



**SPECIAL NOTICE REGARDING  
CORONAVIRUS DISEASE 2019 (COVID-19)  
AND PARTICIPATION IN PUBLIC MEETINGS**

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The San Bernardino Valley Municipal Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all Board and Workshop meetings of the San Bernardino Valley Municipal Water District will be held pursuant to the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue.

**BOARD OF DIRECTORS WORKSHOP - ENGINEERING  
TUESDAY, AUGUST 9, 2022 – 2:00 P.M.**

**PUBLIC PARTICIPATION**

Public participation is welcome and encouraged. You may participate in the August 9, 2022, meeting of the San Bernardino Valley Municipal Water District online and by telephone as follows:

**Dial-in Info: (877) 853 5247 US Toll-free**

**Meeting ID: 753 841 573**

**PASSCODE: 3802020**

**<https://sbvmwd.zoom.us/j/753841573>**

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to [comments@sbvmwd.com](mailto:comments@sbvmwd.com) with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Monday, August 8, 2022. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

**IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.**



**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**  
380 E. Vanderbilt Way, San Bernardino, CA 92408

**BOARD OF DIRECTORS WORKSHOP - ENGINEERING**

**AGENDA**

**2:00 PM Tuesday, August 9, 2022**

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**CALL TO ORDER**

Chairperson: Director Harrison

Vice-Chair: Director Hayes

**1) INTRODUCTIONS**

**2) PUBLIC COMMENT**

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items except as authorized by law. Each speaker is limited to a maximum of three (3) minutes.

**3) SUMMARY OF PREVIOUS MEETING**

3.1 Board of Directors' Workshop - Engineering - July 12, 2022(Page 3)  
[Summary Notes BOD Workshop - Engineering 071222](#)

**4) DISCUSSION ITEMS**

4.1 Consider the Purchase of a Network Firewall and Monitoring/Analytics Application (Page 10)  
[Staff Memo - Consider the Purchase of a Network Firewall and Monitoring/Analytics Application](#)  
[Fortinet Security Fabric Tools illustration](#)

4.2 Consider the Purchase of a Core Switch(Page 13)  
[Staff Memo - Consider the Purchase of a Core Switch](#)  
[Nth Generation core switch quote](#)

4.3 Consider Replacement of Two Air Conditioning Units at Greenspot and Crafton Hills Pump Stations(Page 17)  
[Staff Memo - Consider Replacement of Two Air Conditioning Units at Greenspot and](#)

Crafton Hills Pump Stations  
Quotes for Replacement of two 2 AC units by Ontario Refrigeration

- 4.4 Review Employee Handbook Update(Page 23)  
Staff Memo - Review Employee Handbook Update  
Employee Handbook Draft

5) **FUTURE BUSINESS**

6) **ADJOURNMENT**

PLEASE NOTE:

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 380 E. Vanderbilt Way, San Bernardino, during normal business hours. Also, such documents are available on the District's website at [www.sbvmd.com](http://www.sbvmd.com) subject to staff's ability to post the documents before the meeting. The District recognizes its obligation to provide equal access to those individuals with disabilities. Please contact Melissa Zoba at (909) 387-9228 two working days prior to the meeting with any special requests for reasonable accommodation.



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**DATE:** August 9, 2022  
**TO:** Board of Directors Workshop – Engineering  
**FROM:** Staff  
**SUBJECT:** Summary of July 12, 2022, Board of Directors Workshop – Engineering

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The Engineering Workshop convened on July 12, 2022. Director Harrison chaired the meeting via video conference.

Directors Present: President Kielhold, Vice President Hayes, Director Botello, Director Harrison, and Director Longville.

**Staff Present:**

Heather Dyer, MS, MBA – Chief Executive Officer / General Manager  
Joanna Gibson, MS – Executive Director Upper SAR Habitat Conservation Program  
Wen Huang, PE, MS -- Deputy General Manager / Chief Engineer  
Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board  
Cindy Saks, CPA – Deputy General Manager/Chief Financial Officer  
Melissa Zoba, MBA, MPA – Chief Information Officer

Matthew E. Howard, MS – Water Resources Senior Planner  
Adekunle Ojo, MPA – Water Resources Manager  
Kai Palenscar, Ph.D. – Environmental Compliance Program Manager  
Shavonne Turner, MPA – Water Conservation Program Manager

Olivia Ramirez – SBVMWD Intern

**Members of the Public Present:**

Joyce McIntire, Yucaipa Valley Water District  
Melody McDonald, San Bernardino Valley Water Conservation District  
Athena Laroche, San Bernardino Valley Water Conservation District

## **1. Introductions**

The following attendees introduced themselves:

- Joyce McIntire, Yucaipa Valley Water District
- Melody McDonald, San Bernardino Valley Water Conservation District

## **2. Public Comment**

Chair Harrison invited public comment. There was none.

