender expression, age, veteran status, military status, sexual orientation, citizenship status, height and weight or any other basis protected by state, federal or other applicable law. All such harassment is unlawful. The District strongly disapproves of and will not tolerate harassment of employees, interns, or volunteers by managers, co-workers, customers, independent contractors, vendors or other non-employees in the workplace. Similarly, the District will not tolerate harassment of customers, independent contractors, vendors, or other non-employees with whom the District has a business, service, or professional relationship, by managers, co-workers, independent contractors, vendors, or other non-employees in the workplace.

Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance by creating an intimidating, hostile or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, the following: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, and pictures, drawings, or cartoons based upon an employee's sex (including those based on sex, sexual orientation, gender, gender identity (including transgender status), gender expression, pregnancy, childbirth, breastfeeding, or related medical conditions), race, creed, color, religion (including religious dress and grooming), national origin, ancestry, age, marital status, physical disability, mental disability, medical condition, citizenship status, veteran status, military service status, height and weight or any other basis protected by state, federal or other applicable law. Employees that engage in harassing conduct will be subject to discipline, up to and including termination.

2.2 Prohibition Against Sexual Harassment

Sexually harassing conduct in particular includes all of the prohibited actions described in section 2.1, above, as well as other unwelcome conduct such as propositions or requests for sexual favors, conversation containing sexual comments, unwanted comments about a person's body or dress, leering, unwanted touching, exposing others to a person's private parts, exposing others to obscene or indecent language, gestures, or images, and unwanted sexual advances.

Such harassing conduct may include, but is not limited to, the following behavior:

1. **VERBAL HARASSMENT** – Verbal harassment such as jokes, epithets, slurs, negative stereotyping, and unwelcome remarks about an individual's body, color, physical characteristics, appearance, or talents, references to employees as "honey," "doll," or "sweetheart," questions about a person's sexual practices, and patronizing terms or remarks; harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to any specific individual, but taking place within the hearing of other employees;
2. **VISUAL HARASSMENT** – Visual harassment such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings and gestures, display of sexually suggestive or lewd objects, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual because of a protected characteristic, that is placed on walls, bulletin boards, or elsewhere on the employer's premises or circulated in the workplace;
3. **PHYSICAL HARASSMENT** – Physical harassment such as physical interference with normal work, impeding or blocking movement, assault, unwelcome physical contact, staring at a person's body, and threatening, intimidating or hostile acts that relate to a protected characteristic;
4. **THREATS AND DEMANDS** – Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
5. **RETALIATION** – Retaliation for having reported or threatened to report harassment.

Participation in sexually harassing conduct will subject the employee to discipline, up to and including termination.

2.3 Sexual Harassment Prevention Training Policy

As part of the District's commitment to provide a harassment free workplace, the District provides and requires training for all manager and supervisors on sexual and all other forms of prohibited harassment and abusive conduct after six months of commencing employment with the District and thereafter at least once every two years.

2.4 Application of Harassment Policy

The District's policy prohibiting harassment of any kind, including sexual harassment, applies to all employees, interns, volunteers, and agents of the District, and prohibits harassment of employees, interns, and volunteers in the workplace by any person, including non-employees. The District's policy further prohibits employees, interns, and volunteers from sexually harassing third parties, such as suppliers, independent contractors, District Directors and others doing business with the District.

Article 3 – Reporting Harassment, Discrimination or Retaliation

Any incident of work-related harassment, discrimination, or retaliation, by District personnel or any other person, to a supervisor or any other person, should be reported promptly to the Director of Human Resources as soon as possible after the incident. The complaint should include details of the incident or incidents, names of the individuals involved and names of witnesses. A person is not required to complain to the Director of Human Resources if he or she believes that the Director of Human Resources is in any way a party to the perceived harassment, discrimination or retaliation, but may instead report the harassment to the Director of Administration & Board Services.

Every reported complaint of harassment, retaliation, or discrimination will be investigated fairly, thoroughly, and promptly. All parties will be provided with appropriate due process and the District will reach reasonable conclusions based on the evidence collected. Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged harassment, discrimination, or retaliation; interviews of anyone who is alleged to have committed the acts of harassment, discrimination, or retaliation to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged harassment, discrimination or retaliation. The complaint process and investigation will be documented and tracked for reasonable progress, and will be handled in as confidential a manner as possible consistent with a full, fair and proper investigation. The Director of Human Resources (or Director of Administration & Board Services), or his or her designee, is responsible for the investigation and will notify the complaining employee of the results of the investigation. The District will ensure timely closure of the complaint process and investigation. In keeping with the District's anti-retaliation policy, the District will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint of harassment, discrimination or retaliation.

In the case of District employees, if harassment, discrimination, or retaliation has occurred, the District will discipline the offender. Disciplinary action for a violation of this policy can range from, among other things, verbal or written warnings, suspension without pay, and immediate termination from employment, depending upon the circumstances. The District may impose discipline for inappropriate conduct that comes to its attention without regard to whether the conduct constitutes a violation of law or even a violation of

this particular policy. In the event of harassment, discrimination or retaliation by an individual who is not employed by the District, the District will take whatever corrective action is appropriate under the circumstances.

All employees have a personal responsibility to conduct themselves in compliance with this policy and to report any observations of harassment, discrimination, or retaliation, to the Director of Human Resources or the Director of Administration & Board Services.

Finally, discrimination, sexual harassment and harassment based on a legally protected status and retaliation for opposing discrimination, harassment, or retaliation or participating in investigations of such harassment, discrimination, or retaliation, or in proceedings or hearings conducted by state and local Equal Employment Opportunity (“EEO”) agencies, including the California Department of Fair Employment and Housing (“DFEH”) or Equal Employment Opportunity Commission (“EEOC”), are illegal. In addition to the internal process for investigation and resolution, an employee has the right to complain to the DFEH at the state level and the EEOC on the federal level. To contact the DFEH, consult your local telephone directory under state government offices. To contact the EEOC, consult your local telephone directory under U.S. government offices. These agencies have the power to order reinstatement and other remedies and to award monetary damages.

Employees who have any questions concerning this policy should contact the Director of Human Resources, or, in the case of a perceived conflict of interest, the Director of Administration & Board Services.

Chapter 5 Employees

Article 1 – Approval of Labor Budget and Compensation

As part of the annual budget process, the General Manager shall recommend to the Board the allocation of the total funds, if any, required for salary adjustments, performance-based, and salary-range adjustments for recruitment and retention purposes. The Board shall review and approve the General Manager’s proposed labor budget and employee classifications and positions. The General Manager shall thereafter have the authority to modify positions and organizational structure as necessary during the fiscal year to accomplish District business within the budget approved by the Board. The General Manager shall also have the authority to design and implement annual compensation programs within the District’s resources in order to retain and recognize excellence in fulfilling District business and service goals.

Article 2 – Assignment of Positions

District employees are placed in their positions as a result of an internal and/or external competitive process. Final appointment for Senior Manager positions, which include the Director of Administration & Board Services, Finance Director, Engineering and Operations Manager, Director of Human Resources, Director of Technology, Director of External Affairs, Special Projects Manager – Engineering & Operations, and Water Resources Manager, is made by the General Manager based, in part, upon the recommendations of an interviewing panel. The interviewing panel must, at a minimum, include a member of the Human Resources department, one other Senior Manager and an employee of another water agency.

Chapter 6 General Terms and Conditions of Employment

Article 1 – Right to Change or Amend Policies and Benefits

This Administrative Code is intended to reflect the District's policies as of the date it is enacted. The District, however, expressly reserves the right to alter the policies and benefits discussed herein as well as the general terms and conditions of employment with the District. This Code does not constitute an enforceable contract, and is subject to amendment, modification or deletion by the District at any time. Nothing in this Code precludes the District from altering employee benefits and salaries.

Article 2 – Commencement of Employment

2.1 At-Will Employment at the Pleasure of the District

Pursuant to and consistent with Water Code sections 71340 and 71362, all employment with the District is at the pleasure of the Board and/or the General Manager, meaning that all such employment is at-will. This means that employment with the District is for no definite period, and that both employees and the District have the right to terminate employment at any time, with or without advance notice, and with or without cause. Employees also may be demoted or disciplined and, with the exception of the District's at-will employment policy, the terms of their employment may be altered at any time, with or without cause, at the discretion of the District. This policy of at-will employment supersedes all previous and existing policies and practices. No one other than the Board has the authority to change this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any such change must expressly alter an employee's at-will employment status and must either be in a code adopted by the Board (such as the express adoption of a civil service system pursuant to Water Code section 71307) or be contained in a writing authorized by and signed on behalf of the Board and also signed by the affected employee. No other statement, document, conduct, policy or practice can alter an employee's at-will employment status with the District.

2.2 New Hiring Screening

After the District has determined a job applicant meets the minimum employment qualifications for a position and has made a conditional offer of employment to the applicant, all applicants will be required to undergo a criminal background check. The District will consider for employment qualified applicants with criminal histories in a manner consistent with the law.

In screening a potential new hire, unless otherwise required by law, the District will not seek from any source, ask an applicant to disclose, consider, or utilize as a factor in determining any condition of employment, any information or record concerning: (1) an arrest or detention that did not result in conviction; (2) a referral to, and participation in, any pre-trial or post-trial diversion program; (3) a conviction that has been judicially dismissed or ordered sealed pursuant to law; (4) an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of juvenile court law; and, (5) a non-felony conviction for possession of marijuana that is two or more years old.

Unless otherwise required by law, in considering any conviction history information, the District will individually assess the person's fitness for the specific position, whether the applicant's conviction history has a direct and adverse relationship with the specific duties of the job, the nature and gravity of the offense or conduct, the time that has passed since the offense or conduct and/or completion of the sentence, and the nature of the job sought.

Unless otherwise required by law, if the District makes the preliminary decision that the applicant's conviction history disqualifies him/her from employment, the District will provide written notice to the applicant, including notice of the disqualifying conviction(s) that are the basis for the preliminary decision, a copy of the conviction history report, if any, and an explanation of the applicant's right to respond to the notice of the District before it becomes final and to provide evidence challenging the accuracy of the conviction history information, evidence of rehabilitation or mitigating circumstances, or both. The District will consider any additional information provided by the applicant. If the District makes a final decision to rescind a conditional offer of employment based solely or in part on an applicant's conviction history, the District will notice the applicant in writing.

District Policy is that employment background checks will not include consumer credit reports, which are reports by a consumer credit reporting agency bearing on a consumer's credit worthiness, credit standing, or credit capacity, except in instances in which the position for the person for whom the report is sought is: (1) a senior management or exempt managerial position; (2) a position for which the District is required by law to obtain or disclose such information; (3) a position that involves regular access to the combined bank or credit card account information, social security numbers, and dates of birth for others; (4) a position in which the person is or would be a named signatory on the employer's bank or credit card account, or authorized to transfer money or enter into

financial contracts on the District's behalf; (5) a position that involves access to confidential or proprietary (trade secret) information; or (6) a position that involves regular access to \$10,000 or more of cash or more of the District or any of its customers during the workday. Even for these positions, the District reserves the right to determine which are subject to consumer credit report investigations, and will also provide specific written notice to persons for whom such reports are sought. In using credit reports for employment purposes, the District will comply with all applicable state and federal laws.

Additionally, after the District has made a conditional offer of employment to an applicant, all applicants will be required to undergo drug and alcohol screening. In some instances, the drug and alcohol screening is a requirement imposed pursuant to the administration of federal (or other governmental) grants and/or contracts. In such instances, the District will notify applicants who are subjected to drug and/or alcohol testing pursuant to a grant or contract of the particular obligations under the specific grant or contract.

2.3 Reimbursement of Interview Costs

The General Manager, in his or her sole discretion, may reimburse applicants for expenses incurred in connection with an interview with the District. Such reimbursement is contingent upon the applicant providing the District with proper verification and receipts, documenting his or her expenses. The District will only reimburse applicants for the following limited expenses: 1) coach/economy airfare; 2) auto mileage per Internal Revenue Service (IRS) rate; 3) reasonable expenses for meals; 4) overnight stay where necessitated by the timing of the interview; and 5) airport transit.

2.4 Verification 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, and must also complete the Employment Eligibility Verification Form I-9, swearing that they have a right to work in the United States. All offers of employment are therefore conditioned upon an individual's ability to furnish appropriate proof of his or her identity and legal right to work in the United States and proper completion of a Form I-9. To the extent that the District may receive information bringing an employee's right to work lawfully in the United States into question, the District also reserves the right to follow up as may be necessary to comply with its obligations under the law.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal. The District will not discriminate, retaliate or take any adverse action against an employee because the employee updates his or her personal information.

Article 3 – Employment Classifications

3.1 Full-time Employees

An Employee who is regularly scheduled to work at least 40 hours per week for an indefinite period is referred to as a full-time employee. This shall also include those employees who work an alternative work schedule (i.e. 9/80 work schedule). All personnel policies apply to full-time employees. Full-time employees are generally eligible for all District benefits, subject to the terms, conditions and limitations of each benefit program or plan.

3.2 Part-time Employees

An employee who is regularly scheduled to work less than 40 hours per week for an indefinite period is referred to as a part-time employee. With the exception of paid sick leave, part-time employees who work less than 20 hours per week are not eligible for many District benefits, including vacation. Part-time employees who work a minimum of 30 days or more, regardless of number of hours per week will be entitled to paid sick leave as set forth in Section 12.18. Part-time employees who are regularly scheduled to work 20 or more hours per week are eligible for benefits. Part-time employees who work 1,000 hours or more in any one fiscal year are eligible for enrollment in the California Public Employees' Retirement System (CalPERS). Part-time employees should contact Human Resources to determine their eligibility to participate in the various benefit programs offered by the District.

3.3 Temporary Employees

Temporary employees are those who hold jobs of limited duration and who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Temporary employees generally will not be hired for a period of longer than 120 days. Employment beyond any initial period does not change an employee's status as a temporary employee. A temporary employee remains in that status unless and until notified in writing of a change in status. With the exception of paid sick leave, temporary employees are ineligible for District benefits, including paid vacation, unless such benefits are required by State or Federal law. Part-time and temporary employees who work for 30 days or more will be entitled to paid sick leave as set forth in Section 12.18. Temporary employees who work 1,000 hours or more in any one fiscal year are eligible for enrollment in the California Public Employees' Retirement System (CalPERS). For all purposes, temporary employees shall be classified as non-exempt employees.

3.4 Leased Workers and Independent Contractors

The District may on occasion use the services of persons supplied by temporary-personnel agencies and may enter into agreements with independent contractors. Leased workers are workers assigned to work at the District through a leasing organization, including all workers assigned to work at the District through temporary employment agencies. A leased worker can be classified as exempt or nonexempt and can work any number of hours, either part-time or full-time. Leased workers are employees of the

leasing organization and not of the District, and are not entitled to any benefits from the District, regardless of whether they might be considered common law employees or borrowed employees for any purpose. The District has a policy, however, of requiring any leasing organization, including any temporary employment agency, with which it does business to provide workers' compensation benefits and any other benefits required by law to its leased employees. Similarly, independent contractors and their employees and subcontractors, if any, are also not employees of the District, and are not entitled to any benefits from the District, regardless of whether they might be considered common law employees or borrowed employees for any purpose. Leased workers and independent contractors remain in that status unless and until notified in writing of a change in status.

3.5 Exempt/Nonexempt Status

In compliance with the requirements of the Fair Labor Standards Act (FLSA), all District positions are classified as either "exempt" or "nonexempt." Exempt employees are those employees whose job assignments meet FLSA requirements for an overtime exemption. Exempt employees are generally compensated on a salary basis and are not eligible for overtime pay. Exempt employees are required to work as many hours as necessary to complete the assigned task without additional compensation. Nonexempt employees are generally paid on an hourly basis and are entitled to overtime pay for hours worked over forty (40) in a workweek.

Article 4 – Hours and Compensation

4.1 Working Hours

The District's normal operating hours are from 7:30 a.m. to 5:30 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. every other Friday.

Employees are scheduled to work a 9/80 schedule, which consists of:

1. Monday through Thursday, the regular work shift is 7:30 a.m. to 5:30 p.m. with the exception of a one hour lunch period.
2. Friday, the regular work shift of eight (8) hours is 8:00 a.m. to 5:00 p.m. with the exception of a one hour lunch period.
3. Work shifts other than described above may be established with the express written approval of the General Manager.

The District reserves the right to modify work schedules in order to accommodate business needs. Each employee's direct manager will inform him or her of his or her specific work schedule and of any schedule changes as far in advance as possible.

Employees may not change their own schedules without prior written approval from their manager.

4.2 Attendance

Punctual and regular attendance is an essential job requirement. Employees are therefore expected to be at work as scheduled and to arrange personal matters around working hours. Employees are also expected to return from their breaks and meal periods on time. Except in an emergency, employees must have advance permission to leave work before they are regularly scheduled to do so.

Although employees are expected to be at work on time, the District understands that this is not always possible. If an employee is unable to report to work as scheduled for any reason, he/she must notify his or her manager as early as possible, but in no case later than 30 minutes before the employee's shift is scheduled to begin. Employees must notify their manager of the reason for their absence and when they expect to return to work. If the employee's manager is not available, the employee should leave a message and call back later to speak directly with the manager. Failure to notify the manager of the intent to be tardy or absent may result in disciplinary action, up to and including termination. If the employee's manager is unavailable, he or she should contact Human Resources. An employee who is absent from work for three consecutive scheduled workdays without notifying the District or having someone on his/her behalf notify the District of his or her intent to be absent shall be deemed to have abandoned his/her position and have voluntarily resigned.

4.3 Meals and Rest Periods

Nonexempt employees who work more than five hours per day may take one unpaid meal period of one (1) hour. Nonexempt employees that work 10 or more hours in a day may also take a second unpaid meal period of one (1) hour. Employees are relieved from their work duties during unpaid meal periods, may leave their workstations, and may generally leave the District's premises.

Employees are expected to take their meal period between 11:30 a.m. and 1:30 p.m. on Mondays through Thursdays, and between 12:00 p.m. and 2:00 p.m. on working Fridays, in order to minimize interruptions to business operations. Nonexempt employees working on Fridays are not permitted to take their meal period before 12:00 p.m. on Fridays without the express written approval of their manager. Employees are also expected to resume work promptly at the end of their scheduled meal period. The District may, however, require employees to work during meal periods, including requiring them to attend training at a designated location, in which case nonexempt employees will be paid for the time during which they are required work, along with any resulting overtime.

Subject to the scheduling requirements of the District, nonexempt employees may also take one paid 15-minute rest break for each four hours worked. Rest breaks may not be

accumulated or taken at the beginning or end of a workday; nor may rest break periods be combined with an employee's meal period. The District encourages employees to take their rest breaks. In extenuating circumstances and to the extent that the District's schedule does not permit a nonexempt employee to take a paid rest period at a particular time, the rest period is lost, and the employee will not be provided with a makeup rest period or any additional pay.

Rest periods include time taken at an employee's workstation to make or receive a personal telephone call, eat a snack, attend to personal business or otherwise "relax." Employees who take their breaks without leaving their workstation should be considerate of other employees in the surrounding area and should maintain a professional atmosphere. Employees are expected to begin and conclude rest periods within the timeframe allotted.

4.4 Lactation Accommodation

The District will provide reasonable break time for employees desiring to express breast milk during work hours. This break should run concurrently with any other rest periods already provided where practical. For example, employees may express breast milk during the 15-minute paid rest periods described above. However, if it is not possible to express milk during the already-provided breaks, the District will provide a separate, unpaid break time. In addition, the District will provide employees use of a private room or location that is not a restroom, which is in close proximity to the employees' work area, for use in expressing milk.

4.5 Compensation

A. Setting Employee Compensation Levels

The pay level for each job is set based on an analysis of the job's requirements and the market rates for comparable jobs in the District's geographic area and shall be set at the District's sole discretion. The pay level shall be set by a salary range whereby the minimum and maximum pay rate for each position is established. The District will review salary ranges every three years by conducting compensation surveys prior to the budget review period. Salary ranges for positions will be based on an analysis of salaries paid for similar positions at comparable districts in Southern California. Upon approval by the Board of Directors salary ranges may be adjusted by a percentage increase equivalent to the applicable consumer price index (CPI) or by a greater amount as approved by the Board. The District will comply with all applicable laws regarding pay equity. Any discrepancies in pay for substantially similar work will be based on bona fide business factors other than sex. The District encourages employees to immediately report any wage discrepancies possibly based on sex for prompt and careful consideration and will not retaliate against employees for raising pay equity concerns.

B. Compensation Maximums

Should the base pay rate of an employee's current position exceed the maximum of the assigned and established base pay rate range of that position, the employee's current base pay rate shall be "held" until such time as the maximum of the base pay rate range exceeds that "held" base pay rate. The District does not grant lump-sum payouts to employees who exceed their maximum salary range. Nor does the District grant automatic pay increases (i.e., Cost of Living Adjustments). Notwithstanding the foregoing, the General Manager shall have the authority to increase an employee's base pay rate above the maximum pay rate in an amount not to exceed five percent (5%) when such employee's pay rate is being "held" as a result of the employee reaching the maximum amount of the pay rate range for their position.

C. Overtime

From time-to-time, employees may be required to work overtime where necessary to complete District business. Managers will attempt to provide employees with as much advance notice as possible of any mandatory overtime. All voluntary overtime must be authorized by a manager in advance. Failure to work required overtime or overtime worked without prior authorization may result in disciplinary action, up to and including termination.

Nonexempt employees will be paid overtime for hours worked over forty (40) in a workweek in accordance with the requirements of the FLSA. Only those hours actually worked will be considered in calculating overtime pay. For example, paid or unpaid holiday, vacation, sick leave time is not considered in calculating overtime pay.

D. Payment of Salary, Performance Pay, Benefits and Employer Contributions to Deferred Compensation Pursuant to Employment Contracts

The District may, from time to time, enter into individual written employment agreements signed by the relevant employee and an authorized representative of the District. To the extent that the District does so, the District will pay any salary (or hourly compensation), performance recognition pay, employer contributions to the District's Deferred Compensation Plan established pursuant to the provisions of Section 401(a) and Section 457(b) of the Internal Revenue Code, or other employment benefits to a particular employee based on the terms of his or her particular written employment agreement with the District, subject to any limitations imposed by law and subject to any terms and limitations imposed by the relevant plan and benefit documents.

Subject to the following limitation, employees with written employment agreements with the District are subject to the general terms of this Administrative Code except to the extent that those terms are varied or supplemented by a particular written

employment agreement signed by the relevant employee and an authorized representative of the District. However, as set forth above, any change to an employee's at-will employment status must expressly alter the employee's at-will employment status and must either be in a code adopted by the Board (such as the express adoption of a civil service system pursuant to Water Code section 71307) or be contained in a writing authorized by and signed on behalf of the Board and also signed by the affected employee.

E. Timekeeping

All employees are required to submit timesheets that accurately reflect actual time worked. Nonexempt employees must also accurately record the actual time they begin and end work each day, any time taken for a meal period, and any time they leave work for reasons unrelated to District business.

In addition, both exempt and nonexempt employees should record on their timesheets any time taken off of work, including time spent on jury duty, vacation and sick time. Any required documentation (i.e. jury duty certificate, doctor's note, etc.) should be submitted along with the employee's timesheets.

Consistent with applicable law, exempt employees will be paid for any week in which they perform any work except where a deduction for time off is permissible under applicable law.

Employees must sign their timesheet to certify the accuracy of all time recorded therein. All timesheets must then be submitted to the employee's manager for review and approval. Completed and signed timesheets are to be turned in to the Budget & Finance Department by 12:00 p.m. on the last Wednesday of the pay period or earlier if requested. Employees that falsify their timesheets will be subject to disciplinary action, up to and including termination.

F. Pay Periods

All District employees are paid on a biweekly basis, 26 times per calendar year. Employees receive their wages for each biweekly work period on the first Wednesday following the completion of each biweekly pay period, or, if that day is a holiday, the first preceding business day. Each December, a calendar of payday for the following year will be distributed.

The workweek consists of forty (40) hours in a seven-day period commencing exactly four hours after the start time of the employee's shift on the eight-hour Friday the employee works, and end exactly 168 hours later, at the middle of the employee's regularly scheduled day off the following Friday.

The District pays employees via direct deposit or by check. If an employee elects direct deposit, his or her wages will be deposited directly into his or her designated account. If an employee elects to be paid via check, the check should be picked

up by the employee from Human Resources or another representative designated by the District. At the employee's written request, the check can be mailed to the employee's home address. Written authorization, signed by the employee, is required to release the employee's paycheck to anyone other than the employee.

G. Payroll Advances

The District only pays employees for hours previously worked or for accrued paid vacation, sick or other paid leave time. The District does not pay in advance for work not yet performed.

H. Payroll Withholdings and Deductions

Both federal and state law require the District to make proper deductions from the employee's paychecks. The amounts withheld will vary depending on earnings from salaries, vacation allowances, bonuses, and fringe benefits; marital status and the number of exemptions claimed. These required deductions may include, but are not limited to, State and Federal Income Tax, Social Security and Medicare (FICA) and any applicable garnishments (court-ordered attachments). If elected, deferred compensation contributions (except for employer contributions, if any) will also be deducted. All amounts deducted are indicated on the employee's pay stub.

I. Temporary Assignment to a Vacant Position

On occasion, employees may be asked to assume, on a temporary basis, the responsibilities of a vacant position. For purposes of this policy, a "vacant position" is defined as: 1) an authorized position, which may be unoccupied, for which funds have been appropriated and the appointment process has been initiated; 2) an existing, occupied position for which the incumbent is on an extended leave of absence; or 3) a new, authorized position for which the appointment process has been initiated.

J. Temporary Increase in Compensation

A temporary increase in pay may be granted at the District's sole discretion to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the scope and complexity of the employee's normal job responsibilities for a period of longer than four weeks. An employee's eligibility for and the amount of a temporary increase in compensation will be determined by the District in its sole discretion, but shall not exceed 10 percent of the employee's current base pay rate. However, in the case of Senior Manager positions, the amount of a temporary increase in compensation shall not exceed 15 percent of the employee's current base pay rate. A temporary increase in compensation must be approved, in writing, by the General Manager in consultation with the Director of Human Resources.

Article 5 – Record Keeping

5.1 Personnel Records

The District will maintain a personnel file for each employee. Employees will be provided with copies of any document they sign before the original is placed in his or her personnel file. Personnel records are confidential and access to personnel records is granted only to the General Manager, to the employee's Senior Manager, legal counsel and Human Resources. Upon 24-hours written notice, any employee may review his or her personnel file in the presence of a Human Resources representative.

The District will disclose information contained in an employee's personnel file to persons employed by anyone other than the District only under the following circumstances:

- (a) In response to a subpoena, court order or order of an administrative agency;
- (b) To a governmental agency as part of an investigation by that agency or the District's compliance with applicable law;
- (c) In a lawsuit, administrative proceeding, grievance or arbitration in which the employee and the District are parties, but only as required or authorized by law or required by those legal proceedings;
- (d) In connection with a worker's compensation proceeding;
- (e) To administer employee benefit plans;
- (f) To a health care provider who has obtained the appropriate release from the employee;
- (g) To first aid or safety personnel when necessary;
- (h) To independent contractors hired to address or support the District in employment management or Human Resources issues and only on a confidential need-to-know basis;
- (i) In the District's discretion, upon receipt of a written request by an employee authorizing the District to release his or her personnel files to a particular person or agency;
- (j) As otherwise authorized by law to those with a legitimate business need to review such files and consistent with the limitations of the Public Records Act or any other applicable law.

Employees will be notified of any disclosure to third parties if and when required by law.

5.2 Keeping the District Informed

Employees are required to immediately advise Human Resources of any changes in personal status including, but not limited to, changes with respect to the employee's name, marital status, entry into a domestic partnership, address, telephone number, tax withholding information and emergency contact information. Employees are also required to immediately advise Human Resources of the following events, which may impact benefits coverage for a spouse or dependents:

- (a) Divorce, legal separation, or termination of a domestic partnership;
- (b) Facts affecting a dependent's eligibility for insurance coverage (i.e., a child reaches the maximum age of 26 for coverage, is over 18 and ceases to be a full-time student or is no longer claimed as a dependent for tax purposes);
- (c) A determination is made by the Social Security Administration that the employee or covered dependent is disabled. The District must be advised of any disability determination within 60 days from the date of the written notification of a determination by the Social Security Administration.

As set forth in Article 6, below, employees must also notify the District of the existence of any conflicts of interest as defined by this Administrative Code and upon changes in family or personal relationships within the employee's chain-of-supervision.

Article 6 – Employee Conflicts of Interest

6.1 General Conflict of Interest Policy Pertaining to Employees

Employees are expected to devote their best efforts and attention to the performance of their job, to use good judgment, to adhere to high ethical standards and to avoid situations that create actual or potential conflicts between the employee's personal interests and the interests of the District or the public. If there is a question as to whether a particular relationship or activity poses a conflict of interest, the matter should be brought to the attention of Human Resources, the General Manager or District Legal Counsel.

It is critical that employees adhere to all applicable laws and regulations when conducting business on the District's behalf. In addition, employees are prohibited from using their influence or control over District affairs or any information obtained in the course of their employment with the District for their own or any third party's monetary gain. Employees shall refrain from using District time, equipment or assets to conduct personal business.

In addition to the above and with respect to the award or administration of a contract supported by federal grant or project funding, an employee of the District shall not participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when:

- (a) A District employee, officer or agent of the District,
- (b) Any member of his or her immediate family,
- (c) His or her domestic or business partner, or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

An employee of the District will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements. An employee of the District; however, may accept an unsolicited gift if the item is of nominal intrinsic value.

If an employee of the District fails to comply with the standards of conduct set forth herein, the employee may be subject to discipline as provided in this Administrative Code up to and including termination.

An employee unsure as to whether a certain transaction, activity or relationship constitutes a conflict of interest should discuss it with his or her immediate manager or the Director of Human Resources, General Manager or District Legal Counsel for clarification. Similarly, an employee who becomes aware of an actual or potential conflict of interest must immediately disclose it to both his or her immediate manager and the Director of Human Resources.

To the extent permitted by law, the District may investigate and review any perceived or alleged impropriety or conflict of interest by employees or anyone doing business with the District. The District is responsible for ensuring that the District investigates fully any perceived or direct conflict of interest.

6.2 Outside Work

Although the District expects its employees to devote their primary efforts towards their duties and responsibilities with the District, District employees may also, unless expressly prohibited from doing so by statute, ordinance, or contract, engage in outside employment subject to the prior written approval of the General Manager. Generally, outside employment will be approved if it:

- (a) Does not conflict with the employee's responsibilities at the District, including the need to work overtime or non-standard business hours if necessary;
- (b) Does not interfere with the employee's performance at the District;
- (c) Does not prove detrimental to the interests of the District;

- (d) Does not involve a conflict of interest or the appearance of a conflict of interest (such as working for a vendor); and
- (e) Does not involve the use of confidential information of the District or others.

Before an employee can serve as a paid officer, Director, employee, or advisor for another employer, including serving as a board member for another public agency, the District must first determine that accepting such a role will not result in any conflict of interest or otherwise improperly interfere with an employee's obligations to the District. Such determinations will be made by the General Manager in consultation with the Director of Human Resources and District General Counsel. Employees must therefore disclose and obtain written permission to accept outside employment prior to accepting such employment. This does not impair or prohibit employees from volunteering or serving as a volunteer, a Board member or officer for a non-profit entity, organization or body, provided that such volunteer service is uncompensated and does not otherwise conflict with the duties and responsibilities of the employee in working for the District.

Employees may not use any District-owned or leased vehicles, property or equipment to conduct business for or pursuant to their employment with anyone other than the District. While employed by the District, Employees may not work for a contractor, vendor or any other party doing business with the District.

6.3 Employment and Supervision of Relatives and Other Persons with Whom Employees Have a Close Personal Relationship

The District respects its employees' interests in maintaining family and personal relationships. Although the District does not wish to intrude on such relationships, it does desire to avoid possible conflicts of interest, perceived favoritism or advantages, or perceived sexual harassment that can result when one person involved in such a relationship reports to another person within that relationship.

Accordingly, although the District does not prohibit the hiring of an employee's family member or others with whom the employee maintains a close personal relationship, the District does not permit an employee to supervise another intimately associated individual, including a family member, domestic partner or person with whom the employee is in a dating or sexual relationship. The District may refuse to hire or place a relative or other intimately associated individual (including a domestic partner or person in a dating or sexual relationship with another employee) in a position where the potential for conflict, favoritism or harassment exists. The District may also require one individual to transfer to another position or, if there is no comparable position available, to separate from employment, in order to prevent employees who are intimately associated (including those who are related, dating, in sexual relationships or domestic partners) from working within the same direct chain-of-supervision.

Although the District does not prohibit employees from entering into familial or intimate relationships with each other, an employee who enters into an intimate relationship (including a dating, sexual, marriage, domestic partnership or familial relationship) with a person within his or her direct chain-of-supervision (or who knows that he or she is being considered for a transfer or promotion into such a position) must immediately disclose that fact in writing to the Director of Human Resources or General Manager in order to prevent any actual or potential resulting conflicts of interest, perceived favoritism or advantages or perceived sexual harassment. The details of the relationship need not be disclosed, so long as the employee discloses that he or she has an intimate, familial or close personal relationship with the individual.

For purposes of this section of this policy (Employment and Supervision of Relatives and Other Persons with Whom Employees Have a Close Personal Relationship), the term “family member” includes any person who is related by blood or marriage or individuals that are not related, but who have a close relationship that is similar to that of individuals that are related.

6.4 Political Reform Act Policy

The Political Reform Act (Government Code section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations, section 18730), which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of this District agency by reference. This regulation and the attached exhibits establishing economic disclosure categories (Exhibit “A” attached to the Administrative Code hereto as amended and approved from time to time by the Los Angeles County Board of Supervisors) and designating officials and employees (Exhibit “B” attached to the Administrative Code hereto as amended and approved from time to time by the Los Angeles County Board of Supervisors) shall constitute the conflict of interest code of this agency.

All officials and employees required to submit a statement of economic interests shall file their statements with the General Manager, or his or her designee. The agency shall make and retain a copy of all statements filed by its Board Members and General Manager, and forward the originals of such statements to the Executive Office of the Board of Supervisors of Los Angeles County.

The agency shall retain the originals of statements for all other designated positions named in the agency’s conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction (Government Code Section 81008).

Article 7 – Performance Evaluations

7.1 Purpose of the District’s Performance Evaluation Process

The District’s employee performance evaluation process provides an objective, consistent and fair way to gauge each employee’s job effectiveness.

7.2 Basic Elements of the Performance Evaluation Process

The performance evaluation process, at a minimum, includes the following basic elements. Each fiscal year, in May, employees will participate in the performance evaluation process in which the employee’s performance during the preceding year will be evaluated and the employee and his or her manager will work together to set performance and development goals for the upcoming fiscal year.

The performance evaluation process will begin with the employee’s self-evaluation of his or her own performance and preparation of written performance and development goals for the upcoming fiscal year. The employee review and goals should be submitted to his or her immediate manager and the manager evaluates the employee’s performance and reviews the employee’s proposed goals.

The manager will also review the compensation level of the employee based upon their performance, position in the salary range and market rates for comparable jobs. The District also considers its present resources and potential recruitment and retention issues. In any event, new or promoted employees starting after January 1 will generally not be eligible for a compensation review until the following annual performance evaluation cycle. In rare circumstances; however, management may, in its sole discretion, adjust compensation on a going forward basis prior to the next performance evaluation cycle for those employees that have demonstrated exceptional performance.

The manager will then review the performance evaluation, goals and any compensation adjustment with the next higher level of management for their approval. Once approved by management, the manager will discuss the evaluation with the employee and work with the employee to develop performance and development goals for the upcoming fiscal year.

Once the evaluation has been discussed with the employee and signed by all the necessary parties, the original should be given to Human Resources and a copy provided to the employee. In the event that the employee refuses to sign the evaluation, his or her manager or the Director of Human Resources should indicate in writing on the evaluation the fact that the evaluation was presented to the employee on a specific date but that the employee refused to sign the evaluation, and should then provide the original evaluation to Human Resources with a copy of the evaluation, as annotated, to the employee.

An employee who disagrees with his or her evaluation may request a meeting for reconsideration with Human Resources within three working days of receipt of the evaluation and with prior notification to the employee's manager. Human Resources will discuss the employee's request for reconsideration with the employee's manager. If Human Resources is unable to resolve the employee's concerns through consultation with the manager, the General Manager will be consulted. The General Manager will make the final decision with regard to any changes to an employee's performance evaluation.

Employees on approved, unpaid leaves of absence are ineligible for performance evaluations. A performance evaluation may be given to an employee by the manager at any time.

Article 8 – District and Personal Property

8.1 Confidential Information

Confidential information, including information contained in the personnel files of officers, the General Manager, Senior Managers and other employees of the District, relating to the District, its employees and customers should be kept confidential and should never be disclosed to third parties without the prior written consent of the District and consistent with the provisions of this Administrative Code. However, nothing in this policy is intended to prevent the District as required by law or an employee from disclosing his or her own personal compensation information or work history (including disciplinary history) only, within his or her discretion, and nothing in this policy should be construed to prohibit employees from discussing wages. In addition, confidential information should only be divulged to authorized individuals within the District on a need-to-know basis and limited to protecting the privacy rights of the affected party or parties. For the purpose of this policy, confidential information includes, but is not limited to, personnel records and employee contact information, medical records, trade secret or other proprietary information, information discussed at Closed Session meetings of the Board, and all records that are exempt from disclosure pursuant to the Public Records Act, including drafts of reports and documents protected pursuant to the deliberate process privilege. If an employee is in doubt as to whether certain information is confidential, the employee should not divulge the information and immediately discuss the situation with his or her manager, the Director of Human Resources, the General Manager or District Legal Counsel, as appropriate.

Employees, including Board members, should not make any personal copies of confidential information or otherwise take steps to preserve or record confidential information for use outside of their employment with the District. In addition, confidential information may not be removed from District premises without the express, written authorization of the General Manager. Electronic devices may not be used when reviewing Confidential Information.

Confidential information disclosed to Board members or employees or developed or obtained by Board members or employees, either directly or indirectly, in the course of their employment with the District, is the sole and exclusive property of the District. Board members and employees do not own or have any interest in such confidential information or in any files, records or documents that relate to such confidential information. Confidential information obtained during or through employment with the District may not be used by any Board member or employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. On termination of employment, whether voluntary or involuntary, all District documents, computer records, and other tangible District property in the Board member or employee's possession or control must be returned to the District immediately. Upon the return to the District of District Property in connection with termination of employment or a request of the District to return such property, employees must also delete copies of any intellectual property, programs, documents, or data maintained as electronic or software files within their possession.

8.2 Technology Use, Electronic District Business Information and Security Policy

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. District employees are reminded that, in addition to the requirements of this policy, all usage of Technology Resources is also subject to other District's policies, including those relating to the protection of confidential information and those prohibiting harassment.

A. Technology Resources and Related Definitions

"Technology Resources" consist of all electronic devices, software and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet, electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

"Business Information" consists of information generated, transmitted, received and/or stored by the District and used in the operation of the District's business. Business information includes records, data and documents generated,

transmitted, received, used, and/or stored in any form in the normal course of business (e.g., paper, electronic, audio and video recordings, and imaging media).

“Electronic District Business Information” refers to all of the District’s Business Information generated, transmitted, received, used and/or stored in electronic form, including but not limited to electronic mail, electronically transmitted faxes, telephonic stored messages, computerized word processing programs, electronic information management systems, databases, accounting and finance programs and all other software programs used in the operation of the District’s business.

B. Authorization to Use Technology Resources

Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources are authorized to access and use the necessary technology.

C. Use of Technology Resources

The District's Technology Resources are to be used by employees only for the purpose of conducting District business. Employees may, however, use the District's Technology Resources for the following incidental personal uses as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with the District's business and does not violate any District policy:

- (a) To use the telephone system for brief and necessary personal calls;
- (b) To send and receive necessary and occasional personal communications;
- (c) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; and
- (d) To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

The District assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure or misuse of any personal data or communications transmitted over or stored on the District’s Technology Resources. The District accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any

District property. The District strongly discourages employees from storing any personal data on any of the District's Technology Resources.

D. Improper Use of Technology Resources

(a) Prohibition Against Harassing, Discriminatory, Retaliatory and Defamatory Use

The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care; however, not to let informality degenerate into improper use. As set forth more fully in the District's policy against Discrimination, Harassment and Retaliation, the District does not tolerate discrimination or harassment race, color, religion, sex (including sex, gender identity (including transgender status), pregnancy, childbirth, or related medical conditions), sexual orientation, national origin, ancestry, age, marital status, physical or mental disability, medical condition (cancer-related or genetic characteristics), veteran status, victims of stalking, sexual assault or domestic violence, or any other basis prohibited by state, federal, or other applicable law, or retaliation for opposing and/or reporting such practices, or any other protected class as defined by law. Employees shall not use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, retaliatory, defamatory, obscene, indecent, or threatening or that otherwise violates District policies (e.g., sexually explicit or racial messages, jokes or cartoons).

(b) Prohibition Against Violating Copyright Laws

Employees shall not use the District's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

(c) Other Prohibited Uses

Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, in a manner contrary to the best interests of the District, in any way that discloses confidential or proprietary information of the District or third parties or for personal or pecuniary gain.

E. Ownership, Use, Storage and Treatment of District Business Information (Including District Electronic Business Information)

The District owns all District Business Information created by the District and may be the custodian of District Business Information provided to it by its customers and other third parties, regardless of whether that information is in paper,

electronic, or any other tangible form. Upon the District's request at any time for any reason, District personnel must provide to the District all District Business Information in their possession or control. District Business Information is to be used for the District's business purposes and theft or misappropriation of any District Business Information is strictly prohibited. Providing access to another person who is not authorized to have access to, review or otherwise see District Business Information is strictly prohibited.

Electronic District Business Information generated, transmitted, received and/or used while conducting District business should be stored on District systems or media in the normal course of business. If Electronic District Business Information was not created on District systems in the normal course of business, absent extraordinary circumstances, it must be either placed in an appropriate District file or transmitted to a District electronic system within forty-eight (48) hours of creation. If there are such extraordinary circumstances, best efforts must be made to place the Electronic District Business Information in District files or on District systems or media as soon as practicable.

Copying, downloading or otherwise storing Electronic District Business Information on a non-District computer or media (including retention of Electronic District Business Information in the form of electronic mail messages and attachments on telephones, personal data assistants or other similar devices) for more than thirty days is prohibited, unless there are extraordinary circumstances that otherwise require such storage. Copying, downloading or otherwise storing Electronic District Business Information on any non-District computer or media (including retention of Electronic District Business Information in the form of electronic mail messages and attachments on telephones, personal data assistants or other similar devices) except for District business purposes is prohibited.

F. District Access to Technology Resources

All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee, other than the General Manager, has authority to waive, vary or amend the District's right to access its Technology Resources.

The District has the capability of viewing electronic mail (and attachments) sent from, and received to, individual workstations and can identify associated user IDs of senders as well as recipients. The District reserves the right to do so. There is no guarantee, and employees should have no expectation, of privacy with regard to electronic mail messages sent and received on District systems.

(a) No Reasonable Expectation of Privacy

On occasion, the District may need to access its Technology Resources including computer files, electronic mail messages and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

Additionally, District employees should be aware that, to the extent that messages, communications, documents, and information created with and/or stored on the District's Technology Resources contain information relating to the conduct of the public's business and are not exempt from disclosure pursuant to applicable law, they may be subject to disclosure to members of the public consistent with the terms of the Public Records Act and other applicable law.

(b) Passwords

Certain District's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

(c) Data Collection

The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

- (1) Telephone use and voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is

password-protected, an authorized administrator can listen to voicemail messages and also reset the password.

- (2) Electronic mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.
- (3) Document use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
- (4) Internet use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

(d) Deleted Information

Deleting or erasing information, documents or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with District policy regarding retention or destruction of information.

G. The Internet and Online Services

The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. No personal use of the District Technology resources may be used for personal communications, via Facebook, Twitter, etc., except for District related activities. Under no circumstances are employees permitted to use the District's Technology Resources to gamble or to access, download or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening or that otherwise could adversely affect any individual, group or entity. The District strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with the District, and to use

such accounts at home on their own personal computer without making any reference to the District.

H. Guidelines for Social Media and Web 2.0 Use

Social Media and Web 2.0 are terms that describe Internet-based technology communication sites and tools that focus on immediacy, interactivity, user participation and information sharing. Examples of Social Media and Web 2.0 include but are not limited to blogs, video/photo posting sites, social networks, forums, and online chat sites. Use of these sites offer opportunities to communicate more efficiently through multiple sources.

Any posting, sharing, blogging and/or chatting on any social networks, Web 2.0 networks and/or websites, and/or the District's website should be done in accordance with the following guidelines.

- (a) Information should directly pertain to the District and/or its functions.
- (b) Only authorized personnel as designated by the General Manager should provide content to these sites on behalf of the District.
- (c) No personal information should be included in any content other than basic contact information.
- (d) No photographs or images of anyone who can be identified should be posted without prior written consent.
- (e) No content should include any District branding without prior approval from General Manager.
- (f) No content should include any language that is sexually explicit, lewd or obscene, racial, political, illegal or that expresses opinions or personal viewpoints.
- (g) Content that is of a commercial nature without prior approval of the General Manager.

Approval must be obtained from the General Manager prior to posting on any site on behalf or in association with the District. Consideration will be based on content and features of the particular site and/or network, benefit to the District and suitability for District purposes.

I. Monitoring

The District monitors both the amount of time spent using online services and the sites visited by individual employees. The District reserves the right to limit such

access by any means available to it, including revoking access altogether. The District, through technological tools, may also prohibit or limit access to certain websites considered inappropriate by the District or its technology provider.

J. Confidential Information

The District is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of both the District and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District's Technology Resources.

Confidential Information should not be accessed through the District's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

Employees should adhere to District's security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

K. Software Use

(a) License Restrictions

All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by any means of transmission, unless authorized in writing in advance by the Director of Technology and thoroughly scanned for viruses or other malware prior to installation.

(b) Software For Home Use

Before transferring or copying any software from a District Technology Resource to another computer or other device, employees must obtain

written authorization from the Director of Technology. It is the employee's responsibility to adhere to applicable licensing requirements, including not making or distributing copies of software to others. Upon departure from the District, it is the employee's responsibility to remove all District software from non-District computers and other devices on which District software has been installed. If an employee sells or otherwise transfers out of his or her own possession or control his or her own personally owned computer, he or she must delete all District software prior to such sale or other transfer. Please ask the Director of Technology for assistance if needed.

L. Security

The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering with or disabling any of the District's security devices will be subject to discipline up to and including termination.

To maintain the effectiveness of the District's security measures, employees should use only secure networks established by the District to access or use Confidential Information. Such information may not be downloaded, stored, or copied on any non-District equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval of the General Manager. If Confidential Information is downloaded, stored, or copied on non-District equipment or media, employee must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied on non-District equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied on non-District equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all Confidential Information they received, including any and all copies thereof. Similarly, employees may not send Confidential Information to their personal electronic mail accounts, even for work-related purposes, without prior written approval of the General Manager.

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to District management.

M. Remote Access To Technology Resources

This policy applies equally to all remote methods of accessing Technology Resources, including but not limited to access via a virtual private network (VPN).

The District may, at its sole discretion, provide certain employees with remote access systems such as a laptop, BlackBerry or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all District-provided equipment. Employees must not share network passwords or other PINs with anyone except as expressly authorized to do so by the District. As soon as an employee believes District-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must notify the Director of Technology. District-provided remote access systems should only be used for District-related business. The District may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any District-issued remote access systems to the District.

Use of public or home networks, such as unencrypted WiFi networks, can be a threat to the security and reliability of the District's Technology Resources. Accordingly, employees must only access District Technology Resources via means that are specifically approved by the General Manager.

N. Electronic Mail Guidelines

Employees are expected to use good judgment with respect to use of electronic mail ("electronic mail"). While electronic mail provides an easy manner with which to communicate, it is not appropriate to say in an electronic mail something that would never be said in person or in formal correspondence. All employees should adhere to the following with respect to use of electronic mail:

- (a) Always ask before sending an electronic mail if it is the appropriate medium of communication. When communicating about a sensitive subject, consider whether electronic mail is the appropriate medium or whether using the phone rather than electronic mail might be more appropriate (but keep in mind that voicemail is similar to electronic mail); voicemail may be stored on a computer server and may be forwarded to third parties.
- (b) Use the "front page" test. Assuming that electronic mail is the appropriate medium of communication, each electronic mail should be treated as a formal written document. Do not write anything in an electronic mail that could not be printed on the front page of the newspaper. Off-the-cuff, sarcastic or angry comments can come back to haunt the author.
- (c) Electronic mail is part of the workplace environment. Electronic mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in

communicating via electronic mail as they would communicate in person or in traditional forms of writing. Offensive electronic mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate electronic mail.