## **3. Summary of Previous Meeting**

The meeting notes from the June 16, 2022, Board of Directors Workshop - Engineering were accepted with no corrections.

## **4. Discussion Items**

### **4.1 Update on the Cactus Basins Recharge Project**

Deputy General Manager / Chief Engineer Wen Huang reminded that staff has been working cooperatively with partners for several years on this project to facilitate recharge of State Project Water (SPW) in the Cactus Basins, located on the west side of the District's service area in the City of Rialto.

Mr. Huang described the location of the Foothill pipeline from the State Water Project (SWP) which can be used for direct delivery or recharge into the groundwater basin, and also connects to the San Gorgonio Pass Water Agency on the east side. Valley District also shares capacity in the Devil Canyon – Azusa pipeline, which is used to provide direct delivery to customers on the west side of the service area, and will facilitate any future SWP recharge, he explained.

Mr. Huang pointed out the 35-square-mile Rialto-Colton Basins referred to in the 1969 Western San Bernardino judgment. The historical pond locations had been used to recharge up to about 38,000 acre-feet (af) of SPW in the 1980s and 1990s, however this is now the location of the West Valley Water District's (WVWD) Roemer Water Treatment Plant.

For the last decade, the District has been seeking an area for large scale SWP recharge, Mr. Huang advised. Given the build-out of the area, it is difficult to find the land needed for such a facility. He detailed the location and layout of the Cactus Basins. Existing Basins 1 and 2 were constructed in the 1970s and 80s. Basins 3 and 3A were completed in 2017. The San

Bernardino County Flood Control District (SBCFCD) began construction on Basins 4 and 5 in 2019, but work was stalled due to a dispute with the contractor. SBCFCD is working toward resolution in order to finish the project by the end of this year, he stated.

Mr. Huang noted the Rialto-Colton Basin has no major surface water and receives a limited amount of recharge. A large portion of the upper Basin is regulated by the 1961 Rialto Decree which limited production based on the average spring high water levels from three index wells, he explained. Based on the formula, producers have had to cut back their adjudicated rights by 40 percent, which is why the District desires the facilities to store or replenish groundwater when SPW is available.

Mr. Huang advised that some Rialto-Colton Basin groundwater is being contaminated by the 160-acre Rockets, Fireworks and Flares site. Groundwater modeling is being done to satisfy that the recharge will not have adverse impact on the groundwater plume migration or change the groundwater remediation system currently in place. Results show that up to 6,900 af can be recharged in Cactus Basins 3 and 3A with no adverse impact, he advised.

Based on preliminary discussion with SBCFCD, there are no seasonal restrictions as long as recharge does not impact flood protection purposes, Mr. Huang continued. However, for modeling purposes, March through November was identified as the primary recharge season outside of the local storm season.

Staff has been working cooperatively with Flood Control regarding construction of the facilities. The City of Rialto has existing pipeline that may be available when it is not being used to convey stormwater, which could alleviate the cost of installing parallel facilities. This will benefit purveyors on the west side of the District including WVWD, Fontana Water Company, the City of Rialto, and the City of Colton, Huang stated.

Mr. Huang noted Valley District was able to work with SBCFCD on a funding agreement with \$2.4 million invested by the Board. While SBCFCD is constructing the basins, they can install the facilities that will benefit recharge, avoiding need to dig up the basin twice, he explained.

Mr. Huang reiterated some benefits and provided detail on operations. Recharge will be currently focused on Basin 3 and 3A, with Basin 5 as a backup, as modeling shows that significant use of Basins 4 and 5 may create a greater impact to the plume migration, he said.

Mr. Huang explained conveyance from the Devil Canyon – Azusa pipeline to a City of Rialto storm drain on Locust Avenue to route water to Cactus Basins. Staff is proposing to construct a 36-inch pipeline parallel to the Devil Canyon – Azusa pipeline to an existing 36" nozzle convey water through the Metropolitan Water District right-of-way between Riverside Avenue

and Locust Avenue. The pipeline is being designed and can be constructed after environmental review, he concluded.