- (d) Provide context. As with other forms of communication, there is a risk that an electronic mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply electronic mail relates.
- (e) Know your audience. When sending an electronic mail, always double-check to whom the electronic mail is addressed, especially when using the "reply to all" button. Ask whether it is appropriate for each addressee to receive the electronic mail and whether sending the electronic mail to a particular addressee will result in the unauthorized disclosure of Confidential Information. If in doubt, remove the doubted addressee.
- (f) Include a subject heading in each electronic mail message that communicates to the recipient (in a few words) the exact purpose of the message.
- (g) Use a signature block at the bottom of each electronic mail messages, which consists of the employee's name, electronic mail address, telephone number and postal address.
- (h) Use caution when not officially representing the District and include the following disclaimer: "The opinions expressed in this email are my own and do not represent those of the Central Basin Municipal Water District."
- (i) Identify all communications as "privileged and confidential" when it is accurate and appropriate to do so.
- (j) Be cautious in selecting a tone for any electronic communication, remembering that one may unintentionally offend the recipient because such individual cannot see your facial expressions or hear your tone of voice.
- (k) Be aware that electronic mail may not be a private communication and that others may be able to read or access the information without your knowledge for example BCC recipients.
- (l) Do not send confidential information (i.e. social security numbers, credit card numbers, etc.) to anyone via unsecured Internet connections or electronic mail. These communications should be at the very least password protected and/or encrypted to ensure only secured access.
- (m) Electronic mail should be checked regularly.

O. Audits

The District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the District's Technology Resources may be conducted without warning at any time.

8.3 Electronic Surveillance

Employees should know that, to facilitate safety and security, the District uses electronic surveillance devices to monitor certain public areas and reserves the right to do so in other public areas as necessary. The District posts signs in public areas subject to electronic monitoring to disclose this fact.

8.4 Inspection of District Property

The District provides desks and work areas, including offices, to employees for their use during work. Although these desks and work areas are provided for the convenience of the employees, they remain the sole property of the District. Employees should understand that the District might need access to desks, work areas and the contents, effects or articles on the District premises, as well as District owned or leased vehicles and equipment. Such access is intended to insure compliance with the District's policies (including policies regarding safety and prohibited materials), access to District premises and District property, vehicles, equipment, information, records, documents, and files, and protection against the unauthorized use and removal of District property. Therefore, the District reserves the right to open and inspect employee desks and work areas, and to inspect District owned or leased vehicles and equipment, as well as any District materials and spaces at any District facility. In addition, the District also reserves the right to access at all times information and communications stored in its computer files, and on its disk-drives, and in employee voicemail boxes and electronic-mail systems. This policy applies to all employees, and employees may be subject to discipline for failure to cooperate in an inspection.

The District likewise reserves the right to inspect all articles, packages or other containers brought onto or taken from any District facility.

Prohibited materials, including weapons (unless the employee's job description specifically requires him or her to possess one at work); explosives, illegal drugs, and alcohol (other than alcohol provided at a District-sponsored event where alcohol is served) may not be brought on the District premises or placed on or in the District employee desks. Perishable items should also not be stored in desks for prolonged periods of time. Finally, the District is not responsible for any articles that are left on the District premises or that are placed on or left in the District desks that are lost, damaged, stolen or destroyed.

Article 9 – Professional Behavior in the Workplace

9.1 Appearance, Grooming and Hygiene

Employees should be sensitive to the fact that their appearance, grooming and hygiene reflects upon the public image of the District. Employees are therefore expected to dress, groom and maintain personal hygiene in a manner which presents a clean and neat professional image to the public, customers, coworkers and management, and which enhances safety, productivity and public and customer relations. This includes wearing neat, clean, work attire (including, for employees who work in an office environment, business attire) which is neither distracting nor offensive to the public or fellow employees. Management reserves the right to judge when an employee fails to meet this standard and to correct any employee violations.

9.2 Solicitation and Prevention of Harassment in the Workplace

In order to protect employees from annoyance, harassment or interference with their work, the District has adopted the following rules concerning solicitation and distribution of literature:

- (a) Non-employees are not allowed to solicit or distribute literature on District premises at any time;
- (b) Non-employees shall not be allowed to harass, yell, curse or otherwise engage in any conduct which shall disturb the peace or rightful employment activities of a District employee.
- (c) Employees are not permitted to distribute non-District related literature in work areas at any time.
- (d) Employees are prohibited from soliciting or distributing non-District related literature to other employees during their or the other employees' work time. Work time does not include time allotted for authorized rest and meal periods or any time before or after the employee's shift.

9.3 Professional Standards and Attitude

All District employees are expected to conform to exemplary ethical standards and exhibit a high degree of personal integrity at all times. To this end, the District expects all employees to:

- (a) Conduct themselves with dignity and to demonstrate respect for others;

- (b) Avoid making negative, malicious, false or derogatory statements that may damage the integrity or reputation of the District, its employees, Directors or customers;
- (c) Always consider the public interest to be paramount in carrying out their duties;
- (d) Strive to perform their duties with the highest degree of professionalism and honesty.

Failure to adhere to these standards may lead to discipline, up to and including termination.

9.4 Rules of Conduct and Disciplinary Standards

To ensure orderly operations and provide the best possible work environment, the District expects employees to follow rules of conduct that will protect the interests and safety of the District, its employees and the public. The District has established standards of conduct that it expects all employees and Board members to follow in order to assure a productive, safe, orderly and pleasant work environment.

The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules 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 District, other employees, or members of the public (including customers), may also result in disciplinary action up to and including termination of employment. By providing these examples, the District in no way restricts its discretion to terminate the employee's at-will employment.

Employees should understand that discipline is directed at the specific act, not the individual. Employees should be aware that the following actions are considered to be subject to disciplinary action, up to and including immediate termination of employment:

- (a) Unsatisfactory work quality or quantity;
- (b) Poor attitude (for example, rudeness or lack of cooperation);
- (c) Excessive absenteeism, tardiness or abuse of break and lunch privileges;
- (d) Failure to properly notify the District when unable to report to work;
- (e) Failure to follow instructions or District procedures, including violations of the Districts IT Policies, Rules and Procedures;

- (f) Failure to observe standard working schedules unless otherwise authorized;
- (g) Violation of the District's policies and rules, as set forth in this Administrative Code or elsewhere;
- (h) Failure to follow established safety regulations or engaging in conduct which creates a safety hazard;
- (i) Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a manager or member of management, or the use of abusive or threatening language toward a manager or member of management;
- (j) Interfering with the work performance of others;
- (k) Violating the District's Policy Against Harassment, Discrimination and Retaliation;
- (l) Failure to cooperate fully or provide truthful information in an investigation by the District;
- (m) Violating the District's Policy Against Drug and Alcohol Abuse;
- (n) Falsifying information on the District employment forms, reports, records, including personal absence, sickness, time sheets and work records;
- (o) Recording the work time of another employee or allowing any other employee to record your work time;
- (p) For nonexempt employees, working overtime without authorization or refusing to work assigned overtime;
- (q) Removing, copying, or using, without authority, property, records, or other materials of the District or other persons;
- (r) Unauthorized disclosure of the District's confidential information, or that of others which have been entrusted to the District;
- (s) Damaging or destroying the District's property or wasting of materials, including improper or unauthorized use of District property, computers or other electronic or technological devices;
- (t) Altercations;
- (u) Sleeping on the job or leaving the job without authorization, excluding authorized lunch or break periods;

- (v) Stating or making false claims of injury;
- (w) Unauthorized use of District equipment, time, materials or facilities, including violation of the District's Technology Use Policy;
- (x) Unauthorized possession of or use of keys, passwords or codes belonging to the District;
- (y) Smoking in the District facilities;
- (z) Dishonesty;
- (aa) Failure to return from leave;
- (bb) Foul and offensive language;
- (cc) Disrespectful behavior directed towards managers, coworkers, members of the public (including but not limited to customers), visitors or vendors;
- (dd) Possessing a firearm or weapon on District property or while conducting District business (unless the employee's job description specifically requires him or her to do so);
- (ee) Engaging in criminal conduct whether or not related to job performance;
- (ff) Failure to provide a certificate from a physician or other health care provider when requested or required to do so;
- (gg) Engaging in disreputable, unethical or illegal conduct while performing work on behalf of the District.
- (hh) Gambling on District premises or through the use of District property, including the District's Technology Resources.
- (ii) An employee who is absent from work for three consecutive scheduled workdays without notifying the District or having someone on his/her behalf notify the District of his or her intent to be absent will be deemed to have abandoned his or her position and voluntarily resigned.

9.5 Corrective Action Process

All District employees are expected to adhere to certain standards of job performance and conduct. When an employee's job performance or conduct fails to comport with the District's standards, the employee may be subject to disciplinary action, up to and including termination. Disciplinary action, including termination, will ordinarily be

preceded by one documented verbal warning, followed by a written notice if the problem persists. The District, however, reserves the right to proceed directly to a written notice or immediate disciplinary action or termination, skipping any intervening steps, whenever the District, in its sole discretion, deems it appropriate to do so under the circumstances. Employment with the District remains entirely at-will.

All disciplinary action taken against an employee must be reviewed by Human Resources. Any proposed serious discipline, including termination, demotion, suspension or a reduction in pay or benefits, must be reviewed and approved by the General Manager in advance of any such action being taken against the employee.

9.6 Media Relations

Positive relationships with the media are developed and maintained by providing accurate and helpful information to reporters in a timely manner. To ensure that information provided to the media is accurate, comprehensive, and complete, and to ensure that reporters have appropriate access to the best sources of information, a protocol for providing information to the media has been established and outlined in this policy.

Neither District employees nor Board members shall release information which is private or confidential as identified by law and Board policy or in this code.

The General Manager serves as the primary spokesperson for the District on all matters of District wide interest. The General Manager may delegate the Director of External Affairs or other designee to serve as a primary spokesperson for their areas of responsibility.

District employees are encouraged to cooperate with members of the media, yet they will need to direct inquiries through the appropriate administrative channels. All District employees shall notify the General Manager's office and the Director of External Affairs whenever they are contacted by the media.

When a District employee is contacted by a member of the media for a comment or interview on a subject related to the employee's area of expertise, the first step shall be to notify the General Manager and the Director of External Affairs of the inquiry. The General Manager and Director of External Affairs will then determine whether the employee should serve as the District's spokesperson for the particular inquiry. Should the employee be designated to serve as the District's spokesperson for the particular inquiry, the employee shall work with the Director of External Affairs to ensure that the response is accurate and factual.

In all cases, the employee shall inform the General Manager and the Director of External Affairs of the media request prior to releasing information. This policy does not restrict an employee's right to express a personal viewpoint. Nothing in this regulation is intended as a restraint on the expression of personal opinion by any employee of the District.

Article 10 – General Whistleblower Protection Policy

10.1 No Retaliation for Reporting of Refusing to Engage in Unlawful Activities

It is the District's policy not to retaliate against employees for reporting information to a government agency (including internal reports to the District) which the employee has reasonable cause to believe discloses a violation of (or noncompliance with) state or federal laws or for refusing to participate in an activity that would result in a violation of state or federal law. It is also the District's policy not to retaliate against employees for having engaged in such activities in any former employment.

It is also the District's policy not to retaliate against an employee because the employee is a family member of a person who has, or is perceived to have, reported information to a government agency (including internal reports to the District) which the family member has reasonable cause to believe discloses a violation of (or noncompliance with) state or federal laws or for refusing to participate in an activity that would result in a violation of state or federal law.

An employee who retaliates against someone in violation of this policy may be subject to discipline up to and including termination of employment. This Whistleblower Protection Policy is intended to encourage and enable employees to raise serious concerns within the District prior to seeking resolution outside the District.

10.2 Reporting Perceived Unlawful Activities (Other Than Harassment, Discrimination, Related Retaliation, or Alleged Accounting and Financial Misconduct)

Employees who believe that there has been a violation of the District's Equal Employment Opportunity, Anti-Harassment and Anti-Retaliation policy should report perceived violations in keeping with the provisions of the policy at issue. Similarly, employees who believe that there has been Accounting and Financial Misconduct should report such misconduct in keeping with the specific provision relating to such misconduct below. In all other cases, an employee who believes that the District is engaging in unlawful activity can report the perceived unlawful activity to the General Manager. If the employee believes that the General Manager has engaged in unlawful activity, then the employee can report the perceived unlawful activity to the Board President, the General Counsel, the Administration and Finance Committee, or the District ethics hotline. If an employee believes that the District's Board President or Administration and Finance Committee members are engaged in perceived unlawful activity, the employee may report the matter to the General Manager, General Counsel or the District ethics hotline. Nothing in this policy prohibits an employee from making disclosures of perceived unlawful activities or reporting a refusal to engage in unlawful activities to any government or law enforcement agency.

In keeping with California Labor Code section 1102.8, the District also posts copies of the poster entitled "Whistleblowers are Protected," which independently notifies employees of their rights under the California Whistleblower Protection Act. Employees are encouraged to review the Whistleblowers are Protected poster and may also contact Human Resources for additional information.

10.3 Investigations

Reports of perceived unlawful activities (or forced participation in unlawful activities) received by the District will be investigated thoroughly and promptly. The General Manager or his or her designee, will be responsible for the investigation. Matters that are referred to the ethics hotline will be handled by the investigating firm. The investigation will be handled in as confidential a manner as possible consistent with a full, fair and proper investigation and resolution, and consistent with any reporting requirements which may apply. The District will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint as set forth above.

10.4 Resolution of Internal Complaints

The District will investigate all complaints promptly and will take appropriate corrective action if warranted by the investigation.

Article 11 – Rules for Reporting and Investigating Accounting and Financial Misconduct

11.1 Duty to Report Accounting and Financial Misconduct to the District

It is the duty of District directors and employees to report any perceived Accounting and Financial Misconduct by others to the District's General Manager or General Counsel. A person is not required to report the allegation to anyone who he or she believes is in any way a party to the alleged violation. If an employee believes that the District's General Manager and General Counsel are each engaged in Accounting and Financial Misconduct, he or she may report the matter to the Board President, Administration and Finance Committee or the District's ethics hotline. If an employee believes that the District's Board President is engaged in Accounting and Financial Misconduct, the employee may report the matter to the General Manager, the General Counsel, the Administration and Finance Committee or the District's ethics hotline. For purposes of this policy, Accounting and Financial Misconduct include the following: (1) the misappropriation (including any unauthorized use) of District assets, including District money, equipment, labor, supplies, furniture, and equipment; (2) a claim for reimbursement of expenses which are not job-related or authorized by current policy, contracts, or Memoranda of Understanding (MOUs); (3) falsification of employee time sheets; (4) authorizing or receiving payment for goods not received or services not

performed; (5) intentional misrepresentations of information and/or entry of false data on documents (whether in electronic, paper, or in some other format) and/or computer systems; (6) forgery or unauthorized alteration, destruction, or deletion of records (whether in electronic, paper, or in some other format), including checks, promissory notes, time sheets, independent contractor agreements, purchase orders, budgets, and financial records, including unauthorized deletion or destruction of computer records; and (7) violation of the District's Conflict of Interest policies regarding the Award or Administration of Contracts. Nothing in this policy prohibits an employee from making disclosures of perceived unlawful activities or reporting a refusal to engage in unlawful activities to any government or law enforcement agency.

This policy will be interpreted consistently with the District's Code of Conduct Policy.

11.2 No Retaliation for Reporting Accounting and Financial Misconduct

It is the District's policy not to retaliate against employees for reporting Accounting and Financial Misconduct to the District and/or to other governmental and law enforcement agencies. An employee who retaliates against someone in violation of this policy may be subject to discipline up to and including termination of employment.

11.3 Investigation of Reported Accounting and Financial Misconduct

Upon receiving a report of alleged Accounting and Financial Misconduct, the person receiving the report shall inform the General Manager, General Counsel or refer the matter to the District's ethics hotline. In order of priority, the General Counsel, the General Manager, or his or her designee, or the investigating firm shall investigate the alleged misconduct. To the extent that it is necessary to involve the services of technical experts, such as accountants and/or information technology specialists, the investigator is authorized to do so. The investigation will be handled in as confidential a manner as possible consistent with a full, fair and proper investigation and resolution, and consistent with any reporting requirements which may apply. The District will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint as set forth above.

11.4 Resolution of Internal Complaints

The District will investigate all complaints promptly and will take appropriate corrective action if warranted by the investigation.

11.5 Compliance Training

In keeping with the District's efforts to prevent Accounting and Financial Misconduct at all levels of operations and to maintain and ensure internal controls in every department, after March 31, 2013, all existing and new employees will receive accounting and financial misconduct prevention training consistent with this policy as part of their new-employee

orientation. Existing employees will receive accounting and financial misconduct prevention training consistent with this policy every two years.

It is also District policy that all District Sr. Managers and those positions deemed necessary shall receive two hours of ethics training within the first six months of commencing their employment and every two years thereafter consistent with the requirements set forth in AB 1234.

11.6 Departmental Internal Controls

Each department of the District is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of Accounting and Financial Misconduct and other irregularities. Managers should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

Article 12 – Employee Benefits and Leave Policies

12.1 General Eligibility

Full-time employees, including the General Manager, are generally eligible for all benefits set forth in this article. Part-time employees and temporary employees are eligible for some, but not all, benefits. Independent contractors are not entitled to any benefits unless otherwise required by law. If an employee takes a qualified family care/medical leave or Pregnancy Disability Leave, the employee will be allowed to continue participating in any health and benefit plans in which the employee was enrolled prior to the first day of the leave, including the HRA plan, for so long as the employee is on a qualified leave. If the employee is no longer on a qualified leave, the employee will no longer be eligible for the health benefits and the HRA plan that are funded solely by the District. Such employees may, however, be eligible to continue their health benefits (not the HRA plan) at their own expense through COBRA as more fully explained below.

12.2 Group Health Plans

Current and retired full-time employees, as well as their dependents, may be eligible for medical, dental and vision health care coverage through a group health plan that has been selected and approved by the Board. Current employees become eligible for enrollment in the District's group health plans on the first day of the first month following their initial date of employment. The District shall contribute to premiums charged by the group health plan for medical, dental and vision coverage. The amount of the contribution may vary from time to time, and the District's contribution for each plan year shall be disclosed by the District in writing at the outset of the open enrollment period for the group health plan, and shall remain at the disclosed level for the plan year. The District contribution shall be at least in an amount equal to the lowest available premium for the primary enrollee (i.e., the employee or retiree), but the District may contribute up to the full premium charged by the group health plan for the primary enrollee and all dependents.

Employees should contact Human Resources to determine their eligibility for coverage, and with any questions regarding coverages and premium contributions, under the existing group health plan. Dependents of retired full-time employees may be eligible for coverage under the group health plan sponsored by the District only if they qualified as eligible dependents prior to the employees' retirement date.

12.3 Health Reimbursement Arrangement

Effective the first day of the first month following the employee's initial date of employment, eligible full-time employees will be entitled to participate in the District's Health Reimbursement Arrangement (HRA) Plan, which provides reimbursement for eligible medical, dental and vision care expenses not covered by the insurance coverage provided by the District. Only those employees that are enrolled in the District's group health insurance plans are eligible to participate in the HRA Plan. Any reimbursement made pursuant to the HRA Plan shall be reduced by the amount of reimbursement from other benefit sources so the total amount received by the member does not exceed 100 percent of the covered expenses. Retired employees, as described in the District's health insurance plans, may also be eligible to participate in the HRA Plan. Employees should contact Human Resources to determine their eligibility for coverage under the HRA Plan and the maximum entitlement to reimbursement.

12.4 COBRA Coverage

Employees and/or their dependents who may otherwise become ineligible to participate in the group health plan may be entitled to continue coverage through the group health plan under provisions of the Federal Public Health Services Act providing for continuation coverage, frequently referred to as "COBRA." Dependents have independent rights to COBRA coverage regardless of whether the employee qualifies for or elects COBRA coverage. Premiums for COBRA coverage are generally paid entirely by the employee and/or the dependent beneficiary who is receiving the benefit.

Employees who are involuntary terminated from employment with the District while receiving disability benefits and have no other source of income, may be eligible to participate in a program where the District will pay their (including dependents) COBRA premiums for up to 36 months. Once income is earned, employees and their dependents may still be entitled to COBRA coverage but the premiums become their responsibility.

Further information regarding COBRA may be obtained from Human Resources.

12.5 Employee Assistance Program (EAP)

The District provides an employee Assistance Program (EAP) for all full-time employees enrolled in the group medical insurance plan. The cost of the program is fully paid by the District.

The EAP extends a helping hand to the employees and their family with confidential services provided by professional consultants. The EAP addresses difficulties relating to family and relationships, substance abuse, legal and financial concerns, dealing with stress and emotional problems, and helps employees in developing an action plan that offers real solutions to such challenges. Employees that wish to use this benefit should contact the Human Resources Department for more information.

12.6 Flexible Spending Account (IRS Section 125 Plan)

Full-time employees are eligible to participate in the District's Dependent Care and/or Health Care Flexible Spending Account (FSA) plan. The employee may contribute up to \$5,000 per year to their Dependent Care FSA and up to \$2,500 per year to their Health Care FSA. Such contributions are to be made on a salary reduction basis. The District pays 100 percent of the administrative fees required to maintain the plan. The plan provides employees with a means of paying non-reimbursable medical and dental expenses and dependent care costs with pre-tax dollars. The FSA plan documents shall govern the administration of this program. Further information on this benefit may be obtained from Human Resources.

12.7 Long Term Care Program

The California Public Employees' Retirement System (CalPERS) provides an opportunity for employees and certain family members to obtain long-term care insurance at group rates. This program has been designed exclusively to protect California public employees and their spouses, siblings age 18 and over, parents, and parents-in-law from the potentially devastating cost of long-term custodial care. Premiums are paid entirely by the employee. Further information on this benefit may be obtained from Human Resources.

12.8 Group Life Insurance

A term Group Life Insurance Plan, fully paid by the District subject to IRS tax regulations, is provided for all full-time employees. The amount of coverage is twice the annual base salary of the employee up to a maximum determined by the plan. Insurance coverage begins the first day of the first month following the employee's initial date of employment. This benefit is in effect only while the full-time employee is employed with the District.

12.9 Disability Insurance

The District participates in an approved voluntary disability plan, and not the State Disability Insurance (SDI) program. The District provides full-time employees with Short-Term and Long-Term Disability Insurance benefits for extended illness or injury, subject to the plan document and verification process. Coverage is effective the first day of the first month following the completion of two full months of continued active employment. Premiums are fully paid by the District. Short-Term Disability benefits begin on the 15th day of disability and cover the disabled employee for up to six months (180 days). During

the first 14 calendar days of disability (benefit waiting period), the employee may draw from his or her sick time or other earned time off. If the employee is disabled beyond 180 days, Long-Term Disability coverage will be triggered. While receiving disability benefits, the employee may continue to draw from his or her sick time or other earned time off. Disability benefit payments may be reduced by other compensation received by the employee (see Plan Document).

12.10 Unemployment Insurance

The District pays 100 percent of the cost of employees' unemployment insurance benefits. Benefit eligibility is determined and paid by the State Employment Development Department.

12.11 Workers' Compensation Insurance

The District provides all employees with Workers' Compensation Insurance for work-related illness or injury. This benefit begins immediately upon hire. The District pays 100 percent of the cost of coverage. An illness or injury is work-related when it arises out of and during the course of employment. The employee is responsible for immediately reporting any injury that is work-related to his or her manager or Human Resources. The manager will coordinate with Human Resources to make any necessary arrangements for treatment.

When an employee is unable to work because of a work-related injury covered by workers' compensation, the employee may use accrued sick pay to make up the difference between the employee's regular salary and workers' compensation benefits. The employee may also use accrued sick pay during any waiting period in which workers' compensation benefits are not payable.

The District shall not discharge, threaten or discriminate in any way against an employee for filing a claim, intending to file a claim or an appeal with the Workers' Compensation Board, or receiving workers' compensation benefits.

12.12 Retirement Pension Plan

The District participates in Social Security and contracts with CalPERS for retirement benefits for its employees. Full-time employees are eligible to participate in CalPERS immediately upon hire. Other employees are eligible to participate in CalPERS once they complete 1,000 hours of work in any one fiscal year. Central Basin Municipal Water District (District) offers a defined benefit pension plan through CalPERS that provides employees with a specified benefit based on their salary levels near the end of their career and their number of years of service. CalPERS retirement benefits are funded through contributions paid by contracting employers and member contributions. CalPERS members are required to contribute a fixed percentage of their pay each month to the plan.

PEPRA prohibits employer paid member contributions (EPMC) for new members. The legislation defines a new member as an individual who becomes a member of a public retirement system for the first time on or after January 1, 2012, and who was not a member of another public retirement system prior to that date. Therefore, all employees hired as new members to the system after December 31, 2012, will be required to contribute a fixed percentage of their pay to their pension benefit plan. The employee contribution will be done on a pre-tax basis.

12.13 Employee Deferred Compensation Plan

Full and part-time employees may defer portions of their compensation on a pre-tax basis pursuant to the provisions of Section 457 of the Internal Revenue Code. The purpose of the Deferred Compensation Plan is to help provide funds for retirement. Participation in the plan is entirely voluntary. An employee may elect to participate at any time, and compensation will begin to be deferred during the next pay period. Except to the extent otherwise expressly provided for under the terms of this Administrative Code or a separate written employment contract between the District and an employee which are otherwise permitted by law and the express terms of the plan documents, this plan is fully funded by the employee through payroll deductions. Detailed information on deferred compensation is available from Human Resources.

12.14 Professional Development

In order to encourage continued learning, self-development and involvement in professional organizations, the District has established a policy to pay for certain educational and professional development costs for fulltime employees. This benefit is available to full-time employees that have completed one year of continuous employment with the District.

The District will provide payment for 100 percent of the cost of approved seminars or conferences and obtaining or renewing professional licenses, certificates and annual membership dues for professional organizations that are germane to the employee's work for the District.

With an approved educational program, the District will reimburse for up to 90% up to the total maximum reimbursement of \$9,000 in a calendar year of actual tuition costs, registration fees parking fees, required books and laboratory fees for up to six units or two classes of coursework per quarter/semester. Reimbursement amounts will not be taxed as determined under IRS Publication 970 "Tax Benefits for Education". Other miscellaneous school supplies are not reimbursable. The proposed coursework from the employee must be directly related to District business or fields of employment, including general education requirements for future career growth. Employees should contact Human Resources to determine the maximum entitlement to reimbursement.

In an effort to promote within and allow existing employees to transfer to other positions, an employee may be directed by the District to enroll in an educational or training program relating to the employee's new job responsibilities. In such instances, the District will pay 100% of the cost of attending such program, including actual application fees, tuition costs, registration fees, parking fees, required books and laboratory fees. Other miscellaneous supplies are not reimbursable. Non-exempt employees will also be paid the appropriate hourly wage for any time spent preparing for or attending such program.

Employees must complete their coursework with a minimum grade of "C" or a "Pass" where the grades are given as "pass/fail." If the employee does not complete or fails a course, the employee is expected to repeat the course at his or her own expense or reimburse the District if he/she decides not to continue with the program. Reimbursement will not be provided for audited courses. The District reserves the right to request reimbursement for employees' educational and professional development expenses at a pro-rated rate if the employee voluntarily resigns within 12 months of occurred expenses. Directors are not eligible to participate in the tuition reimbursement benefit.

Employees seeking reimbursement of expenses must complete the appropriate "Professional Development Authorization" forms, which are available from Human Resources. The proposed development program must be approved by both the Department Manager and the Director of Human Resources, in consultation with the General Manager. In addition, if the program is more than a quarter/semester, the employee must submit a summary of planned coursework for each up-coming quarter/semester to his or her Department Manager for approval prior to registering.

12.15 Other Employee-Funded Benefits

Participation of full and part-time employees in these plans is entirely voluntary. These plans are fully funded by the employee. Additional information is available from Human Resources.

12.16 Earned Vacation Benefit

The District provides vacation with pay to full-time employees only. Part-time employees regularly scheduled to work less than 20 hours per week and temporary employees do not accrue vacation. Part-time employees regularly scheduled to work 20 hours or more per week are eligible for vacation accrual on a prorated basis. Vacation accrual begins on the first day of employment. Earned vacation pay is calculated based on the employee's current base pay rate at the time the vacation is taken. Eligible employees earn vacation benefits in accordance with the following schedules:

Vacation Schedule for Senior Manager Positions

| Service Period | Accrual per Biweekly Pay Period (approximately) | Annualized Accrual |
|---|--|---------------------------|
| Beginning on the 1st day through the 5th anniversary year of continuous employment | 4.62 hours | 15 days (120 hours) |
| Beginning on the 1st day of the 6th anniversary year through the 10th year of continuous employment | 5.23 hours | 17 days (136 hours) |
| Beginning on the 1st day of the 11th anniversary year of continuous employment and thereafter | 6.15 hours | 20 days (160 hours) |

Vacation Schedule for All Other Full-Time Positions

| Service Period | Accrual per Biweekly Pay Period (approximately) | Annualized Accrual |
|--|--|---------------------------|
| Beginning on the 1st day through the 5th anniversary year of continuous employment | 3.08 hours | 10 days (80 hours) |
| Beginning on the 1st day of the 6th anniversary year through the 10th year of continuous employment | 4.62 hours | 15 days (120 hours) |
| Beginning on the 1st day of the 11th anniversary year through the 12th year of continuous employment | 4.92 hours | 16 days (128 hours) |

| | | |
|--|------------|---------------------|
| Beginning on the 1st day of the 13th anniversary year through the 14th year of continuous employment | 5.23 hours | 17 days (136 hours) |
| Beginning on the 1st day of the 15th anniversary year of continuous employment and thereafter | 6.15 hours | 20 days (160 hours) |

Vacation Schedule for All Other Part-Time Positions

| Service Period | Accrual per Biweekly Pay Period (approximately) | Annualized Accrual |
|--|--|---------------------------|
| Beginning on the 1st day through the 5th anniversary year of continuous employment | 1.54 hours | 5 days (40 hours) |
| Beginning on the 1st day of the 6th anniversary year through the 10th year of continuous employment | 2.31 hours | 7.5 days (60 hours) |
| Beginning on the 1st day of the 11th anniversary year through the 12th year of continuous employment | 2.46 hours | 8 days (64 hours) |
| Beginning on the 1st day of the 13th anniversary year through the 14th year of continuous employment | 2.62 hours | 8.5 days (68 hours) |
| Beginning on the 1st day of the 15th anniversary year of continuous employment and thereafter | 3.08 hours | 10 (80 hours) |

Employees on an extended leave of absence of more than four weeks will not continue to accrue vacation.

- Washington's Birthday Third Monday in February
- Cesar Chavez Day March 31
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day First Monday in September
- Veteran's Day November 11
- Thanksgiving Day Fourth Thursday in November
- Day after Thanksgiving Fourth Friday in November
- Christmas Eve December 24
- Christmas Day December 25
- New Year's Eve December 31
- Personal Holiday (for full-time employees only)

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday. In the event that Friday or Monday is already a designated holiday, the holiday will be observed on the preceding Thursday or subsequent Tuesday. If the holiday falls on an alternating Friday off, the holiday will be observed the previous scheduled workday.

Employees are not normally expected to work on holidays. Employees must receive prior approval from their manager to work on designated holidays. Paid time off for holidays will not be considered "time worked" for the purpose of calculating weekly overtime.

Only full-time employees are eligible for personal holiday(s). Personal holidays shall accrue on January 1st of each calendar year. A new full-time employee will be credited with a personal holiday(s) if the hire date is between January 1 and June 30. Senior Managers will receive two (2) personal holidays per year; while all other employees will receive one (1) personal holiday per year. Employees on an extended leave of absence of more than four weeks will not continue to accrue personal holidays. Employees may accrue a maximum of double their allotted personal holidays. Therefore, Senior Managers may accrue a maximum of four (4) personal holidays; while all other employees may accrue a maximum of two (2) personal holidays. Once an employee has accrued the maximum number of personal holidays, he or she will cease to accrue any further

personal holidays until which time as the employee uses one or more of his or her accrued holidays. An employee leaving District employment will be paid for any accrued unused personal holiday(s).

An employee shall be eligible to use his or her personal holiday(s) at any time after it is accrued. Any employee wishing to schedule personal holidays must complete the appropriate section of the request form. Employees must schedule their personal holidays in advance with their manager and approval is subject to the District's operating needs.

12.18 Sick Leave Pay

Employees who have worked at the District for 30 or more calendar days within a calendar year from commencement of employment with the District will be entitled to accrue paid sick leave, with the exception of retired annuitants of CalPERS, who are not eligible to receive paid sick leave. For purposes of this policy, the calendar year is the 12 consecutive month period beginning January 1st and ending on December 31st. Employees will become eligible to use their accrued paid sick leave as of their 90th day of employment with the District.

Full-time employees and part-time employees regularly scheduled to work 20 or more hours per week shall accrue up to 96 hours or 12 days of paid sick leave per calendar year. Employees will accrue paid sick leave at a rate of approximately 3.69 hours for every pay period that the employee remains on active payroll, up to a maximum accrual of 1,000 hours. Employees on an approved leave of absence will not accrue paid sick leave.

Once an employee reaches the maximum accrual of 1,000 hours, the employee will cease accruing any additional paid sick leave. If the employee later uses enough paid sick leave to fall below the maximum accrual, the employee will start again accruing paid sick leave from that date forward until he or she reaches the maximum accrual of 1,000 hours. Employees will be permitted to carry over a maximum of 1,000 hours of their accrued unused paid sick leave to the following year.

Part-time employees regularly scheduled to work less than 20 hours per week and temporary employees will receive a bank of 24 hours or three days of paid sick leave on the first day of each calendar year. Part-time employees regularly scheduled to work less than 20 hours per week and temporary employees who commenced employment with the District (a) prior to July 1, 2015, will be eligible to use accrued paid sick leave effective July 1, 2015 provided they have worked for 90 days; and (b) after July 1, 2015, will be eligible to use accrued paid sick leave beginning on the 90th calendar day from commencing employment. Paid sick leave for these employees will not carry over from one year to the next.

Sick leave pay will be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

Additional leave time may be available under the federal and state laws discussed in further detail in this Article 12 and Article 13.

Paid sick leave may be taken by eligible employees for the following purposes:

- (1) Diagnosis, care, or treatment of an existing health condition of, or preventative care for employee or employee's child, parent, spouse, domestic partner, grandparent, grandchild, or sibling; or
- (2) For an employee who is a victim of domestic violence, sexual assault, or stalking to take time off from work in order to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the victim or his or her child, or to seek medical attention, obtain services from a shelter, program, or center, obtain psychological counseling, and/or participate in safety planning and other actions to increase safety from future incidences.

Hours absent for medical and dental appointments will be treated as sick leave.

An employee may request paid sick days in writing or verbally. If the need for paid sick leave is foreseeable, an employee must provide reasonable advance notification to the employee's supervisor. If the need is unforeseeable, an employee must provide notice of the need for the leave as soon as practicable.

Sick leave may be taken in increments of not less than one hour. The District retains the right to require a full-time employee to provide a doctor's note justifying any sick leave in excess of three work days after 48 hours or 6 days of sick leave in a calendar year.

If you feel you are being denied use of the paid sick time you are entitled to, or if you feel you have been retaliated against for requesting to use your paid sick leave, please alert the District as soon as possible by contacting Human Resources so that we may resolve the issue. You also have the right to file a complaint with the state or municipality where your sick leave accrued.

Unused paid sick leave will not be paid out upon termination of employment. Upon termination of employment, any accrued unused paid sick leave will be reported to CalPERS for application to the employee's service credit. If any employee separates from employment with the District and is rehired by the District within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated. The employee will be entitled to use previously accrued and unused paid sick leave and to accrue additional paid sick days upon rehiring.

If you have any questions regarding paid sick leave, please contact Human Resources.

12.19 Bereavement Leave

In the event of a death of an immediate family member, full or part-time employees regularly scheduled to work 20 or more hours per week only will be allowed up to five working days of paid bereavement leave. Part-time employees regularly scheduled to work less than 20 hours per week and temporary employees are not entitled to Bereavement Leave. For purposes of this policy, immediate family members include an employee's current spouse/domestic partner, child, stepchild, child of a domestic partner, foster child, parent, stepparent, grandparent, grandchild, mother-in-law/father-in-law, son-in-law/daughter-in-law, siblings of the employee, spouse's/domestic partner's siblings, or any relative living with the employee. The General Manager may, in his or her sole discretion, grant leave in connection with the death of individuals that are not immediate family members. Leave need not be taken consecutively, but must be taken within two weeks of the death. This benefit is effective immediately upon hire. The General Manager, in his or her, sole discretion, may grant additional time off, but the time may be charged against the employee's sick leave in excess of 24 hours or other accrued time-off. The District reserves the right to request documentation for bereavement leave.

12.20 Blood Donation Leave

Full-time employees who donate blood may receive up to four hours of paid time for this purpose. To be eligible, an employee must have advance approval from his or her manager.

12.21 Organ Donor and Bone Marrow Donor Leaves

The District provides its employees with paid leaves of absence to facilitate bone marrow and organ donation, as follows: (1) a paid leave of absence not exceeding 30 days in any one (1) year period is available to an employee for the purpose of donating an organ to another person; and (2) a paid leave of absence not exceeding five (5) days in any one (1) year period is available to an employee for the purpose of donating his or her bone marrow to another person.

Employees must first exhaust, if available, up to five (5) days of earned but unused vacation or sick leave (in excess of 24 hours) before they are eligible for paid bone marrow donor leave. Employees must first exhaust, if available, up to two (2) weeks of vacation or sick leave (in excess of 24 hours) before they are eligible for paid organ donor leave. Paid bone marrow donor leave and paid organ donor leave is in addition to, and does not run concurrently with, any leave provided pursuant to the Family and Medical Leave Act of 1993 and the California Family Rights Act pursuant to the District's Family and Medical Leave Act and California Family Rights Act Leave Policy.

To qualify for paid bone marrow donor leave or paid organ donor leave, an employee must first provide the District with written verification through a medical certification that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Employees returning from bone marrow donor leave or organ donor leave will be restored to the same or equivalent position held when the leave began, and such leave does not constitute a break in an employee's service for the purpose of his or her right to salary adjustments, sick leave, vacation, annual leave or seniority. During an employee's bone marrow donor leave and/or organ donor leave, the District will continue to pay for the employee's participation in any District group health plans, pension and retirement plans, and supplemental unemployment benefit plans offered by the District to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

12.22 Time Off to Vote

In accordance with California Elections Code Section 14000, the District will grant employees up to two hours off to vote in a statewide election without loss of pay when the employee's regular schedule is such that the employee would not have sufficient time to vote without taking time off from work. Time off to vote must be at the beginning or end of the workday, whichever provides more time for voting, and should be combined with available time outside of working hours for voting.

Where possible, the employee must give his or her manager at least two (2) working-days notice that time off to vote is needed.

12.23 Jury Duty Leave

The District recognizes that serving on a jury is a responsibility of every citizen and encourages employees to serve when called. Upon receipt of a summons for jury duty, an employee should immediately notify the Department Manager and provide him/her with a copy of the summons. If necessary, employees called for jury duty should request a postponement so jury service can be performed during a period causing the least inconvenience to the District.

Full-time and part-time employees regularly scheduled to work 20 hours per week or more who are called to serve on jury duty will be paid their regular salary from the District of up to a maximum of 10 working days each calendar year and only for the hours they are normally scheduled to work on those days. Payment is contingent upon submitting proof of jury service and remitting any jury fees, except mileage reimbursement, to the District. However, exempt employees who work for the District during any portion of a workweek in which they are compelled to attend Court for jury duty will receive their full salary for that workweek. If an employee serves less than a full day of jury duty, the employee is required to report to work if there are at least four hours, including travel time, remaining

in the workday. While serving on jury duty, employees must contact their manager on a daily basis regarding the status of their jury duty. Except to the extent that an exempt employee performs work for the District during any workweek in which he or she also performs jury duty, any jury duty beyond the 10 paid days of paid leave will be unpaid. Employees may, however, draw from their accrued vacation banks for any time served beyond the allotted paid time off or may take unpaid leave.

Temporary employees and part-time employees regularly scheduled to work less than 20 hours per week are eligible to take unpaid jury duty leave and, except for the fact that they are not entitled to be paid for such leave, should otherwise generally comply with the requirements of this policy.

12.24 Witness Leave

Full-time and part-time employees regularly scheduled to work 20 hours per week or more shall be entitled to a paid leave of up to five (5) working days each calendar year to appear as a witness in court or at an administrative hearing. This benefit shall not apply in any case in which the employee is a party to the action. In such cases, employees are entitled to take unpaid leave. Employees may draw from their accrued vacation banks for the leave time not covered by this policy or for any time off in excess of the allotted five-days of paid leave. However, exempt employees who work for the District during any portion of a workweek in which they are compelled to attend court as a witness will receive their full salary for that workweek. Except to the extent that an exempt employee performs work for the District during any workweek in which he or she also appears as a witness, any witness duty beyond the allotted paid leave will be unpaid.

Temporary employees and part-time employees regularly scheduled to work less than 20 hours per week are eligible to take unpaid witness leave and, except for the fact that they are not entitled to be paid for such leave, should otherwise generally comply with the requirements of this policy.

12.25 Military Leave

In accordance with applicable law, District employees will be granted leave for participation in the Uniformed Services. The Uniformed Services include the Army, Navy, Air Force, Marine Corps, Coast Guard (and the Reserves for each such branch), Army National Guard, Air National Guard, any commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

The employee is entitled to reinstatement upon completion of military service provided the employee's application for reinstatement is made within ninety (90) days of the employee's discharge.

An employee returning from active military service within ninety (90) days of discharge (or released from hospitalization that continued following discharge) will be offered the same position held at the time of leaving, unless the job no longer exists, or the job has been filled in order to avoid undermining the District's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or the employee filling the available position would substantially undermine the District's ability to operate safely and efficiently or the employee is not capable of performing the job responsibilities.

Employees who are called or who volunteer for active military duty, the Reserves, or the National Guard in California or another state should submit copies of their military orders to their supervisor as early as possible.

Employees will be afforded all rights to military leave, continued benefits, and reinstatement provided for by law.

In addition, the District will provide employees with up to 30 calendar days of paid leave for this purpose in any one fiscal year. Otherwise, military leave is unpaid. However, exempt employees who work for the District during any portion of a workweek in which they are compelled to perform military duty will receive their full salary for that workweek.

To be eligible for the paid military leave benefit, an employee must have been employed by the District for at least one year immediately prior to the date leave is scheduled to begin. In determining whether the employee has satisfied this one-year requirement, the District will count all time spent in recognized military service.

Paid leave does not extend to weekend reserve meetings or drills. Employees must use unpaid leave to attend such meetings. The employee may apply any accrued vacation or personal holiday leave toward any unpaid leave.

Temporary employees and full-time and part-time employees who have been employed by the District for less than one full year prior to commencement of a scheduled military leave are eligible to take unpaid military leave and, except for the fact that they are not entitled to be paid for such leave, should otherwise generally comply with the requirements of this policy.

Article 13 – Unpaid Leaves of Absence

13.1 General Information Regarding Leaves of Absence

The General Manager, in consultation with the Director of Human Resources, shall have the authority to grant leaves of absence to employees in certain circumstances. All leaves of absence, if granted, will be without pay. Employees must generally request leave as far in advance as possible. Employees are required to keep in touch with their manager

and Human Resources during the approved leave and provide prompt notice if there's any changes in the return to work date. Employees out on an approved leave are prohibited from obtaining other employment. Application for or acceptance of other employment while on leave will be treated as a voluntary resignation from the employee's position with the District. If the approved leave expires and the employee fails to return to work without contacting his or her manager or Human Resources, the District will assume the employee has voluntarily resigned.

The period that an employee is on approved leave of more than four weeks is not considered time worked for the purpose of determining eligibility for certain benefits, such as vacation accrual. Employees do not accrue sick leave or holiday pay while on an unpaid leave of absence. However, employees will maintain their seniority during an unpaid leave of absence.

13.2 Emergency Duty Leave for Volunteer Firefighter, Reserve Peace Officer and Emergency Rescue Personnel

Employees are entitled to time off to perform emergency duty as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Employees must provide written certification of their participation in these activities to their manager prior to the date of leave if possible. In the event of an emergency, certification should be provided as soon as reasonably practicable.

Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Employees also are eligible for leave of up to 14 days per calendar year to engage in fire, law enforcement, or emergency rescue training. For nonexempt employees, any such training time will be unpaid. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

13.3 Civil Air Patrol Leave

Volunteer members of the California Wing of the Civil Air Patrol may take up to ten (10) days of unpaid leave per calendar year to respond to an emergency operational mission. However, Civil Air Patrol leave for any single emergency operational mission shall not exceed three (3) days unless such an extension is both granted by the governmental entity authorizing the emergency operational mission and approved by the District. To qualify for Civil Air Patrol leave, an employee must be employed for at least 90 days immediately preceding commencement of the leave.

Employees may, but are not required to, use accrued vacation time to cover an absence due to Civil Air Patrol leave. However, exempt employees who work for the District during any portion of a workweek in which they also take Civil Air Patrol leave will receive their full salary for that workweek.

Employees must provide the District with as much notice as possible of the intended dates upon which any Civil Air Patrol Leave will begin and end. An employee requesting Civil Air Patrol leave must provide the District with certification from the appropriate Civil Air Patrol authority to verify his or her eligibility for the requested leave, and failure to do so may result in denial of the Civil Air Patrol leave.

13.4 Leave for Victims of a Crime, Domestic Violence or Sexual Assault

The District seeks to provide a safe, secure, and violence-free environment for all employees, and other people working on behalf of the District. The District therefore considers any form of workplace violence and threats of violence as misconduct that will not be tolerated in any form. In accordance with this policy, the District seeks to protect those employees who are victims or suspected victims of domestic violence, sexual assault, stalking, and/or other serious or violent crimes and will extend reasonable accommodations in an effort to provide for their safety in the workplace.

In accordance with this policy, the District will provide unpaid time off to an employee to attend judicial proceedings related to a serious crime, including a violent or serious felony (including felony theft or embezzlement), if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. For the purpose of this policy, an "immediate family member" is a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather. The employee must provide his or her manager with advance notice of his or her intent to take time off, unless reasonable notice is not feasible. Should an unscheduled absence occur, the employee must provide his or her manager with documentation evidencing the judicial proceeding within a reasonable time after the absence. Such documentation may be provided by any one of the following:

- (a) The court or government agency setting the hearing;
- (b) The district attorney or prosecuting attorney's office; or
- (c) The victim/witness office that is advocating on behalf of the victim.

The District will provide time off to an employee who has been the victim of domestic violence, sexual assault, or stalking to seek any relief, including but not limited to, a temporary restraining order, restraining order or other injunctive relief, to help ensure the health, safety, or welfare of the domestic violence victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape

crisis center, counseling, medical attention and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. In cases of emergencies, the District will take no action against affected employees if, within a reasonable time after the appearance, they provide the District with documentary evidence of the need for leave, such as:

- (a) A police report;
- (b) A court order or other documentation from the court or prosecuting attorney;
or
- (c) Documentation from a medical professional, healthcare provider, counselor or domestic violence advocate.

Any leave taken under this policy is unpaid. However, employees that are victims of domestic violence, sexual assault or stalking can use accrued paid sick leave when they need time off to appear in legal proceedings or for medical treatment. Employees may also choose to apply any accrued but unused vacation toward any unpaid time off. The District will maintain the confidentiality of any request for time off under this policy to the extent allowed by law.

The District will not discriminate, discharge, or in any way retaliate, against an employee who is a: (1) victim, or suspected victim, of domestic violence or a victim of sexual assault and/or stalking for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or his or her child; or (2) victim, immediate family member of a victim, or a registered domestic partner of a victim of a crime defined as a violent felony or serious felony pursuant to the Penal Code or felony theft (embezzlement) for taking time off in order to attend judicial proceedings related to that crime.

The District will also not discriminate against any employee who is a victim of domestic violence, sexual assault, stalking, or serious and violent crime and requires accommodations, such as implementation of safety measures at work and/or taking time off from work to seek medical attention for injuries caused by such acts, to obtain services from a domestic violence or victim program, to obtain psychological counseling, or to participate in actions to increase safety from future crimes, including temporary or permanent relocation.

13.5 Leave for Child-Related Activities

Employees who are the parents, guardians, stepparents, foster parents, or grandparents of, or a person who stands in loco parentis to, a child in kindergarten or grades 1 to 12, or a child in a licensed child care provider, may take time off for a school activity up to forty (40) hours per calendar year for the following child-related activities: (1) to find, enroll, or reenroll the child in a school or with a licensed child care provider or to

participate in activities of the school or licensed child care provider; or (2) to address a child care provider or school emergency.

Except for the need to address a child care provider or school emergency, the use of school activities leave is not to exceed eight (8) hours in any calendar month. Employees must first utilize any accrued vacation for purposes of a planned absence under this policy. Except when vacation is used, school visitation time will be unpaid. However, the salary of an exempt employee will not be reduced if he or she misses only a portion of a day for school related activities.

Employees wishing to take time off under this policy must provide their managers with as much advance as possible of the planned absence. If more than one parent of a child is employed by the District at the same worksite, the request for time off under this policy will be granted to the first parent to provide notice of the need for time off. The request from another parent will be accommodated if possible.

The District reserves the right to request that the employee furnish written verification from the school or child care provider as proof that the employee participated in child-related activities on the specific date and at a particular time.