President Kielhold asked how the 6,900 af per year of recharge would be generated. Mr. Huang explained it is based on the anticipated percolation rate and groundwater modeling. He pointed to capacity in the Devil Canyon – Azusa pipeline and the need to meet SWP demand from WVWD and Fontana Water Company and the concept for recharge within the Live Oak development.

Mr. Huang responded to a comment from President Kielhold regarding the number of inactive wells. The map came from the Watermaster annual report, and there have been many wells tracked since 1969, he said. Vice President Hayes added that in the 1990s, the Rialto City Council decided that if perchlorate was detected, the water would not be served, resulting in the closure of 50 percent of the City's wells.

Director Longville reminded that this project has been worked on for eight years and said she was glad for the review. She said she would be happy if the recharge facilities were done by the end of the year. She acknowledged the \$2.4 million investment and pointed to the meetings now underway for the next step. She requested the Board be apprised when it is appropriate to receive information on cost sharing.

Executive Director Upper SAR Habitat Conservation Program Joanna Gibson advised that the California Environmental Quality Act Notice of Preparation and initial study were released yesterday for the public comment period which closes on August 10. A virtual public meeting is scheduled on July 21.

Following the comment period, work will begin on the draft Environmental Impact Report (EIR), the main focus of which is the impact to groundwater quality given the perchlorate plume, Ms. Gibson explained. Cactus Basins will be incorporated into the Master Recharge Agreement and a potential joint use agreement with the City of Rialto, she continued.

A significant amount of modeling has been done, Ms. Gibson reported, and is to be finalized pending any additional comments. Next will be design of the connector, the pipeline alignments, and acquisition of an easement from MWD, she said.

Chief Executive Officer / General Manager Heather Dyer provided an update on the agreement with SBCFCD, noting productive meetings with executive staff. A shorter, umbrella agreement has been put together and will be sent to the County today, she noted. She reminded the Board about issues of concern including the recharge fee (which has been

removed) and said there is still slow progress toward an agreement she feels comfortable bringing to the Board for consideration.

Continued sticking points include whether to include Cactus Basins (SBCFCD prefers a separate agreement), insurance details, and inclusion of agreement regarding how the agencies would work together on future projects, Ms. Dyer explained. SBCFCD has attended presentations on the modeling of the groundwater plume, and if it can be established that this will not negatively affect migration of the plume, it may be possible to include Cactus Basins.

The term of the agreement is also a sticking point given Valley District's potential investment of tens of millions of dollars in infrastructure which are capitalized over 50-year periods, Ms. Dyer explained.

Director Harrison acknowledged the importance of the agreement.

President Kielhold expressed concern that it does not sound like a cooperative agreement at this point and perhaps new people should be involved in creating the agreement.

Director Longville said the Board would not want to slow down the work being done and had given direction regarding the best way possible to move forward. She requested to see the new draft agreement before it is provided to the County. Ms. Dyer said she would consider the process but preferred to provide the version to the County. She assured that the recitals detail why the agencies should be working together. If it is not well-received, it may be considered to have another meeting with the Supervisor, she noted.

**Action Item(s):** Receive and file.

#### **4.2 Report on the Appointment and Standing of the Regional Recycled Water Ad-Hoc Committee**

Chief Executive Officer / General Manager Heather Dyer reminded that this review of the 2x2x2 Committee was requested by the Board. The Committee was originally approved by the Board in August 2015 in the midst of planning for the Sterling Natural Resource Center and the Clean Water Factory, and the development of the recycled water concept study. The Committee was to allow two elected officials of each agency to work together and discuss challenges, she noted.

Relevant documents located were sent to the Board, Ms. Dyer continued. She reviewed the purpose, and the timeline of action related to the Committee. After resolution of the lawsuit



regarding recycled water, the Committee has not had much work. It has been more of a technical review process where Mr. Huang and the other agencies present information to the Committee for discussion prior to going to the agency boards.

Director Longville thanked staff for performing the search but pointed out that at the Nov. 7, 2017 Board meeting, the Board members approved the List of Guidelines for Appointments to serve as primary representatives to the Valley District Board. The Director representing the greatest percentage has the first right to be the primary representative, she noted.