13.6 Pregnancy Disability Leave

Female or transgender employees who are disabled as a result of pregnancy, perceived pregnancy, childbirth or related conditions such that the employee is unable to perform one or more of the essential functions of the job or one or more such functions without undue risk to the employee's self, the pregnancy itself, or other facts, are eligible to take a pregnancy disability leave ("PDL"). If the employee is affected by pregnancy or a related medical condition: (1) the District will provide the employee with reasonable accommodation if the employee requests it with the advice of the employee's health care provider; and (2) the employee is also eligible, temporarily, to transfer to a less strenuous or hazardous position, for which the employee is qualified, for the duration of the employee's pregnancy disability if the employee so requests with the advice of her health care provider, provided the transfer can be reasonably accommodated. However, as an accommodation, the District is not required to create a new job that the District would not have otherwise created or to discharge another employee.

The PDL is for any period(s) of actual disability caused by the employee's pregnancy, perceived pregnancy, childbirth or related medical conditions up to four months (693 hours of leave for a full-time employee who works 40 hours per week over 17.3 weeks) per pregnancy. The actual amount of PDL available will depend on the number of hours an employee normally would work within a 17.3 week period and therefore, some employees could be entitled to more or less than the 693 hours of leave based on the amount of hours worked each week.

Employees who need to take Pregnancy Disability Leave (PDL) must provide notice sufficient to alert the District to the fact that such employee needs to take leave. The notice should include the anticipated timing and duration of the leave. If the need for the leave is foreseeable, the employee must provide at least 30 days advance notice before PDL is to begin. If 30 days advance notice is not possible because of changing circumstances, medical emergency, or other good cause, notice must be given as soon as practicable. Failure to provide adequate notice may result in delay or deferral of the employee's requested leave until the employee has provided such notice.

The employee may be required to obtain a medical certification, which is a written communication, from her health care provider of her pregnancy disability or the medical advisability for a transfer to a less strenuous or hazardous position or other reasonable accommodation. The employee will have fifteen (15) days to provide medical certification from the date the District requests the certification, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts.

A medical certification for a reasonable accommodation or transfer request should include:

- (a) A description of the requested reasonable accommodation or transfer.
- (b) A statement that describes the medical advisability of the reasonable accommodation or transfer because of pregnancy.
- (c) The date on which the need for reasonable accommodation or transfer became/will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification requesting pregnancy disability leave should include:

- (a) A statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth, or a related medical condition; and
- (b) The date on which the employee became disabled because of pregnancy and the estimated of leave.

PDL is for any period(s) of time of actual disability caused by the employee's pregnancy, perceived pregnancy, childbirth or related medical condition, which includes time off for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy induced hypertension, preeclampsia, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, and/or postpartum depression.

PDL does not need to be taken in one continuous period of time and may be taken intermittently or on an as-needed schedule, as medically necessary. Because an

employee is also eligible for leave under the federal Family Care and Medical Leave Act (“FMLA”), the District may count the PDL against the employee’s FMLA entitlement, up to a maximum of 12 weeks.

Leave may be taken in minimum increments of one (1) hour. Employees should consult with their manager regarding the scheduling of any planned medical treatment so as to minimize any disruption to the District’s operations. Any such scheduling is subject to the approval of the health care provider of the employee.

The District is not required to pay the employee during pregnancy disability leave. Employees may, but are not required to, use any available paid sick leave or accrued but unused vacation during PDL. Vacation days and sick leave do not accrue during any period of a leave of absence of more than four weeks. However, the employee may also be eligible for state disability insurance for the unpaid portion of her leave and the employee may contact the California Employment Development Department for more information.

If the employee is on a PDL, at the end of such period, or at the end of four months of PDL, whichever occurs first, the employee may be eligible to request CFRA leave of up to 12 workweeks for the birth of the employee’s child. Should the employee exhaust the four months of PDL prior to childbirth and her health care provider determines that continuation of leave is medically necessary, the District may permit the employee to utilize CFRA leave prior to childbirth as a reasonable accommodation. The District is not required to provide more CFRA leave than the amount which the employee is otherwise entitled under CFRA.

Employees will continue to be covered by the District’s health care insurance coverage for the duration of the PDL. Employees may also continue to participate in other benefit programs during leave subject to certain limitations. Employees will be provided with a detailed statement of the terms and conditions under which health and other insurance benefits will be continued at the time that leave is granted. Employees may be entitled to continue the insurance coverage beyond the initial coverage period under COBRA. Please contact Human Resources for further information.

Failure to return to work at the end of a leave of absence may result in termination of employment.

An employee who has taken a pregnancy-related disability leave or transfer is allowed to return to work when the employee is able to present the Director of Human Resources with a release from the employee’s health care provider authorizing the employee to return to work. After the employee provides a release to the District by the date agreed upon between the employee and the District, or within two business days if no date has been agreed upon, or as soon as it is possible for the District to expedite the employee’s return after notifying the District of the employee’s readiness to return, the employee is

guaranteed reinstatement to the same or to a comparable position except where the law authorizes a different result.

An employee returning from PDL has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. The District is not required to reinstate an employee to the same or comparable position if the District would not have otherwise offered the employee a comparable position had him or her not taken leave, or a position for which the employee is qualified is not available on the scheduled date of reinstatement or within 60 days thereafter.

Employees affected by pregnancy may also request other reasonable accommodations, including, but not limited to, making the existing facilities and workspace more accessible to the employee or modifications to their work schedules. Employees desiring such a reasonable accommodation should inform their manager or contact Human Resources. The District may require that employees submit medical certification in support of their request for a reasonable accommodation. The District will attempt to honor all requests for a reasonable accommodation, except where doing so would present an undue hardship to the District.

13.7 Military Spouse and Domestic Partner Leave

Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as: (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or; (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the District with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the District certifying that the military member will be on military leave from deployment.

13.8 Family and Medical Leave Act and California Family Rights Act Leave

A. Eligibility

The District provides family care leave, medical leave, military caregiver leave, and exigency leave to employees who qualify for such leave under the Family and

Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA). To be eligible for family care leave, medical leave, military caregiver leave, or exigency leave, an employee must: (1) have worked for the District for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave. Employees who work at a location where the District employs fewer than 50 persons within 75-miles are not ordinarily eligible for family care leave, medical leave, military caregiver leave or exigency leave pursuant to FMLA and CFRA. However, the District, as an exception to this rule, will allow such employees to apply for and take family care leave, medical leave, military caregiver leave or exigency leave if they are otherwise eligible for such leave under the terms of the FMLA and/or CFRA as set forth in this policy and subject to all other rules relating to leaves under the FMLA and/or CFRA. As with other policies, the District reserves the right to change this policy in the future to exclude employees who work at a location where the District employs fewer than 50 persons within 75-mile from eligibility for family care leave, medical leave, military caregiver leave or exigency leave. The District uses the period from the date an employee's first family leave begins and measures backward for a twelve (12) month period to calculate the amount of leave time for which the employee is eligible.

B. Reasons for Family Care and Medical Leave

Family care/medical leave time up to twelve (12) weeks in a twelve (12) month period is permitted for:

- (1) The birth or adoption of an employee's child and to bond with or provide care for such child;
- (2) The placement of a foster child with the employee for adoption or foster care and to bond with or care for the new child;
- (3) Caring for the employee's spouse (which includes domestic partner and same-sex partner in marriage), child, or parent who has a serious health condition;
- (4) For the employee's own serious health condition, which renders the employee unable to perform his/her job; or
- (5) For any qualifying exigency (i.e. military leave) arising out of the fact that the employee's spouse, domestic partner, child or parent is on "covered active duty" (or has been notified of an impending call or order to "covered active duty") in the Armed Forces in support of a contingency operation ("Exigency Leave").

Family care/medical leave time up to twenty-six (26) weeks in a twelve (12) month period is permitted to care for the employee's spouse, domestic partner, child, parent, or next of kin who is a "covered service member" recovering from a serious injury or illness suffered while on active duty in the Armed Forces, National Guard or Reserves ("Military Caregiver Leave"). The individual must be undergoing treatment, recuperation, or therapy, be on outpatient status, or be on the temporary disability retired list for a serious injury or illness. A "covered service member" includes a veteran if the veteran was a member of the Armed Forces "at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy."

C. Definitions

"Child" means a son or daughter who can be any biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is either (A) under 18 years of age, or (B) 18 years of age or older and incapable of self-care because of a medical or physical disability (i.e., an adult dependent child). A person standing in loco parentis with a child is someone with day-to-day responsibilities to care for and financially support the child; there is no requirement for a biological or legal relationship between the person and child. For children under 18 years of age, an employee need only show that leave is required because a child is suffering from a serious health condition without regard as to whether the child has a disability. For adult dependent children, an employee is eligible to take medical leave to care for that adult child upon showing the following: the adult son or daughter (1) has a disability as defined under the American Disabilities Act ("ADA"), (2) is incapable of self-care due to that disability (i.e., needing assistance in three or more activities of daily living such as bathing, dressing, eating, transportation, etc.), (3) has a serious health condition (i.e. an illness, injury, impairment, or physical or mental condition that involves inpatient care (overnight stay or expectation of overnight stay) or continuing treatment by a health care provider), and (4) is need of care due to the serious health condition. While the adult son or daughter's serious health condition need not be directly related to his or her disability, the same condition may satisfy both the ADA definition of a disability and a serious health condition.

"Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation, which may include deployment in international waters.

"Covered service member" is (a) any member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment,

recuperation, or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

“Qualifying exigencies” include: (1) addressing any issue arising out of short notice deployment, (2) attending military events and related activities, (3) attending or arranging for child care and school activities, (4) making financial and legal arrangements, (5) attending counseling, (6) spending time with a covered military member on rest and recuperation leave, (7) attending post-deployment activities, (8) providing or arranging for parental care, and (9) any additional activities that the Company and employee agree to as leave.

“Serious health condition” is any illness, injury, impairment, or physical or mental condition that involves either inpatient care (overnight stay or expectation of overnight stay) in a hospital, hospice, or other residential medical care facility, or continuing treatment or supervision by a health care provider. A “serious injury or health condition” with respect to a current member of the Armed Forces (including the National Guard and Reserves) means an injury or illness that existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating. For a covered veteran, a serious injury or illness means a qualifying injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

D. Maximum Allotment of Family Care/Medical Leave

Provided all the conditions of this policy are met, an eligible employee may take a maximum of up to 12 weeks of family care/medical leave in a rolling 12-month period measured backwards from the date the employee’s leave commences.

Provided all the conditions of this policy are met, an eligible employee may take a maximum of up to 26 weeks of Military Caregiver Leave in a single 12-month period, measured forward from the date of the employee’s first leave to care for a covered servicemember. This Military Caregiver Leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA and CFRA leave, of which no more than 12 weeks can be for non-Military Caregiver Leaves. For example, an eligible employee could take 12 weeks of medical leave as well as an additional 14 weeks of Military

Caregiver Leave, but may not take more than 26 weeks of FMLA and CFRA leave, during a single 12 month period.

The substitution of paid leave for FMLA and CFRA leave does not extend the total duration of family care/medical leave to which an employee is entitled to beyond 12 weeks in a 12-month period, nor does it extend the total duration of Military Caregiver Leave to which the employee is entitled beyond 26 weeks in a single 12-month period. For example, if an employee has two weeks of vacation at the time of the request for family care/medical leave, that paid vacation time will be substituted for the two weeks of family care/medical leave, leaving up to eight additional weeks of unpaid leave.

E. Ability to Take Intermittent and/or Reduced Schedule Leave

Leave taken for the birth, adoption or foster care placement of a child generally must be taken in blocks of at least two weeks' duration. However, the District will provide employees with leave for birth, adoption or foster care placement of less than two (2) weeks' duration on any two (2) occasions. Leaves for the birth, adoption or foster care placement of a child must be concluded within one (1) year of the birth, adoption or placement.

Leave because of a serious health condition or Military Caregiver Leave may be taken intermittently or on a reduced schedule where medically necessary. Employees have an obligation to try to schedule intermittent and reduced schedule leaves in support of planned medical treatments so that they do not unduly disrupt the District's operations. If such leave is taken intermittently or on a reduced schedule, the District retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

Where necessary, Exigency Leave may also be taken on an intermittent or reduced schedule basis.

F. Unpaid Status and Substitution and Coordination of Paid Leave

Except to the extent that other paid leave is substituted for family care/medical leave, such leave is unpaid. Employees are required to substitute accrued sick leave and vacation (in that order) for all medical leaves except for those where the employee is otherwise in a paid work status, such as while collecting workers' compensation or Short or Long Term Disability benefits. Employees receiving disability benefits or partial wage replacement benefits while on FMLA/CFRA Leave are not required to (but may) use accrued paid leave during the time they are receiving such benefits.

Employees may, but are not required to, substitute paid sick leave and must otherwise substitute accrued vacation for Military Caregiver Leaves and all family care leaves other than those related to bonding time resulting from the birth, adoption, or placement for foster care of a child. Employees are also required to substitute accrued vacation for all Exigency Leaves and leaves taken to bond with a newborn or relating to the placement of a child with the employee for adoption or foster care. The substitution of paid leave does not extend the total duration of combined leave to which an employee is entitled to beyond 12 or 26 weeks in a 12-month period.

Employees may be entitled to Short or Long Term Disability Insurance during a medical leave.

To the extent otherwise permitted by law, an employee receiving workers' compensation benefits may elect to, but is not required to, use paid leave balances to receive the difference in those benefits and his or her regular compensation.

G. Leave's Effect on Pay

Except to the extent that other paid leave is substituted for family care/medical leave, all such leave is unpaid.

H. Leave's Effect on Benefits

During an employee's qualified family care/medical leave, the District will continue to pay for the employee's participation in any District group health plans, pension and retirement plans, and supplemental unemployment benefit plans offered by the District to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of a health condition that brought about the leave or other circumstances beyond the employee's control, the District can recover any health premiums paid by the District on the employee's behalf during any unpaid periods of the leave.

With respect to benefits other than the District's group health plan, an employee on FMLA and CFRA leave is entitled to continue to participate in the plan, subject to the terms and limitations of the respective plans, during the course of the FMLA and CFRA leave. With regard to any employee benefit plan, FMLA and CFRA leave will not constitute a "break in service" for the purposes of longevity under the plan.

Employees on FMLA and CFRA leave are entitled to earn or accrue employment benefits only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to earn such benefits or to such accrual.

I. Procedure for Requesting Leave and Notice Requirements for Employees and the District

Employees should notify the District of their request for family care/medical leave as soon as they are aware of the need for such leave. Upon receiving a request for any form of FMLA and CFRA leave, the District will provide the requesting employee with a Notice of Eligibility and Rights & Responsibilities within five (5) business days, followed by (if the employee is deemed eligible) a Designation Notice within five (5) business days of obtaining sufficient information to determine whether the leave is FMLA and CFRA-qualifying. If the District determines that the leave is not protected, the District will also notify the employee of that determination. The District may, in its discretion, use a single combined Notice of Eligibility and Rights & Responsibilities and Designation Notice, in which case the combined form will be provided within five (5) business days of the employee's request.

If the event necessitating the family care/medical leave becomes known to the employee more than 30 calendar days before the need for the leave, the employee must provide notice as soon as the employee learns of the need for a leave and the leave request must be submitted in writing at least thirty (30) days before the time the leave is needed. For events that are unforeseeable 30 days in advance, but are not emergencies, the employee must notify the District as soon as he or she learns of the need for the leave, ordinarily no later than one (1) to two (2) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, nonemergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the District' business.

An employee seeking to use Military Caregiver Leave must provide 30 days advance notice of the need to take such leave for planned medical treatment for a serious injury or illness of a covered service member. If leave is foreseeable but thirty (30) days advance notice is not practicable, the employee must provide as much advance notice as is reasonable and practicable.

If an employee fails to provide the requisite 30-day advance notice without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave

For Exigency Leave, the employee must provide the District with notice of the need for such leave as soon as practicable.

All requests for family care/medical leave should include the anticipated date(s) and duration of the leave. Any requests for extensions of a family care/medical leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

J. Medical Certification for Employee's or Family Member's Serious Health Condition

Any request for family care/medical leave to care for a child, spouse, domestic partner or parent with a serious health condition must be supported by medical certification from a health care provider which states:

- The name, address, telephone number and fax number of the health care provider and type of medical practice/specialization;
- Date of commencement of the serious health condition or serious injury or illness;
- Probable duration of the condition;
- Estimated amount of time the employee will provide care; and
- Confirmation that the serious health condition or serious injury or illness warrants the participation of a family member.

If the leave is needed for the employee's own serious health condition, he/she must provide a certification from the health care provider which states:

- Date of commencement of the serious health condition or serious injury or illness;
- Probable duration of the condition; and
- A statement that the employee is unable to perform the essential functions of his/her position because of the serious health condition.

For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required medical certification may result in the denial of leave. Any request for an extension of the leave also must be supported by an updated medical certification.

The District will normally request medical certification in support of family care or medical leave at the time the employee gives notice of leave or within five (5) business days thereafter. Once requested, it is the employee's responsibility to provide the department with the medical certification within 15 calendar days.

For an employee's medical leave only, the District may require a second opinion from a health care provider designated by the District, provided it has a good faith, objective reason to doubt the validity of the first medical certificate, and in which case the District will pay the cost of the second opinion. If there is a difference between the medical certification and the second opinion, the District may require a third opinion from a mutually agreeable provider, at the District's expense, who will make a final determination.

Except for when an employee has completed intermittent or reduced schedule medical leave, he or she must provide the District with a fitness-for-duty medical certification that he or she is able to return to work before the District will permit the employee to return to work from medical leave.

K. Medical Certification for Military Caregiver Leave

Leave requested to care for a covered service member with a serious injury or illness must be supported by a certification completed by an authorized health care provider of the covered service member. The health care provider must provide the following information:

A general statement providing:

- The name, address, and appropriate contact information of the covered service member's health care provider, the type of medical practice, the medical specialty, and whether the health care provider is (1) a United States Department of Defense ("DOD") health care provider, (2) a United States Department of Veterans Affairs health care provider, (3) a DOD TRICARE network authorized private health care provider, or (4) a DOD non-network TRICARE authorized private health care provider.
- Whether the covered service member's (1) injury or illness was incurred in the line of duty on active duty or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating, or (2) physical or mental condition received a disability rating of 50% or higher from the Department of Veterans' Affairs Service, or (3) physical or mental condition impairs the service member's ability to secure gainful

occupation as a result of the service-related disability, or (4) would do so absent treatment.

- The approximate date on which the serious injury or illness commenced, and its probable duration.
- Information sufficient to establish that the covered service member is in need of care and whether the covered service member will need care for a single continuous period of time, including any time for treatment and recovery, and an estimate as to the beginning and ending dates for this period of time.
- If request is for intermittent or reduced schedule basis for planned medical treatment appointments for the covered service member, whether there is a medical necessity for the covered service member to have such periodic care and an estimate of the treatment schedule of such appointments.
- If request is for intermittent or reduced schedule basis to care for a covered service member other than for planned medical treatment, whether there is a medical necessity for the covered service member to have such periodic care, which can include assisting in the covered service member's recovery, and an estimate of the frequency and duration of the periodic care.

An additional statement setting forth:

- The name and address of the employer of the employee requesting leave to care for a covered service member, the name of the employee requesting such leave, and the name of the covered service member for whom the employee is requested leave to care.
- The relationship of the employee to the covered service member for whom the employee is requesting leave to care.
- Whether the covered service member is a current member of the Armed Forces, the National Guard or Reserves, and the covered service member's military branch rank, and current unit assignment.
- Whether the covered service member is assigned to a military medical facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit), and the name of the medical treatment facility or unit.

- Whether the covered service member is on the temporary disability retired list.
- A description of the care to be provided to the covered service member and an estimate of the leave needed to provide the care.

The District will provide eligible employees requesting Military Caregiver Leave with a copy of the Department of Labor Form Certification for serious injury or illness of covered servicemember for Military Family Leave, to be completed by the employee and an authorized military health care provider of the covered servicemember. Alternatively, the employee may present, and the District will accept, Invitational Travel Orders or Invitational Travel Authorizations for the purpose of certifying the existence of a serious injury or illness.

The District will normally request medical certification in support of family care or medical leave at the time the employee gives notice of leave or within five (5) business days thereafter. Once requested, it is the employee's responsibility to provide the department with the medical certification within 15 calendar days.

The District requires an employee to provide evidence confirming that the employee has a family relationship with a servicemember supporting a grant of Military Caregiver Leave.

The District may seek authentication and clarification of a certification in support of Military Caregiver Leave, including Invitational Travel Orders or Invitational Travel Authorizations. However, under no circumstances will the District seek recertification and second or third opinions for Military Caregiver Leave.

When certification is requested, it is the employee's responsibility to provide the employer with timely, complete and sufficient certification and failure to do so may result in delay or denial of FMLA and CFRA leave.

L. Exigency Leave Certification

Employees requesting Exigency Leave will be provided with a copy of the Department of Labor's form, Certification of Qualifying Exigency for Military Family Leave for completion within 15 calendar days of the District's request for certification. The completed form along with the documentation that the employee provides will be used to determine if the leave request qualifies and the length of the leave. It is the employee's responsibility to provide the District with timely, complete and sufficient certification and failure to do so may result in delay or denial of FMLA and CFRA leave.

A certification for Exigency Leave must include the following information:

- A statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which family care/medical leave is requested;
- The approximate date on which the qualifying exigency commenced or will commence;
- The beginning and end dates for the absence;
- If the leave will be taken on an intermittent or reduced schedule basis, an estimate of the frequency and durations of the qualifying exigency; and
- If the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity (i.e., name, title, organization, address, phone number, fax number and e-mail address) and a brief description of the purpose of the meeting.

M. Fitness-for-Duty Certification

Where an employee takes medical leave, other than intermittent or reduced schedule leave, the District requires the employee to provide medical certification that he or she is fit for duty and able to return to work with or without limitations. The District may delay restoring an employee to his or her position or terminate his or her employment should the employee fail to provide proper fitness-for-duty medical certification.

Once the District has sufficient information to determine whether the leave qualifies as family care/medical leave, the District will notify the employee whether the leave will be designated as FMLA and/or CFRA qualifying leave and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If the District determines that the leave is not protected, the District will also notify the employee of that determination.

N. Leave's Effect on Reinstatement

Employees returning from an FMLA and/or CFRA leave are entitled to reinstatement to the same or comparable position consistent with applicable law. An employee who fraudulently obtains or uses CFRA leave will not have job restoration protection. The District retains the right to deny reinstatement to employees who are among the highest paid 10 percent of the District's employees within a 75-mile radius of their worksite and whose reinstatement would cause substantial and grievous economic injury to the District's operations. In such a case, the affected employees will be notified of the District's intent not to restore

them to their employment at the time the determination is made and will be given an opportunity to return to work at that time.

Article 14 Drug and Alcohol Policy

14.1 Zero Tolerance Policy

The District maintains zero tolerance for drug and alcohol abuse by its employees. The District prohibits the unlawful distribution, dispensation, possession or use of a controlled substance in or around the workplace and while conducting District business (including being under the influence of a controlled substance while conducting District business); the use of (or being under the influence of) alcohol while conducting District business (except as set forth below); and the misuse of prescribed drugs while conducting District business. For purposes of this policy, controlled substances are mind-altering and/or addictive substances included under the provisions of the Controlled Substances Act of 1970 (21 U.S.C. § 801 et seq., as amended). Examples include:

- (a) Opiates (e.g. heroin, morphine, codeine, methadone);
- (b) Cocaine;
- (c) Cannabinoids (e.g. marijuana, hashish);
- (d) Amphetamines;
- (e) Barbiturates;
- (f) Other narcotics and hallucinogens; and
- (g) Benzodiazepines (e.g. valium, librium).

Employees who violate the District's drug and alcohol policy will be subject to discipline, up to and including termination.

As an agency receiving federal grant or project funding, the District will maintain a Drug-Free Workplace Awareness Program compliant with that portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq, as amended) and implementing regulations applicable to grants and cooperative agreements.

As a condition of employment with the District, all employees will abide by the terms of the District's Zero Tolerance Policy, set forth above. Any employee who is convicted of a violation of a criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance occurring in the workplace shall notify his or her manager of the conviction in writing no later than five calendar days after the conviction. For this purpose, a conviction means a finding of guilt, including a plea of nolo

contend ere or the imposition of a sentence by any judicial body having responsibility for determining violations of federal or state criminal statutes.

The use of prescription and/or over-the-counter drugs may also affect an employee's job performance and create safety risks. Any employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform or that may affect the safety or well-being of others must submit a physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or underlying illness. Various federal, state and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to violate or interfere with individual rights under these laws.

14.2 Alcohol Consumption at District Sponsored Events

On occasion, employees may entertain business contacts during work hours or after work hours as representatives of the District. These occasions may include lunches, dinners and business conferences where alcohol is served. In addition, the District occasionally sponsors events where alcohol is served. Employees shall not consume alcohol during regular business hours. Employees attending workplace events outside of regular business hours are expected to limit alcohol consumption and to remain responsible, professional and sober at all times while entertaining people or attending social events sponsored by the District. Alcohol may be served at District events only with the prior approval of the General Manager.

14.3 Testing Program

The District reserves the right to require drug and/or alcohol testing under certain circumstances, including after an initial offer of employment has been extended and where there is a reasonable suspicion that any employee is under the influence of alcohol and/or any controlled substances while conducting District business in violation of the District's Drug and Alcohol Policy.

Additionally, the District may be required to conduct (and employees may be required to submit to) drug and/or alcohol testing pursuant to the administration of federal (or other governmental) grants and/or contracts. The District will notify employees subject to drug and/or alcohol testing pursuant to a grant or contract of their particular obligations under the specific grant or contract.

14.4 Accommodation of Treatment/Rehabilitation Programs

The District will attempt to reasonably accommodate employees who wish to voluntarily enter a treatment and/or rehabilitation program for drug or alcohol abuse, provided that such accommodation does not impose an undue hardship on the District. The District, at

its sole discretion, may also require an employee to undergo drug or alcohol rehabilitation or treatment as a condition of continued employment. The District will take reasonable steps to protect the privacy of employees seeking treatment for drug or alcohol dependency.

Employees returning to work after participation in a treatment or rehabilitation program, will be required to demonstrate that they are alcohol, drug or substance-free before being allowed to return to work. Employees will also be required to submit to random testing for up to one year after they return to work. Any subsequent positive test result will result in immediate termination.

Article 15 – Health and Safety

15.1 Safety Regulations and Accident Reporting

The District is committed to providing its employees with a safe and healthful work environment. The District has developed and Injury & Illness Prevention Program to establish a framework for reducing risks associated with workplace injuries and illnesses, and identifying what is required to promote the safety and health, and create an outline of policies and procedures to achieve safety and health goals. To this end, all employees are expected to abide by all applicable safety regulations and to avoid unsafe practices. Employees are to immediately report any unsafe act or condition to the District so that necessary action may be taken. Employees should also immediately report any accidents, illnesses or injuries in the workplace, no matter how minor they may appear, to the Director of Human Resources or another Senior Manager. Questions and/or suggestions about safety and health concerns should be directed to the Director of Human Resources.

15.2 Smoking

Smoking is not allowed within or upon the District's offices or property, except within designated smoking areas. District employees shall not smoke at District functions or events which are conducted away from District property, except during authorized break periods.

Article 16 – Termination of the Employment Relationship

16.1 Voluntary or Involuntary Termination

Pursuant to and consistent with Water Code sections 71340 and 71362, all employment with the District is at the pleasure of the Board and/or the General Manager, meaning that all such employment is at-will. Accordingly, either the District or the employee may terminate the employment relationship at any time and for any reason, with or without advance notice. Employees are nevertheless strongly encouraged to provide the District with at least two weeks' notice of their intent to terminate their employment so as to ensure that pending projects are not adversely affected by their departure.

An employee who is absent from work for three consecutive scheduled workdays without notifying the District of his or her intent to be absent will be deemed to have abandoned his or her position and voluntarily resigned.

16.2 Severance

In the event the District decides to terminate the employment relationship not due to a reduction in force (RIF) or layoff, the District may offer the employee severance pay in recognition of his or her service to the District. Severance pay is offered at the sole discretion of the District and is contingent upon the execution of a general release of all claims. Any offered severance may not exceed the maximum permissible under applicable law. The amount of severance pay is at the discretion of the General Manager who shall develop a policy and report to the Board every severance payment made. Acceptance of termination pay is a waiver of the right to request reconsideration of the termination or to challenge the termination decision in any forum.

16.3 Layoff Policy

Circumstances may arise that prompt the District to reduce its workforce. When a layoff does occur, all earnings and unused accrued benefits will be paid out to the employee at his or her current base pay rate as of the last day of employment.

In the event of a layoff, the District will offer all affected full-time employees severance pay to assist them in the transition to new employment. The amount of severance pay is at the discretion of the General Manager who shall develop a policy and report to the Board every severance payment made.

Receipt of severance pay is contingent upon the employee's execution of a severance pay and general release agreement.

Those individuals that are employed pursuant to a contract of employment for a specified period of time shall be entitled to the above severance compensation only to the extent it does not exceed maximum allowable severance benefits prescribed by law.

16.4 Name-Clearing Hearing

An employee that is subject to termination or deprived of a right or status recognized by state law may request a hearing to clear his or her name before discipline is imposed where: 1) the proposed disciplinary action is in response to a charge that stigmatizes the employee's reputation for honesty or morality, seriously impairs the employee's opportunity to seek alternative employment or seriously damages the employees standing or associations in the community; 2) the employee denies the charge, or at least, challenges its accuracy; and 3) the District has publicly disclosed the charge.

The conduct of any such hearing shall be appropriate to the nature of the case, but, at a minimum, shall include the following procedures:

- (a) At least 10 days before discipline is imposed, Human Resources will provide the employee with written notice of any proposed disciplinary action, the basis for such action and any documentary evidence relied upon by the Manager in reaching his or her decision, exclusive of any trade secret or confidential information;
- (b) Within five (5) working days of receipt of such notice, the employee may file a written appeal with the Director of Human Resources or the General Manager;
- (c) Director of Human Resources or the General Manager shall then review the appeal and determine whether the charges are unfounded or should be sustained;
- (d) If the employee is unsatisfied with the decision reached by the Director of Human Resources or the General Manager, he/she may within three working days request a hearing before a panel comprised of a representative of management (other than the manager that imposed the subject discipline), Director of Human Resources and a member of the Board of Directors;
- (e) Every reasonable effort shall be made to schedule such hearing within 30 calendar days of receipt of the employee's request;
- (f) The employee may be represented by counsel and will be given the opportunity to refute the charges in writing and to present any additional evidence he/she believes is relevant to clearing his or her name. The panel, based upon the seriousness of the charges, may, but is not required to, allow for live testimony and opportunity to cross-examine witnesses if such additional safeguards appear both appropriate and necessary to ensure adequate due process.
- (g) The decision of the panel is final. The General Manager may elect to place an employee on paid or unpaid administrative leave pending the outcome of any disciplinary proceedings pursuant to this section.

16.5 Reemployment

An employee who voluntarily resigns or was laid-off from employment with the District and is subsequently rehired by the District within six months may retain the same years of service for vacation accrual rate, service tenure, and for retirement service credit, in accordance with that allowed by CalPERS. Reemployment depends on the availability of positions for which the employee is qualified.

16.6 Exit Interview

Upon termination of the employment relationship, employees shall participate in an exit interview. The exit interview will allow the District to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits, and listened to any of the employee's comments or ideas about improving the District's operations.

16.7 Return of District Property

Upon termination of the employment relationship, whether voluntary or involuntary, employees are required to return all District property in their possession, including, but not limited to, documents (including any copies or duplicates) keys, credit and phone cards, District files, computer equipment, intellectual property, software programs, computer reports, documents or data maintained as electronic or software files, identification badges, and other tangible and intangible District property in the employees' possession or control. Upon their return to the District in connection with termination of employment or a request of the District, employees must also delete copies of any intellectual property, programs, documents, or data maintained as electronic or software files within their possession.

16.8 References

It is the District's policy to only provide verification of employment dates and position in response to inquiries from third-parties concerning current or former employees. Information regarding the employee's compensation will only be provided where the employee has authorized, in writing, the release of such information. All requests for references or verification of employment should be referred to Human Resources. Managers and other employees are not authorized to respond to third-party inquiries regarding current or former employees. Failure to adhere to this policy may subject the employee to discipline.

Chapter 7 Travel Expenses and Reimbursement for District Employees

Article 1 – Expenses and Reimbursement

1.1 General Policy

Payment for travel and other expenses shall be allowed when reasonably necessary to represent the interests and objectives of the District. Business expenses shall normally be paid per the schedule described in this section.

1.2 Expense Limits

Expenditures for lodging, meals, transportation and other activities should provide for a reasonable level of comfort and convenience, but sound judgment shall be exercised to ensure reasonable cost to the District. Reasonable cost will vary depending on locality. All travel arrangements, including airfare, train, lodging and car rental, should be made through a District employee. Whenever possible, travel arrangements and other activity costs (especially conference fees) should be pre-paid. District employees will work to ensure that travel arrangements are conducted using government or conference rates, whenever possible.

When reimbursement is permitted, employees will be reimbursed only up to the actual and necessary expenses incurred in performance of their official District duties. Expenses in excess of \$20.00 require receipts for reimbursement. For reimbursable expenses of \$20.00 or less, it is expected that an itemized receipt be provided, however, a written explanation is required if receipts are not available.

1.3 Travel Authorization

Employees must receive the prior approval of the General Manager to travel outside of Los Angeles and Orange Counties and the District's services area on District business. The General Manager may travel within the United States on District business without prior approval. Any travel outside of the United States by the General Manager or any other employee must be approved in advance by the Board. Unauthorized travel expenses will generally not be reimbursed.

1.4 Authorized Expenses

A. Expenses in General

Authorized expenses normally include lodging, meals, common carrier fares, rental of automobiles, tips (not to exceed 20% of the cost of food or service), trip cancellation insurance costs and parking fees.

Employees are not entitled to reimbursement for expenses incurred by non-District employees or for expenses already reimbursed by another party.

B. Lodging/Overnight Travel

Lodging should only be obtained when outside of the local area (Los Angeles and Orange Counties) or in extenuating circumstances with prior approval by the General Manager. Lodging shall be obtained at the most economical rate available. Government rates should be utilized, if available. Use of conference headquarter hotels is encouraged. Whenever practical, hotel expenses for room, parking and taxes will be charged on the District credit card. If an employee uses

his or her personal credit card, the charges will be reimbursed. Personal and other incidentals (movies, snack bar fees, personal phone calls, etc.) should not be charged to the District. It is the responsibility of the individual traveling to pay for personal and other incidentals and to obtain the hotel folio for reimbursement submittal purposes at the time of check out from the hotel. Business center charges such as faxes, email, etc. are reimbursable if necessary to the performance of official District duties and the business purpose is documented. Business calls to District facilities will be reimbursed in full.

C. Business Meals

Reimbursement for meal expenses shall be provided by the District only upon full compliance with the requirements of the provisions of this section.

1. Only costs associated with conducting business that are reasonably necessary to further the interest of or benefit the purposes or objectives of the District will be reimbursed.
2. Employees shall make every effort to hold meetings at the District's headquarters to limit unnecessary expenses.
3. A meal receipt must be accompanied by an itemized account of charges or the bill/statement, and must include the cost of meals and non-alcoholic beverages from the restaurant or food establishment where the meeting/meal was conducted, and shall include a description of the business purpose (i.e. the topics covered which relate to District business) of the meeting.
4. A meal furnished by a District employee to a person who is not a District representative will be reimbursed if the business conducted is reasonably necessary to further the interest of or benefit the purposes or objectives of the District.
5. Reimbursement of costs of meals provided to third parties and District contractors are prohibited. The District defines third parties as spouses, family, friends, or persons not doing business with the District.
6. When claiming reimbursement for meals the names of individuals doing business with the District must be provided. At the time of submitting meal expenses, employees need to submit a personal check for costs incurred for third parties. Separate receipts should be requested, whenever possible, for third parties not doing business with the District.

7. Meals that occur in the local service area between District representatives (i.e. between Directors or between employees) are not reimbursable unless there is a business necessity to conduct the meeting during the breakfast, lunch, or dinner hours. A brief explanation of the business necessity must accompany the itemized meal receipt when submitting for reimbursement.

The one exception to the rule is when district representatives (2 or more) are at a conference and one receipt includes the cost for all District representatives. Meals provided to staff during working hours such as staff meetings and mandated trainings which prevent employees from taking their meal break are also reimbursable.

8. All meals for which expenses are incurred while traveling shall be reimbursed at the daily maximum rate of \$85 per District representative. Meal reimbursement is intended to cover the incremental expense of having to eat out while traveling. It is not intended to cover the entire cost of the meal. Hence, the daily maximum meal allowance includes the meal, non-alcoholic beverages and tips. When the cost of meals is included in a registration fee, separate reimbursement for the covered meal is not allowed.

D. Attendance at Conferences

Employees shall be entitled to reasonable expenses incurred for traveling to attend approved conferences, beginning one day prior to the start of the conference/business meetings and no later than one day following the conclusion of the conference.

E. Transportation

Use of air travel, train, rental car or private car shall be selected on the basis of the most reasonable and appropriate method, taking into consideration distance, time and total costs to the District. The following types of travel expenditures while on District business are allowable:

- (1) Travel by private automobile – The employee must possess a valid California driver's license and carry automobile insurance. Each employee shall provide proof of a valid California driver's license and proof of insurance to the Human Resources Department which shall be reviewed and updated annually. The District shall register for the California Department of Motor Vehicle's Motor Vehicle Record pool for purposes of confirming on-going compliance. It is the responsibility of all District employees to practice safe and defensive

driving. Any damages to the vehicle or service repairs are of a personal nature and shall not be reimbursed by the District. Mileage reimbursement will be based on the vehicle (i.e., the owner of the vehicle will be reimbursed and not the passengers). All employees who drive on behalf of or for District business or purposes shall comply with the driver's license and insurance requirements as set forth in this Section. Any employee not in compliance with the requirements set forth above shall not drive on behalf of or for District business or purposes and shall be ineligible to receive automobile or transportation allowance or mileage reimbursement.

- (2) Automobile/Transportation Allowance – Unless otherwise approved by the District Board, the only District employee to be provided an automobile or transportation allowance shall be the District General Manager. The automobile or transportation allowance is provided to reimburse the General Manager for his/her reasonable and necessary automobile or alternative transportation expenses, which include the cost of vehicle acquisition/lease, maintenance and repairs, insurance and gasoline costs for vehicle use or for the reasonable cost of obtaining alternate means of transportation for District business or purposes.
- (3) Mileage reimbursement shall be at the prevailing IRS established rate. Mileage will be reimbursed for business conducted on behalf of the District and will be reimbursed from and to the District's office to the location of conference/business meetings.

To process mileage reimbursement, employees must submit a mileage reimbursement form within two (2) months of incurring the mileage expense. The balance of miles after subtracting miles that are usually traveled from the employee's home to the District's office will be reimbursed. Documentation verifying the miles traveled such as Google maps or MapQuest directions must accompany the mileage reimbursement form.

Any mileage incurred for conferences and training in which the schedule requires that the employee travel on a non-business day will be fully reimbursed.

Mileage will not be reimbursed to employees who receive automobile or transportation allowance. Parking will be reimbursed upon presentation of the original receipt.

- (4) Air Travel – Air travel shall be in coach class or equivalent service, unless the General Manager determines some physical problem or

exceptional circumstance warrants travel in a higher class. In the event that trip cancellation protection insurance is purchased, all proceeds paid from any claim shall be paid or reimbursed to the District. If an employee wishes to drive rather than fly to a destination, he/she may do so, subject to all requirements set forth in this Section.

Train Travel - Train travel shall be in coach class or equivalent service, unless the General Manager determines some physical problem or exceptional circumstance warrants travel in a higher class. In the event that trip cancellation protection insurance is purchased, all proceeds paid from any claim shall be paid or reimbursed to the District.

- (5) Rental vehicles – When rental vehicles are used, the least expensive, appropriate vehicle is to be used. The District’s standard classes of rental car are compact or mid-size models, unless district-related business requires a larger car. Limousines or chauffer/driver rentals are prohibited.

The employee is responsible for all out-of-pocket expenses in excess of the District’s recommendation that are not approved in advance by the General Manager.

Vehicles rented using District funds (whether directly or indirectly) can only be rented and driven by the Employee. The length of the rental vehicle shall be limited to the day before the conference starts and to the next day after the conference ends. Business hours for vehicle rental pick up and drop off will also be taken into consideration under this policy.

Gas is reimbursable only for rental vehicle expenses. The employee should refuel the car prior to returning it to the rental agency to avoid excessive gasoline charges. Rental vehicle insurance is an authorized expense. Any employee involved in an accident while driving a rental car must immediately report the incident to the rental agency and their supervisor, or general manager.

1.5 Unauthorized Expenses

Items of a personal nature are not reimbursable including: movies, entertainment, premium television services, alcoholic beverages, dry-cleaning, spas, gyms, barber, magazines, shoeshine, travel insurance which insures the individual (not trip cancellation protection insurance), purchase of clothing or toiletries, loss of tickets, fines or traffic violations or other items of a personal nature. If unauthorized expenses have been paid

by the District, the employee will be responsible for immediate reimbursement to the District either by personal check or a payroll deduction.

1.6 Reimbursement of Expenses

All claims for reimbursement of expenses shall be submitted to the District for review as soon as practicably possible, however, must be submitted no later than sixty (60) days after the expense is incurred. Claims submitted after sixty (60) days, must be approved by the Board of Directors. Claims must be submitted on forms supplied by the District. Such forms must include a description of the expense, names (if appropriate), date incurred and a description of the business purpose of the expense. Expenses incurred by a District employee but prepaid by the District or charged on a District credit card must be listed on the expense claim form and noted as paid by the District.

1.7 Credit Card Usage

All employees authorized to use a District credit card shall sign and be subject to the provisions of the District's policy regarding expenditures allowable by the District while on work-related business. Failure to adhere to the provisions of the District's policy can result in a deduction of funds from the employee's wages, disciplinary action, up to and including termination, and potential legal action. District credit cards shall be issued and used only for District business. Personal usage of a District credit card is strictly prohibited. If personal expenses are charged to a District credit card unintentionally, those expenses must be reimbursed to the District within ten (10) days of discovery.

Chapter 8 Directors' Benefits and Payroll

Article 1 – Directors' Benefits

1.1 Group Health Plans

Current Directors, as well as their eligible dependents, may be eligible for medical, dental and vision health care coverage through a group health plan that has been selected and approved by the Board. Current Directors become eligible for enrollment in the District's group health plans on the first day of January following the Director's assumption of office by regular election. If assuming office by Board appointment or special election, eligibility begins the first of the month following the Director's assumption of office. The District shall contribute to premiums charged by the group health plan for medical, dental and vision coverage. The amount of the contribution may vary from time to time, and the District's contribution for each plan year shall be disclosed by the District in writing at the outset of the open enrollment period for the group health plan, and shall remain at the disclosed level for the plan year. Directors' benefits in no event shall exceed the benefit contributions for employees' benefits. Directors should contact Human Resources to

determine their eligibility for coverage, and with any questions regarding coverages and premium contributions, under the existing group health plan.

1.2 Health Reimbursement Arrangement

The effective date is the same as that of the health insurance plans. Eligible Directors will be entitled to participate in the District's Health Reimbursement Arrangement (HRA) Plan, which provides reimbursement for eligible medical, dental and vision care expenses not covered by the insurance coverage provided by the District. Only those Directors that are enrolled in the District's group health insurance plans are eligible to participate in the HRA Plan. Any reimbursement made pursuant to the HRA Plan shall be reduced by the amount of reimbursement from other benefit sources so the total amount received by the member does not exceed 100 percent of the covered expenses. Directors should contact Human Resources to determine their eligibility for coverage under the HRA Plan and the maximum entitlement to reimbursement.

1.3 COBRA Coverage

Directors and/or their dependents who may otherwise become ineligible to participate in the group health plan may be entitled to continue coverage through the group health plan under provisions of the federal Public Health Services Act providing for continuation coverage, frequently referred to as "COBRA." Dependents have independent rights to COBRA coverage regardless of whether the employee qualifies for or elects COBRA coverage. Premiums for COBRA coverage are generally paid entirely by the Director and/or the dependent beneficiary who is receiving the benefit. Further information regarding COBRA may be obtained from Human Resources.

1.4 Employee Assistance Program (EAP)

The District provides an Employee Assistance Program (EAP) for all Directors enrolled in the group medical insurance plan. The cost of the program is fully paid by the District.

The EAP extends a helping hand to Directors and their family with confidential services provided by professional consultants. The EAP addresses difficulties relating to family and relationships, substance abuse, legal and financial concerns, dealing with stress and emotional problems, and helps Directors in developing an action plan that offers real solutions to such challenges. Directors that wish to use this benefit should contact Human Resources for more information.

1.5 Flexible Spending Account (IRS Section 125 Plan)

Active Directors are eligible to participate in the District's Dependent Care and/or Health Care Flexible Spending Account (FSA) plan. The Director may contribute up to \$5,000 per year to their Dependent Care FSA and up to \$2,500 per year to their Health Care FSA. Such contributions are to be made on a salary reduction basis. The District pays

100 percent of the administrative fees required to maintain the plan. The plan provides Directors with a means of paying non-reimbursable medical and dental expenses and dependent care costs with pre-tax dollars. The FSA plan documents shall govern the administration of this program. Further information on this benefit may be obtained from Human Resources.

1.6 Long Term Care Program

The California Public Employees' Retirement System (CalPERS) provides an opportunity for Directors and certain family members to obtain long-term care insurance at group rates. This program has been designed exclusively to protect California public employees and their spouses, siblings age 18 and over, parents, and parents-in-law from the potentially devastating cost of long-term custodial care. Premiums are paid entirely by the Director. Further information on this benefit may be obtained from Human Resources.

1.7 Group Life Insurance

A term Group Life Insurance Plan, fully paid by the District subject to IRS tax regulations, is provided for active Directors. Insurance coverage begins on the same effective date as the health insurance plans. The covered policy amount shall be determined by the plan. This benefit is in effect only while the Director is employed with the District.

1.8 Workers' Compensation Insurance

The District provides active Directors with Workers' Compensation Insurance for work-related illness or injury. This benefit begins immediately upon hire. The District pays 100 percent of the cost of coverage. An illness or injury is work-related when it arises out of and during the course of employment. The Director is responsible for immediately reporting any injury that is work-related to the General Manager, Director of Administration & Board Services or Director of Human Resources. The General Manager or Director of Administration & Board Services will coordinate with Human Resources to make any necessary arrangements for treatment.

1.9 Deferred Compensation Plan

Directors may defer portions of their compensation on a pre-tax basis pursuant to the provisions of Section 457 of the Internal Revenue Code. The purpose of the Deferred Compensation Plan is to help provide funds for retirement. Participation in the plan is entirely voluntary. A Director may elect to participate at any time, and compensation will begin to be deferred during the next pay period. Except to the extent otherwise expressly provided for under the terms of this Administrative Code or a separate written contract which are otherwise permitted by law and the express terms of the plan documents, this plan is fully funded by the Director through payroll deductions. Detailed information on the Deferred Compensation is available from Human Resources.

Article 2 – Directors’ Payroll Information

2.1 Pay Periods

Directors are paid on a biweekly basis, 26 times per calendar year. Directors receive their wages for each biweekly work period on the first Thursday following the completion of each biweekly pay period, or, if that day is a holiday, the first preceding business day. Each December, a calendar of paydays for the following year will be distributed. The standard workweek begins at 12:01 a.m. Monday morning and ends at 12 midnight on the following Sunday. The District pays Directors via direct deposit or by check. If a Director elects direct deposit, his or her wages will be deposited directly into his or her designated account. If a director elects to be paid via check, the check should be picked up by the Director from Human Resources or another representative designated by the District. At the Director’s written request, the check can be mailed to the Director’s home address. Written authorization, signed by the Director, is required to release the Director’s paycheck to anyone other than the Director.

2.2 Payroll Withholdings and Deductions

Both federal and state law require the District to make proper deductions from the Directors’ paychecks. The amounts withheld will vary depending on earnings, marital status, and the number of exemptions claimed. These required deductions include, but are not limited to, state and federal income tax, Social Security and Medicare (“FICA”), and any applicable garnishments (court-ordered attachments). If elected, deferred compensation contributions (except for employer contributions, if any) will also be deducted. All amounts deducted are indicated on the Director’s pay stub.

Article 3 – Keeping the District Informed

Directors are required to immediately advise the Human Resources Department of any changes in personal status including, but not limited to, changes with respect to the Director’s name, marital status, entry into a domestic partnership, address, telephone number, tax withholding information, DMV driving status and emergency contact information.

Directors are also required to advise the Human Resources Department of the following events, which may impact benefits coverage for a spouse or dependents:

- (1) Divorce, legal separation or termination of a domestic partnership;
- (2) Facts affecting a dependent’s eligibility for insurance coverage (i.e., a child reaches the maximum age of 26 for coverage);
- (3) A determination is made by the Social Security Administration that the Director or covered dependent is disabled. The District must be advised of any disability determination within 60 days from the date of the written notification of a determination by the Social Security Administration.

Chapter 9 Directors' Code of Conduct

Article 1 – Code of Conduct Policy

1.1 Policy Statement

The District is committed to upholding the highest ethical standards in all of its business and professional operations and relationships. We will carry out its mission with unquestionable ethics and integrity, the cornerstone of achieving and maintaining credibility and ensuring public trust. We owe this, and no less, to the public we serve.

The ability of the District to achieve its mission is directly dependent on the day-to-day choices we make and our actions while representing the District. We are accountable for creating and maintaining credibility and trust with our customers, dealing fairly and honestly with our suppliers, contractors and consultants, and avoiding actual or perceived conflicts of interest that may arise due to outside activities, employment and gifts.

1.2 Board Governance Process

The Board shall cultivate a governance process with focus on long-term vision, strategic leadership rather than the daily affairs of the District. The Board shall encourage diversity of viewpoints, act in consistency with defined Board and General Manager roles, and strive for collaboration rather than individual decisions.

Pursuant to Part 2, Chapter 1, Article 3.3, "Duties and Role of Board Officers," Directors do not have individual power or authority over the District. The power and authority lie with the full Board. The Board directs the General Manager and the General Manager directs staff.

The Board is encouraged to foster group responsibility and to strive for excellence in governance. Pursuant to Part 2, Chapter 1, Article 3.2, "General Duties of the Board of Directors," the Board shall

- a) Be the initiator of policy with long-term focus and impact;
- b) Use the expertise of individual Directors to enhance the ability of the Board as a body;
- c) Cultivate group responsibility;
- d) Regularly discuss and evaluate its performance as a body;
- e) Engage in Board media relations training to promote a united message;
and

- f) Invest in Board development, ethics trainings, and conference and policy briefings to assure excellence in governance.

1.3 Core Values Upheld by the Board

While it is not essential that all Directors share the same set of personal values, it is necessary that all Directors align and support the set of District's core values that are chosen as the basis for organizational decisions. The District's core values will direct all actions of the Board. On May 26, 2015, the Board of Directors approved the following core values in the establishment and implementation of its policies and practices:

- a) Integrity – Directors will consistently adhere to high moral and ethical principles;
- b) Collaboration – Directors will cooperatively work together and with stakeholders to further the mission and goals of the District;
- c) Customer Service – Directors will professionally and responsively serve the needs of the District's customers;
- d) Fair, open, and responsive – Directors will engage the District's stakeholders and interact with them in a fair, open, and honest manner;
- e) Accountability – Directors will take responsibility for and be accountable for all the District's actions
- f) Innovation – Directors will encourage and value the introduction of new ideas and methods

1.4 Administration and Finance Committee

The Administration and Finance Committee is the committee that investigates and/or refers ethics complaints against Directors, officers and employees of the District and addresses compliance issues related to the Code of Conduct or the Conflict of Interest provisions of the Administrative Code.

The Administration and Finance Committee shall be comprised of three District Directors with the authority to recommend action to the Board. The General Manager, Director of Human Resources, Director of Administration and Board Services and District General Counsel will also be in attendance to provide administrative and legal support.

The District encourages good faith reporting of suspected violations of the Code of Conduct or the Conflict of Interest provisions of the Administrative Code. Until

the District determines that an actual violation of these Codes has occurred, the alleged violator is presumed to be innocent of the violation. There shall be no adverse consequences suffered by anyone making a good faith report of a suspected violation nor shall there be any adverse consequences suffered by anyone accused of violating these standards and subsequently found not to have violated these Codes.

The District has adopted a two part system to address ethical complaints against Directors, officers and employees of the District, as follows:

- 1) Members of the Board, staff, or members of the public who feel comfortable reporting potential ethical or conflict of interest issues may do so to the Administration and Finance Committee and feel assured that a fair, complete, and appropriate process will be used to determine if a violation has in fact taken place, and if so, that the appropriate disciplinary action will be taken.

Individuals who wish to pursue this process may contact the General Manager's Office or General Counsel. Any suspected or reported potential violations will be agendaized at the next scheduled Administration and Finance Committee meeting. The Administration and Finance Committee may direct General Counsel to conduct an investigation. The Committee shall submit its findings involving Directors, along with any dissent, to the Board of Directors for action.

- 2) Individuals who wish to remain anonymous, who either require anonymity because of fear of retaliation, or simply lack trust in the ability of the District to execute an impartial process may report potential ethical or conflict of interest issues to the independent hotline.

Complaints received through the hotline will be directed to the independent investigating firm who shall: 1) determine if the nature of the complaint is such that it can be sent to the Administration and Finance Committee; or 2) the complaint requires investigation by the investigating firm. Upon completion of the investigation, the investigating firm may refer the issue to the Administration and Finance Committee or the Board, the Board President, the General Manager, the General Counsel, the Fair Political Practices Commission, the District Attorney's office or the U.S. Attorney's Office, as appropriate. If the investigating firm refers the issue to the Administration and Finance Committee, the Committee shall submit its findings involving Directors, along with any dissent, to the Board of Directors for action.

Any ethics violation alleged to have occurred on the part of the General Manager may be reported to General Counsel or the hotline. Any ethics violation alleged to have occurred on the part of General Counsel may be reported to the General Manager or the hotline. If a member of the Administration and Finance Committee

is a subject of the charge or allegation, he/she shall excuse himself/herself from discussing or participating in the matter. Violations of the Administrative Code, including its Conflict of Interest provisions, by officers or employees will be handled through existing disciplinary procedures for employees.

A Director who is subject to a finding of violation or non-compliance with the Code of Conduct shall, at the time the matter is referred to the Administration and Finance Committee or the investigating firm, be provided a copy of the material upon which the determination was based and have the opportunity to present any relevant information, data or facts in his or her own defense prior to the final determination.

Any Director who is dissatisfied with the final determination that a violation or non-compliance with the Code of Conduct occurred may appeal to the Board of Directors by providing written Notice to the Administration and Finance Committee or the investigating firm within five (5) business days of the decision.

After investigation, determination and any appeal to the Board, and, with the advice of the investigating firm, that substantial evidence exists indicating that a member of the Board is in non-compliance with this Code of Conduct or Administrative Code but not in violation of state law, the matter shall be referred to the Board, with notice to the Board member, with a recommendation for appropriate action, which can include, but is not limited to notification of a finding of non-compliance, issuance of a letter of reprimand, censure, loss of travel privileges, leadership positions, appointments to the Metropolitan Water District or other Boards. In the case that substantial evidence does exist indicating a violation of state or federal law the Board will refer the matter to the District Attorney's Office or the U.S. Attorney's Office for criminal charges, or to the Fair Political Practices Commission, as appropriate.

The Administration and Finance Committee and the investigating firm shall review and summarize all ethics complaints in a quarterly report to the Board of Directors. General Counsel shall receive a copy of all findings, reports and actions concerning complaints.

1.5 Board Training

a) Ethics Training

Each Director who commences service with the District shall receive at least two (2) hours of training in general ethics principles and ethics laws relevant to his or her public service no later than one (1) year from the first day of service with the District. Each Director shall receive ethics training at least once every two (2) years.

The District shall inform the Directors annually of ethics training opportunities. Group study or self-study ethics curricula developed by the District must be approved by the Fair Political Practices Commission and the Attorney General and may include local ethics policies.

b) Sexual Harassment Prevention Training

In compliance with AB1825 which makes sexual harassment prevention training mandatory for elected officials, Directors will receive at least two (2) hours of sexual harassment prevention training every two (2) years and after six (6) months from the first day of taking office.

c) Brown Act and Parliamentary Procedure Training

Each Director shall receive Brown Act and Parliamentary procedure training at least once every two (2) years. Each Director who commences service with the District shall receive Brown Act and Parliamentary procedure training no later than six (6) months from the first day of service with the District.

d) New Board of Directors Training

Newly elected or appointed Directors shall receive at least one training on laws related to ethics, conflict of interest requirements, government transparency, open government, and fair government processes within the first six months of taking office. In addition, new Directors shall receive an orientation in the District's governance policies. This training is to be provided by the General Manager, his/her staff designee, or General Counsel.

e) Additional Annual Trainings

Directors shall participate in annual trainings, conferences and briefings with respect to understanding water and public service trends and developments in the Southern California region and at the state level, including Board governance and open government regulations.

Board members shall report during regular Board meetings on trainings, conferences and briefings that were funded by the District.

f) The Board President and Board Committee Chairs shall be offered and encouraged to receive training in the facilitation of meetings.

1.6 Oversight of Directors' Expenses

All expense claims and meeting compensation (per diem) are subject to the District's annual audit review to verify compliance with the Code of Conduct and applicable state laws and regulations.

1.7 Use of District Property and Equipment

A Director can be assigned selected District equipment for use on District business. No Director shall use or permit the use of District equipment, telephones, materials or property, including but not limited to the District's mascot and other outreach supplies for personal or political gain or profit. Outreach supplies may include posters, signage, table cloths, outreach promotional items, and equipment.

No Director shall request a District employee to perform services for their personal or political gain or profit. Each Director must protect and properly use any District asset within his or her own control, including information recorded on paper or in electronic form.

Directors of the District shall not use or alter the District logo, stationery or other facsimile thereof, for business or non-District business, including any solicitation or other political activity.

Directors should contact the General Manager's office for an overview of permissible uses of the District's mascot or other outreach supplies and equipment. Directors who wish to request the District's mascot or request outreach supplies should contact the External Affairs Department to submit a request in accordance to the process approved by the Board.

1.8 Employment

Employment decisions such as hiring, promoting, evaluating, compensation and terminating employees are based on qualifications for the position, ability and performance. Pursuant to Part 3, Chapter 1, Article 1, the General Manager shall have the authority in all matters of employment of District staff. Directors shall abstain from participating in any aspect of employment and personnel matters with the exception of matters pertaining to the General Manager.

All contact or communications with individuals interested in employment with the District should be referred to the Human Resources Department.

1.9 Confidential Information

From time to time, Directors have access to confidential information. With regards to this information:

- (a) A Director shall not use his or her position to obtain official information about any person or entity for any purpose other than the performance of official duties.
- (b) Unless specifically authorized in writing by the Board of Directors, a Director shall not intentionally, knowingly or recklessly disclose confidential

information concerning the property, operations, policies or affairs of the District including private information of any District personnel. This rule does not prohibit any disclosure that is no longer confidential by law or the confidential reporting of illegal or unethical conduct to authorities designated by law.

- (c) Pursuant to Government Code section 54963, a Director shall not disclose confidential information that has been acquired by being present in a closed session (refer to Part 2, Chapter 1, Article 4.6).

1.10 Conflict of Interest

- (a) A Director shall not make, participate in making or in any way attempt to use his or her official position to influence a District decision in which he/she has a financial interest.
- (b) A Director shall not make, participate in making or use his or her official position to influence any District decision directly relating to any contract where the Board member knows or has reason to know that any party to the contract is a person or entity with whom the Board member or any member of his or her family has engaged in any business transaction or transactions on terms not available to the public.
- (c) A conflict of interest may exist any time when a Director's position or decisions provide financial benefit or improper advantage. Directors will comply with the Political Reform Act, Government Code section 1090, et seq., and all other applicable statutes and regulations. To further protect the Directors, all potential contracting parties with the District shall be required to complete a conflict of interest questionnaire prior to the award.
- (d) A Director shall not, directly or indirectly, induce or attempt to induce any District employee:
 - (1) To participate in an election campaign, contribute to a candidate or political committee or engage in any other political activity relating to a particular party, candidate or issue;
 - (2) To refrain from engaging in any lawful political activity.
- (e) For a period of one year after the termination of official duties, a former Director shall not represent any person, group or entity in a lobbying type activity before the District Board or before District employees having responsibility for making recommendations to or taking any action on behalf of the District.

1.11 Award or Administration of Contracts

- (a) Application of Section: This Section shall pertain to matters involving the award or administration of contracts by the District.
- (b) No Director of the District or employee, officer or agent of the District shall participate in the selection, or in the award or administration of a contract or project funding if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (1) A Director or an employee, officer or agent of the District,
 - (2) Any member of his or her immediate family,
 - (3) His or her domestic or business partner, or
 - (4) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- (c) A Director or an employee, officer or agent of the District will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. A Director or an employee, officer or agent of the District, however, may accept an unsolicited gift if the item is of nominal intrinsic value.
- (d) In the event that a Director fails to comply with the standards of conduct set forth in this Section 1.10 (a) through (c) and a conflict of interest is found, the Board reserves the right to nullify the vote of the Director with the conflict and/or revoke or rescind the contract entered into by the Board, unless otherwise prohibited by law, and the Director may be subject to discipline as provided in this Administrative Code.
- (e) If an employee, officer or agent of the District fails to comply with the standards of conduct set forth in this Section 1.10 (a) through (c), then the employee, officer or agent may be subject to discipline as provided in this Administrative Code.
- (f) If a contractor or its employee, officer or agent, or each of them, fails to comply with the standards of conduct set forth in this Section 1.10 (a) through (c), then the contractor may be rendered ineligible for any future contracting with the District.
- (g) If a subcontractor or their agents, or each of them, fails to comply with the standards of conduct set forth in this Section 1.10 (a) through (c), then the

contractor or subcontractor may be rendered ineligible for any future contracting with the District.

1.12 Ex-Parte Communications

- (a) The District strives to ensure the protection of due process and fairness in its decision-making process. The District promotes transparency in its decision-making process and strives to ensure that all District decisions are made on the basis of information available to all District Board members and to the public. When Directors are making any contact with District employees or other District Directors, all parties must exercise sound judgment and caution to prevent an actual or implied impression that such contacts will result in preferential treatment of the prospective contractor.
- (b) Communication Blackout – No person or entity who has a potential new contract with the District, either for professional and other services or for the furnishing of any material, supplies, equipment or real estate to the District shall communicate directly or indirectly with a Director while that matter is pending before the District. Persons or entities that violate this policy will be disqualified from the procurement process. This communication blackout policy will be included in RFPs, RFQs, and related Districts materials to create disclosure and awareness of the policy.

All communications received by District Directors regarding contractual matters during the procurement process or pending review before the Board shall be reported to the General Manager. The General Manager shall designate a single point of contact within the District to whom prospective bidders, vendors and proposers are to direct questions and related communications. District Directors who are contacted shall make no representations regarding the pending contractual matter other than the communication will be forwarded to the General Manager.

- (c) All such communications requesting clarification or further information concerning the pending contractual matter shall be responded to by a District employee in a manner that ensures all other bidders, proposers, vendors or contractors receive identical responses.
- (d) All communications that are not handled as described above, are ex-parte communications which are prohibited. Board action that was the subject of the ex-parte communication may be revoked.

1.13 Participation in Political Activities

The District is subject to the Political Reform Act of 1974, as amended (the “Act”), and regulations of the Fair Political Practices Commission. The purpose of this section is to

impose additional ethics requirements on the directors of the District as permitted by Section 81013 of the Act.

A. Definitions – For purposes of this section, the following definitions shall apply:

- (a) "Contribution" means a payment, a loan, an extension of credit, a forgiveness of a loan, a payment of a loan by a third party or an enforceable promise to make a payment, except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected officer is a contribution to the candidate, committee or elected officer, unless full and adequate consideration is received for making the expenditure.

The term "Contribution" includes the purchase of tickets for events such as dinners, luncheons, rallies and similar fund-raising events; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; and the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without the payment of full and adequate consideration.

The term "contribution" further includes any transfer of anything of value received by a committee from another committee.

The term "contribution" does not include amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution. However, the fact that such amounts have been received shall be indicated in the appropriate campaign statement.

The term "contribution" does not include volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be directly or indirectly repaid to him/her.

A loan or extension of credit shall be considered a contribution from the maker and guarantor of the loan and shall be subject to the contribution limitations of this policy except that such limitations shall not apply to loans or extensions of credit made to the candidate by a commercial lending institution in the lender's regular course of business on terms available to members of the general public for which the candidate is personally liable.

- (b) "Candidate." For the purposes of this section, a person shall be considered a "candidate" when the filing of a statement of intention to be a candidate is filed with the Los Angeles County Registrar Recorder. All limitations on contributions shall apply from that date.
 - (c) "Person." For the purposes of this section, "person" shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee, or any other organization or group of persons acting in concert. "Person" shall also mean any spouse, child or other member of the immediate family of the person or entity making said contribution.
 - (d) "Pending." means the time period between the District issuing a Request for Proposal or other formalized solicitation for the provision of contracting, management or professional services or for the furnishing of any material supplies, equipment or real estate and the approval date by the Board.
 - (e) "Time Restrictions." No person or entity who has a potential new contract as set forth above in section D, has applied to perform services for the district, or is otherwise seeking or lobbying to engage in providing services or doing business with the district, or any person or entity doing business with the District shall contribute directly or indirectly to a Director or director-elect, or anyone running for the office of member of the Board of directors of the District during the period three (3) months prior to the date of election and up to and including the period three (3) months after the date of the election.
- B. Contributions Made on Behalf of Another – No person shall make a contribution on behalf of another, or while acting as the intermediary or agent of another, without disclosing to the recipient of the contribution both the person's, intermediary's or agent's own full name and street address, occupation and the name of the person's, intermediary's or agent's employer, if any, or the person's, intermediary's or agent's principal place of business if the person, intermediary or agent is self-employed; the recipient of the contribution shall also be made aware of the full name and street address and occupation and the name of the employer, if any, or principal place of business, if self-employed, of the actual contributor.
- C. Assumed Name Contributions – No contribution shall be made, directly or indirectly, by any person or combination of persons acting jointly in a name other than the name by which they are identified for legal purposes, nor in the name of another person or combination of persons. No person shall make a contribution in his or her or its name of anything belonging to another person or received from another person on the condition that it is used as a contribution.

- D. Political Contributions – No person or entity who has a potential new contract with the District, either for professional and other services or for the furnishing of any material, supplies, equipment or real estate to the District shall contribute directly or indirectly to a Director while that matter is pending before the District.
- E. Soliciting Political Contributions - Directors are prohibited from soliciting political contributions at District facilities or by using District resources.
- F. Use of District Property - Directors shall not use the District's official seal, or facsimile thereof, in any solicitation for political donations.

1.14 Review of Contracts

All contracts entered into by the General Manager under his authority pursuant to the Administrative Code shall be submitted to the Administration and Finance Committee on a quarterly basis.

1.15 Expense Reimbursement

Payment for travel and other expenses shall be allowed when reasonably necessary to represent the interests and objectives of the District. Business expenses shall normally be paid per the schedule described in this section.

1.16 Expense Limits

Expenditures for lodging, meals, transportation and other activities should provide for a reasonable level of comfort and convenience, but sound judgment shall be exercised to ensure reasonable cost to the District. Reasonable cost will vary depending on locality. All travel arrangements, including airfare, lodging, and train, should be made through a District employee, with pre-payment, whenever possible, especially for conference fees. District employees will work to ensure that travel arrangements are conducted using government or conference rates, whenever possible.

When reimbursement is permitted, Directors will be reimbursed only up to the actual and necessary expenses incurred in performance of their official duties. Expenses in excess of \$20.00 require receipts for reimbursement. For reimbursable expenses of \$20.00 or less, a written explanation is required if receipts are not available.

1.17 Travel Authorization

Actual and necessary travel expenses may be incurred in connection with official representation of the District in order to:

- (a) Attend seminars, conferences, hearings or other meetings directly related to the business of the District;

- (b) Interview persons, inspect facilities or exchange professional information;
- (c) Participate in other activities, as approved by the Board requiring expenditures for travel, meals and lodging that are necessary and in the best interests of the District.
- (d) Each Director shall be permitted a budget not-to-exceed \$7,000 per fiscal year to attend conferences or seminars to carry out the duties described in section 1.3 Board Training. . Attendance or expenses which would exceed the permitted budget shall require District Board approval prior to attending or registering for said seminar or conference.

1.18 Authorized Expenses

A. Expenses in General

Authorized expenses normally include lodging, meals, common carrier fares, rental of automobiles, tips (not to exceed 20% of the cost of food or service), trip cancellation insurance costs and parking fees.

A Director may not submit a claim to the District for reimbursement of an expense reimbursed by another party.

B. Lodging/Overnight Travel

Lodging should only be obtained when outside of the local area (Los Angeles and Orange Counties) or in extenuating circumstances with prior approval by the Board in a public meeting. Lodging shall be obtained at the most economical rate reasonably available. Government rates should be utilized, if available. Use of conference headquarters hotels is encouraged. Lodging in connection with a conference or organized educational activity conducted in compliance with Government Code Section 54952.2(b) shall not exceed the maximum group rate published by the group or activity sponsor, provided that lodging at the group rate is available.

Costs associated with travel will be the Director's personal responsibility. The Director will submit expenses for reimbursement and only those charges deemed eligible for reimbursement will be reimbursed. Personal and other incidentals (movies, snack bar fees, personal phone calls, etc.) will not be charged to the District. It is the responsibility of the individual traveling to pay for personal and other incidentals and to obtain the hotel folio for reimbursement submittal purposes at the time of check out from the hotel. Business center charges such as faxes, email, etc. are reimbursable if necessary to the performance of official District

duties and the business purpose is documented. Business calls to District facilities will be reimbursed in full.

C. Business Meals

Reimbursement for meal expenses shall be provided by the District only upon full compliance with the requirements of the provisions of this section.

1. Only costs associated with conducting business that are reasonably necessary to further the interest of or benefit the purposes or objectives of the District will be reimbursed.
2. Directors should make every effort to hold meeting at the District's headquarters to limit unnecessary expenses.
3. A meal receipt must be accompanied by an itemized account of charges or the bill/statement, and must include the cost of meals and non-alcoholic beverages from the restaurant or food establishment where the meeting/meal was conducted, and shall include a description of the business purpose (i.e. the topics covered which relate to District business) of the meeting.
4. A meal furnished by a District Director to a person who is not a District representative will be reimbursed if the business conducted is reasonably necessary to further the interest of or benefit the purposes or objectives of the District.
5. Reimbursement of costs of meals provided to third parties and District contractors are prohibited. The District defines third parties as spouses, family, friends, or persons not doing business with the District.
6. When claiming reimbursement for meals the names of individuals doing business with the District must be provided. At the time of submitting meal expenses, Directors need to submit a personal check for costs incurred for third parties. Separate receipts should be requested, whenever possible, for third parties not doing business with the District.
7. Meals that occur in the local service area between District representatives (i.e. between Directors or between Directors and employees) are prohibited from being reimbursed unless there is a business necessity to conduct the meeting during the breakfast, lunch, or dinner hours. A brief explanation of the business necessity

must accompany the itemized meal receipt when submitting for reimbursement.

The one exception to the rule is when district representatives (2 or more) are at a conference and one receipt includes the cost for all District representatives.

8. All meals for which expenses are incurred while traveling shall be reimbursed at the daily maximum rate of \$85 per District representative. Meal reimbursement is intended to cover the incremental expense of having to eat out while traveling. It is not intended to cover the entire cost of the meal. Hence, the daily maximum meal allowance includes the meal, non-alcoholic beverages and tips. When the cost of meals is included in a registration fee, separate reimbursement for the covered meal is not allowed.

D. Attendance at Conferences/Business Meetings

Directors shall be entitled to reasonable expenses incurred and per diem for traveling to attend approved conferences, beginning one day prior to the start of the conference/business meetings and no later than one day following the conclusion of the conference. Travel to and from conference/business meetings in Los Angeles and Orange Counties is not normally reimbursed except under extenuating circumstances.

E. Transportation

Use of air travel, train, rental car or private car shall be selected on the basis of the most reasonable and appropriate method, taking into consideration distance, time and total costs to the District.

The following types of travel expenditures while on District business are allowable:

- a) Travel by private automobile –The Director must possess a valid California driver's license and carry automobile insurance. Each Director shall provide proof of a valid California driver's license and proof of insurance to the Human Resources Department which shall be reviewed and updated annually. The District shall register for the California Department of Motor Vehicle's Motor Vehicle Record pool for purposes on confirming ongoing compliance. It is the responsibility of Director to practice safe and defensive driving. Any damages to the vehicle or service repairs are of a personal nature and shall not be reimbursed by the District. Mileage reimbursement will be based on the vehicle (i.e., the owner of the vehicle will be

reimbursed and not the passengers). All Directors who drive on behalf of or for District business or purposes shall comply with the driver's license and insurance requirements section as set forth in this Section. Any Director not in compliance with the requirements set forth above shall not drive on behalf of or for District business or purposes and will be ineligible to receive automobile or transportation allowance or mileage reimbursement unless the Director cannot meet such requirements due to a qualifying disability.

Automobile or Transportation Allowance – District Directors may receive a monthly automobile or transportation allowance. The automobile or transportation allowance is provided to reimburse Directors for his/her reasonable and necessary automobile or alternative transportation expenses, which include the cost of vehicle acquisition/lease, maintenance and repairs, insurance and gasoline costs for vehicle use or for the reasonable cost of obtaining alternate means of transportation for District business or purposes. Directors who may be unable to drive due to a qualifying disability may use the automobile or transportation allowance for alternative transportation expenses as long as medical certification is provided on an annual basis. An appointed Water Purveyor shall not be eligible to receive this allowance.

- b) The automobile or transportation allowance amount is \$397 per month. Expenses incurred for use of private automobile for travel within Los Angeles County is covered by the director's car allowance. Mileage incurred for travel beyond these limitations is reimbursable at the standard IRS mileage reimbursement rate. The auto or transportation allowance amount may be increased by the Consumer Price Index (CPI)-Fuel percentage for the previous 12-month period or the increase in the Internal Revenue Service (IRS) mileage rate, whichever is higher.
- c) To process mileage reimbursement, eligible Directors must submit a mileage reimbursement form within two (2) months of incurring the mileage expense. Mileage reimbursement forms must identify the destination, purpose, and date of meeting. Documentation verifying the miles traveled such as Google maps or MapQuest directions must accompany the mileage reimbursement form. Parking will be reimbursed upon presentation of the original receipt.
- d) Automobile or transportation allowance and mileage reimbursement are contingent on annual verifications of valid driver's license, automobile insurance, and an acceptable driving record. Suspension of the automobile or transportation allowance and mileage reimbursement will occur for an indefinite period of time until the requirements set forth are met again.

- e) Air travel – Travel shall be in coach class or equivalent service, unless the Board determines some physical problem or exceptional circumstance warrants travel in a higher class. Exceptional circumstances may include special accommodations necessitated by a medical or physical condition or prolonged travel in excess of four hours. If a Director wishes to drive rather than fly to a destination, he/she may do so subject to all requirements set forth in this Section. In the event that trip cancellation protection insurance is purchased, all proceeds paid from any claim shall be paid or reimbursed to the District.
- f) Train Travel – Train travel shall be in coach class or equivalent service, unless the Board determines some physical problem or exceptional circumstance warrants travel in a higher class. Exceptional circumstances may include special accommodations necessitated by a medical or physical condition or prolonged travel in excess of four hours. If a Director wishes to drive rather than to travel by train to a destination, he/she may do so subject to all requirements set forth in this Section. In the event that trip cancellation protection insurance is purchased, all proceeds paid from any claim shall be paid or reimbursed to the District.
- g) Rental vehicles – When rental vehicles are used, the least expensive, appropriate vehicle is to be used. The District's standard classes of rental car are compact or mid-size models, unless district-related business requires a larger car. Limousines or chauffer/driver rentals are prohibited.

The Director is responsible for all out-of-pocket expenses in excess of the District's recommendation that are not approved in advance by the Board.

Directors who wish to rent a vehicle for conference travel, shall rent vehicle with their personal credit card and will seek reimbursement in accordance with this policy. Rental vehicles must be rented under the Director's name and can only be driven by the Director. The length of the rental vehicle shall be limited to the day before the conference starts and to the next day after the conference ends. Business hours for vehicle rental pick up and drop off will also be taken into consideration under this policy.

Gas is reimbursable only for rental vehicle expenses. The Director should refuel the car prior to returning it to the rental agency to avoid excessive gasoline charges. Rental vehicle insurance is an authorized expense. Any Director involved in an accident while driving a rental car must immediately report the incident to the rental agency and the General Manager.

F. Authorized Expenses for Metropolitan Representatives

All transportation costs incurred by the District's Metropolitan Water District of Southern California ("Metropolitan") representatives, for travel done on behalf of Metropolitan, shall be reimbursed by Metropolitan.

The District's Metropolitan representatives, who are not District Directors, are not entitled to an automobile allowance from the District.

G. Incoming Directors

Directors who have been elected but have not been sworn in shall be reimbursed for reasonable and prudent travel and conference expenses incurred while on District business, under the same requirements as sworn Directors, with the approval of the current Board.

1.19 Unauthorized Expenses

Items of a personal nature are not reimbursable including: movies, entertainment, premium television services, personal phone calls, alcoholic beverages, dry-cleaning, spas, gyms, barber, magazines, shoeshine, travel insurance which insures the individual (not trip cancellation protection insurance), purchase of clothing or toiletries, loss of tickets, fines or traffic violations or other items of a personal nature.

If unauthorized expenses have been paid by the District, the Director will be responsible for immediate reimbursement to the District either by personal check or a payroll deduction.

1.20 Reimbursement of Expenses

All claims shall be submitted to the District for review within two (2) months after the expense is incurred. Claims submitted after two (2) months, must be approved by the Board of Directors.

- a) Claims shall be submitted on forms supplied by the District. Such forms must include a description of the expense, names (if appropriate), date incurred and a description of the business purpose of the expense.
- b) For meal reimbursements, meal receipts must be accompanied by an itemized account of charges, and the names of the guests when claiming reimbursement for meals that include guests. Separate receipts should be requested, whenever possible, for personal guests not doing business with the District.

- c) Expenses incurred by a District Director but prepaid by the District or charged on a District credit card must be listed on the expense claim form and noted as paid by the District.
- d) Receipts that are not submitted with the instructions set forth will not be reimbursed and will be returned for corrections.

1.21 Cash Advances and Credit Card Usage

- e) District Directors shall not be issued District credit cards.
- f) The District will not make cash advances.

1.22 Communication Allowance

District Directors may receive a communications allowance of \$200 per month. The District's Metropolitan representatives who are not District Directors shall not receive this allowance. An Apointed Water Purveyor shall not be eligible to receive this allowance. This monthly amount reflects the necessary cost to cover the following equipment and services:

- All-in-one printer, copier and scanner,
- cellular phone,
- computer and monitor,
- dedicated phone line,
- fax machine,
- printer,
- software, and
- wireless communication and Internet.

District Directors will receive a flat monthly communications allowance. The monthly payment shall be in-lieu of the payment or reimbursement for any telephone calls, Internet fees, equipment or media.

1.23 Compensation to Directors for Attendance at Meetings

It is the policy of the District to compensate its Directors for the time they dedicate to advancing the projects and activities of the District. Directors shall be compensated for each day's attendance at meetings of the Board and committees thereof, or for each day's

work at direction of the Board, not exceeding a total of 10 days in any calendar month. Such amount may be established by ordinance or resolution. Directors will also be reimbursed for authorized travel and other expenses when on official duty or when acting on behalf of Board. (For Metropolitan Water District Representatives, please refer to the Directors' Code of Conduct.)

"Meetings" are defined as meetings of the Board, committee meetings and such other meetings and events as reasonably necessary to further the interests of the District, subject to Board approval. The District will pay each Director per diem for each day's attendance at approved meetings as set forth below and reimburse expenses.

The amount of compensation to Directors may be increased each March pursuant to Ordinance No. 01-24 by the Consumer Price Index (CPI) percentage for the previous 12-month period or five percent (5 percent), whichever is less.

1.24 Number of Meetings

- g) Each Director shall be compensated (a per diem) in the amount established by Ordinance 01-24 for each day's attendance at approved meetings of the District and conferences as described below, not exceeding a total of 10 meetings in each calendar month. Directors are prohibited from receiving compensation for more than one meeting in the same day.
- h) Each Representative of the Metropolitan Water District of Southern California ("Metropolitan") appointed by the District, and who is not a District Director shall be compensated (a per diem) in the amount established by Ordinance 01-24 for no more than 10 Metropolitan meetings or conferences in each calendar month, as described below.
- i) Each District Director who is also appointed by the Board as a Metropolitan Representative shall be compensated (a per diem) in the amount established by resolution for each day's attendance at approved meetings of the Board and the Metropolitan Board and conferences as described above, not exceeding a total of 20 days in each calendar month. However, no more than 10 meetings per month for any one District are allowed. Each person who represents the District on the Metropolitan Board shall attend Metropolitan committee and Board meetings and their Board's committee and Board meetings and such other meetings as are reasonably necessary to adequately represent the interests of the District to which they have been appointed.
- j) Each Director who is also appointed by the Board as a Metropolitan Representative shall not receive more than the amount established

by Ordinance 01-24 for each day's attendance at approved meetings. Directors are prohibited from receiving compensation for more than one meeting in the same day, even when such Director attends a Metropolitan and any of their approved Board meetings.

1.25 Approved Ad Hoc and Non-District Meetings

Each Director of the District is authorized to receive compensation for attendance at meetings of organizations of which the District is a member, pays dues or is determined by the Board to be important to further the interests of the District. These organizations are listed in Exhibit "C" attached hereto and incorporated herein.

For all conferences and meetings except meetings of the District and Committees, Directors who attend must make brief oral or written reports to the other Board members at the next scheduled District Board meeting.

The following meetings shall be assigned by the Board President to individual Directors who will receive compensation for attendance at such meetings:

- k) ACWA Joint Powers Insurance Authority/Region 8.
- l) District ad hoc committee meetings.

1.26 Metropolitan Water District Representatives Approved Meetings

The District's Metropolitan representatives, who are not District Directors, are authorized to attend the meetings and events listed below on behalf of the District and for which compensation (a per diem) will be paid by the District unless otherwise compensated by Metropolitan:

- m) Board and committee meetings of the Metropolitan Water District
- n) Board meetings of the Central Basin Municipal Water District
- o) District sponsored inspection trips of Metropolitan Water District facilities
- p) Presentations made to outside agencies on behalf of Metropolitan Water District
- q) Association of California Water Agencies – Semi-Annual Conference
- r) Colorado River Water Users Association – Annual Conference
- s) Southern California Water committee meetings

- t) Scheduled meetings with the Metropolitan Water District of Southern California staff
- u) General Manager-approved meetings with District employees
- v) General Manager-approved meetings with Special Counsel

1.27 Non-Compensable Meetings

The following are examples of non-compensable meetings that are not necessary to represent the interests of the District. Such non-compensable meetings include, but are not limited to the following:

- w) Canceled Board and Committee meetings due to a lack of quorum;
- x) Service club meetings where a Director is not making a presentation on behalf of the District;
- y) Meetings a Director has with other elected officials or their representatives, which are not reasonably necessary to represent District interests;
- z) Informal or non-scheduled meetings with District employees;
- aa) Meetings with other Directors;
- bb) Meetings with vendors/contractors;
- cc) Informal or non-scheduled meetings with the Metropolitan Water District of Southern California staff;
- dd) Purely social or ceremonial events not pre-approved by the Board;
- ee) Parades, festivals, holiday events, retirement dinners; and
- ff) Meetings with a partisan and/or non-partisan political organization, candidate or staff.

1.28 Extraordinary or Emergency Meetings

If a need arises for a Director to attend or participate in a meeting not covered by this policy, and for which timely approval by the District Board or District Administration and Finance Committee is not practical, the Director must seek review and recommendation from the Administration and Finance Committee at the earliest possible date, followed by Board approval at the next scheduled Board meeting.

1.29 Rules of Conduct at Board Meetings

As emphasized in earlier Board Meetings section:

- (a) Board members shall conduct themselves in a respectful manner at all times during Board and Committee meetings, and act civilly when engaging with the public, staff or fellow Directors.

1.30 Submittal and Review of Per Diem and Expense Claims

For all meetings, Directors can submit claims for per diem compensation on forms provided by the District within two (2) months of the attendance date of meeting. Claims received after two (2) months require Board approval prior to payment. The entries on this form shall clearly document each Director's attendance of the meeting, the purpose of each meeting, the location and the names and affiliations of other parties who were in attendance.

Each form is to be submitted to the District for processing. Upon receipt of the form, it will be reviewed to ensure that the claims adhere to the policies outlined above. Any claims submitted that do not fall under this policy's guidelines will be forwarded to the District Administration and Finance Committee for review prior to payment. The Administration and Finance Committee will review all Directors' expenses monthly, during their regularly scheduled Administration and Finance Committee meeting.

Director's per diem and other expenses should be submitted to the District as provided per the District's schedule and will be processed for payment for the following Wednesday. Directors may choose payment via direct deposit or check.

1.31 Public Awareness and Outreach

The District recognizes the importance of promoting water awareness, conservation and education. Accordingly, the District is authorized to initiate or participate in non-political public awareness activities.

Such activities shall include events of a non-political nature, including educational events, community issues forums, community festivals, environmental events, senior citizen forums and others which do not entail political, partisan, and/or religious participation, but which serve as outlets of information related to water issues and which may bring about institutional recognition for the District.

The District is not a charitable organization, and thus is refrained from engaging in activities that do not meet the criteria as described in the policy below.

1.32 Outreach Guidelines

A. Introduction and Purpose

An important goal of the District's outreach strategy is the promotion of water issues and to increase awareness of District programs, projects and policies. The District produces various events (District Hosted Events) designed to promote water issues and to increase awareness of District programs, projects and policies. The District supports certain organizations and events on an annual basis as identified in its budget. The District recognizes there are other organizations that organize, produce, or host events which offer opportunities for the District to promote water issues and to increase awareness of District programs, projects and policies. Such public events are considered "Non-District Sponsored Events."

Sponsorships made by the District to support events hosted by organizations in the service area should promote discussion of water issues from a local, regional, statewide or national perspective and/or provide the opportunity to increase awareness of District programs, projects and policies. The District provides support for community water awareness programs and projects, water-related education outreach programs, and public policy water conferences.

B. Budgeted and Pre-Approved Sponsorships

The District approves on an annual basis, through its budgetary process, participation in and sponsorship of certain water related events, conferences, and programs, which bear a direct relationship to the District's operations and activities.

C. District Hosted Events

The District may produce events to promote water issues and to increase awareness of District programs, projects and policies, provided that such events are not political, partisan and/or religious in nature. The District may also partner on regional events.

D. Requirements for Non-District Sponsored Events

The General Manager or Director of External Affairs (in accordance with the District's Procurement Policy) may decide to sponsor or authorize participation in Non-District Sponsored Events provided that such events: (1) provide the opportunity to promote water issues or increase awareness of District programs, projects and policies; (2) are not political, partisan and/or religious in nature; 3) are open to the community; and 4) meet the requirements as defined by this policy.

The requesting party must complete the District's Community Outreach Application (Application) and provide clearly defined reasons for District participation in the Non-District Sponsored Event, including details about how the Non-District Sponsored Event

promotes water issues or provides an opportunity to increase awareness of District programs, projects and policies.

The Non-District Sponsored Event must have a staff member present and include at least one of the following criteria:

- a. A speaking opportunity for a District representative; or
- b. A District booth or table at the event to distribute District information or promotional items to promote District awareness

Verification of a speaking event or hosting of a booth for the Non-District Sponsored Event must include supporting documentation (i.e. a flyer) and submitted to the Director of External Affairs at the time the application is submitted at least 30 days in advance.

The District will only issue payment through checks paid directly to host organizations which meet these guidelines. No cash disbursements will be made for events covered by these guidelines. Invoices for such payments must be submitted at least 30 days prior to the requested event.

E. Proposed Expenditures

A pre-determined amount approved in every fiscal year budget is available to pay sponsorship or participation fees for designated Non-District Sponsored Events. Any expenditure made for Non-District Sponsored Events must be related to the promotion of water issues or increase awareness of the District's programs, projects and policies.

F. Restrictions

Collateral or promotional materials will not qualify for Non-District Sponsorship. Expenditures for outreach should not exceed \$200 per event per fiscal year. Sponsorship per organization is dependent upon available funds in budget.

1.33 Code of Conduct Enforcement and Sanctions

A Director who is subject to a finding of violation or non-compliance with the Code of Conduct or other section of the Administrative Code shall be reported to the Administration and Finance Committee, which in turn can make recommendations to the Board. The sanction imposed should depend upon the severity of the violation and may be progressive unless the violation is determined to be so egregious as to warrant more severe action as an initial sanction.

While the Board does not have the power to remove any Director from office, the Board, by a majority vote, may take other action as deemed appropriate, including:

- a) Public or private censure by the Board;
- b) Disqualification from participation in any discussion or vote on the matter related to the violation;
- c) Removal of the Director from one or more committee appointments or designated MWD representative appointment; and
- d) Any other sanction determined by the Board of Directors to be appropriate and reasonable based upon the nature of the violation that is permissible under the law.

EXHIBIT “A” Conflict of Interest and Disclosure Code

CATEGORY 1

Persons in this category shall disclose all interests in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Persons are not required to disclose a residence, such as a home or vacation cabin, used exclusively as a personal residence; however, a residence in which a person rents out a room or for which a person claims a business deduction may be reportable.

CATEGORY 2

Persons in this category shall disclose all investments and business positions.

CATEGORY 3

Persons in this category shall disclose all income (including gifts, loans and travel payments) and business positions.

CATEGORY 4

Persons in this category shall disclose all business positions, investments in, or income (including gifts, loans and travel payments) received from business entities that manufacture, provide or sell service and/or supplies of a type utilized by the agency and associated with the job assignment of designated positions assigned this disclosure category.

CATEGORY 5

Individuals who perform under contract the duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interests in the categories assigned to that designated position.

In addition, individuals who, under contract, participate in decisions which affect financial interests by providing information, advice, recommendations or counsel to the agency which could affect financial interests shall be required to file Statements of Economic Interests, unless they fall within the Political Reform Act's exceptions to the definition of consultant. The level of disclosure shall be as determined by the General Manager of the agency. (See footnote in Exhibit “B” for clarification.)

EXHIBIT “B” Designated Positions/Disclosure Categories

| <u>Designated Positions</u> | <u>Disclosure Categories</u> |
|---|------------------------------|
| Directors | 1, 2, 3 |
| General Manager | 1, 2, 3 |
| General Counsel | 1, 2, 3 |
| Accounting Manager | 2, 3 |
| Assistant Engineer | 4 |
| Director of Administration & Board Services | 4 |
| Finance Director | 2, 3 |
| Education & Grant Manager | 4 |
| Engineering and Operations Manager | 1, 4 |
| Director of Human Resources | 2, 3 |
| Director of Technology | 1, 4 |
| Director of External Affairs | 4 |
| Public Information Officer | 4 |
| Conservation Manager | 4 |
| Water Resources Manager | 4 |
| Contracts & Procurement Analyst | 4 |
| Chief Engineer | 1, 4 |
| Consultants/New Positions* | 5 |

EXHIBIT “B” (Cont’d)

*Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:

The General Manager or his or her designee may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager or his or her designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

Exhibit “C” District Approved Meetings

1. Central Basin Municipal Water District Board meetings
2. District Committee meetings
3. Prescheduled and calendared meetings with the General Manager through District Board and Administrative Services
4. General Manager-approved and scheduled meetings with District staff
5. Meetings formally requested by General Counsel pertaining to legal matters of the District
6. Meetings formally requested by Special Counsel pertaining to legal matters of the District
7. City Council and other community meetings within the District’s service area to discuss water policy or projects related to the District’s mission
8. Meetings with local, state or federal elected officials to discuss water policy or projects related to the District’s mission
9. Meetings with District purveyors to discuss water policy or projects related to the District’s mission
10. District events or events which are sponsored by the District
11. American Water Works Association
12. Association of California Water Agencies — Region 8 Board meetings and Semi-annual Conferences
13. Association of California Water Agencies/Joint Powers Insurance Authority meetings and Conferences
14. Association of Metropolitan Water Agencies
15. California Association of Sanitation Agencies
16. California Contract Cities Association – Annual Conference, Seminars and business meetings
17. California Special Districts Association

18. California Urban Water Conservation Council
19. California Water Awareness Campaign
20. Central Basin Water Association
21. Central Basin Water Rights Panel
22. Chambers of Commerce meetings within the District's service area
23. Colorado River Water Users Association
24. Compton Creek Mosquito Abatement District
25. Gateway Cities Council of Governments
26. Gateway Water Management Authority
27. Greater Los Angeles Gateway County Integrated Regional Water Management
28. Independent Cities Association
29. League of California Cities
30. Local Agency Formation Commission
31. Long Beach Water Commission
32. Los Angeles County Board of Supervisors
33. Los Angeles County Flood Control District
34. Los Angeles County Sanitation District
35. Los Angeles & San Gabriel River Watershed Council
36. Metropolitan Water District (MWD) of Southern California – Board meetings, committee meetings, and inspection trips of MWD facilities
37. National Association of Latino Elected and Appointed Officials
38. National League of Cities
39. National Water Research Institute

40. National Water Resources Association
41. Public Officials for Water & Environmental Reform
42. San Gabriel River Discovery Center Authority – Board meetings and Committee meetings
43. San Gabriel River Watermaster Board meetings
44. San Gabriel Valley Protective Association
45. Southeast Water Coalition
46. Southern California Water Committee meetings
47. Upper San Gabriel Valley Municipal Water District – Board meetings and Committee meetings
48. Urban Water Institute, Inc.
49. Water Education for Latino Leaders – Conferences and Workshops
50. Water Education Foundation
51. Water Replenishment District of Southern California – Board meetings and Committee meetings
52. WaterReuse Association – Conferences, meetings, and Board meetings
53. WaterReuse Foundation
54. West Basin Municipal Water District - Board meetings and Committee meetings
55. West Basin Water Association

Exhibit “D” Description of Committee Functions

COMMITTEES (NOTE: The following are “Standing Committees”, which have either: 1) a continuing subject matter jurisdiction or 2) a meeting fixed by charter, ordinance, resolution or other formal action of the legislative body. Standing committees comprised of less than a quorum of the governing body are covered by the Brown Act.)

WATER RESOURCES & GOVERNMENTAL AFFAIRS COMMITTEE

The Water Resources and Governmental Affairs Committee studies, advises and makes recommendations with regard to the following:

- Policies, sources, and means of importing water required by the District;
- Reviews the water rates and conditions governing the sales and exchanges of water;
- Policies regarding the sale and delivery of water for optional uses;
- Policies regarding allocation of water standby charge, or availability of service revenue requirements among member public agencies;
- Water standby or availability of service charges within the District;
- Policies regarding annexation and the requirements, procedures, terms, and conditions for annexation;
- Energy matters relating to water supply;
- Policies regarding water conservation, reclamation, reuse, and underground storage of water and the use thereof.
- Ensuring that the residents within the District boundaries, the member agencies and cities within the area, and other agencies that the District activities involve have an understanding of, and support the measures and programs that are necessary for the District to continue to provide adequate service and meet the water supply needs of its communities;
- Selection of local and state government services consultants; making recommendations for effective governmental relations with state, federal, and local legislators;
- Selection of outreach consultants when new project will impact the service area constituents;
- Review of promotional items, bottled water distribution, and publications;
- Reviewing both inside and outside communications efforts of the District, including media and public relations;
- Review of education and conservation programs; and
- Review special event planning.

ENGINEERING AND OPERATIONS COMMITTEE

The Engineering and Operations Committee studies, advises and make recommendations with regard to the following:

- Reviews plans, specifications, and bids;

- The initiation, scheduling, contracting, and performance of construction programs and work, and the equipment or materials to be used, replace, disposed of, or salvaged;
- The operation, protection, and maintenance of the plants and facilities required for the production, exchange, sale, storage, treatment, and delivery of water and power for the storage and treatment of water; and for the distribution of electrical energy to the pumping plants; and
- The providing of storage and distribution facilities and connections for the delivery of water.

ADMINISTRATION & FINANCE COMMITTEE

The Administration and Finance Committee studies, advises and makes recommendations with regard to the following:

- The form of the District's organization and the flow of authority and responsibility;
- Periodic independent reviews and studies of the organization, the classification of positions, job duties, salaries, and salary ranges;
- Relations between the District and its employees including all matters affecting wages, hours, pension plans, and other employee benefits, and other terms and conditions of employment;
- Areas of special concern to the District and its employees, including, but not limited to, equal employment opportunity, affirmative action, and work rules pertaining to the health and safety of employees;
- Policies and rules regarding the employment, discipline and discharge of District employees;
- Selection of management personnel consultants and the determination of the scope of their assignments; and
- Individuals to serve in positions requiring Board approval.
- Addresses compliance issues related to the Code of Conduct or the Conflict of Interest provisions of the Administrative Code;
- Preparation of budgets;
- Sale of bonds and borrowing and repayment of monies;
- Disposition and investment of funds;
- Authorization of appropriations;
- The determination of revenues to be obtained through the sale of water, water standby charges or availability of service charges, and the levying of taxes;
- The financial impact and requirements of policies concerning annexation;
- The financial aspects of the District's risk management program;
- Questions pertaining to insurance coverage and self-insurance;
- The selection of auditors and financial and insurance consultants, and the determination of the scope of their assignments, and the selection of attorneys to act as bond counsel; and
- Form and contents of accounts, financial reports, and financial statements.

Additionally, the Administration and Finance Committee investigates and/or refers ethics complaints against Directors, officers and employees of the District, and addresses Auditors' periodic and annual reports.