Director Longville posited that the 2x2x2 is a special committee related to recycled water projects in two retail agencies: East Valley Water District (EVWD) and the City of San Bernardino. She noted that she represents more than 80 percent of EVWD and the City. She had previously served on the Committee and made the case that the first right of refusal for committees related to local matters should go to the primary representatives. If it is unwanted, she said she agreed with District legal counsel that all directors work for the entire District and would do their best for the District as a whole.

She recommended that this be resolved when Board appointments are made the next time in January 2023, and requested it be added to the Board handbook.

Director Harrison reminded that it is the prerogative of the new president to make committee assignments and indicated this discussion should have taken place a year and a half ago when the appointments were made. He said he was glad the focus is on January 2023 and that the request should be part of the discussion at that time.

President Kielhold asked about the List of Guidelines for Appointments. Director Longville will email it to all Board members.

Vice President Hayes said she recalled the action regarding director appointments to the retail agencies, saying that whoever had the greatest percentage of people would be the primary representative to each of the retail agencies.

Vice President Hayes stated that it is important, it is time to look at revision of the Directors' Handbook, and she would like to serve on the committee for that activity. Director Harrison pointed out that said committee already exists and a draft Handbook is being finalized.

President Kielhold added the recent hire of Human Resources / Risk Manager Karen Resendez, necessitates an additional review before the handbook is finalized. It is expected that Ms. Dyer will review it followed by legal counsel, then it will be brought back to the Committee as a draft, he explained.

**Action Item(s):** Receive and file.

**5. Future Business.**

None added.

**6. Adjournment.**

Chair Harrison adjourned the meeting at 2:53 p.m.

**Staff Recommendation**

Receive and file.



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**DATE:** August 9, 2022

**TO:** Board of Directors' Workshop – Engineering

**FROM:** Melissa Zoba, Chief Information Officer

**SUBJECT:** Consider the Purchase of a Network Firewall and Monitoring/Analytics Application

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**Staff Recommendation**

Staff recommends the Board forward the purchase of a new network firewall and analytics application in the amount of \$40,864 to the next regular meeting of the Board of Directors for consideration.

**Summary**

Industry standards recommend network firewalls be replaced every 5-8 years, when it is out of manufacturer's support, or when the network environment changes. Additionally, with the increase in District staff working remotely and extensive supply chain delays, staff has recognized the need to accelerate the review and replacement of the network firewall and security mesh. Staff has received two (2) quotes for replacement hardware, analytics application, and migration services and recommends the purchase of the Fortinet FortiGate firewall and FortiAnalyzer application.

**Background**

A firewall is a network security solution that protects the District's business network from unwanted traffic. Firewalls block incoming malware based on a set of pre-programmed rules. These rules can also prevent users within the network from accessing certain sites and programs. Without firewalls, computers and devices on the network are vulnerable to hackers and make for an easy target for attacks. A network firewall is the foundational piece of hardware or building block for a solid cybersecurity defense. Advanced monitoring and analytics software is also a critical part of a secure network architecture to keep up with the latest advanced persistent threats, especially as the digital landscape becomes more complex.

The District’s existing primary firewall has been in service for more than seven (7) years and has recently failed. The backup or secondary firewall has been activated while the primary firewall is being replaced under the extended support contract. The District has also seen an increase in remote workers as a result the COVID-19 pandemic which creates an increased vulnerability to cyber attacks. And finally, supply chain issues have created extensive delays in receiving hardware equipment and, therefore, has accelerated the need to review and assess the replacement of the equipment.

Staff worked with vendors and the District’s network consultants to identify the most modern and flexible technology and determined Fortinet’s FortiGate firewall and FortiAnalyzer provided the optimal solution. A demo of the FortiGate firewall appliance and monitoring application was conducted and a Cyber Threat Assessment was prepared to demonstrate the technology and capabilities. Fortinet’s integrated set of security tools and APIs (application programming interface) combined with centralized management, analytics, and threat intelligence proved to be the most broad, integrated, and automated cybersecurity mesh platform.

Staff requested quotes from various vendors for the Fortinet FortiGate firewall, FortiAnalyzer monitoring and analytics application, and migration support services. Two (2) quotes were received and are summarized in Table 1 below. Staff selected Nth Generation as the preferred vendor for this project.

*Table 1 – Summary of Vendor Quotes for Network Firewall, Software, and Migration*

	Nth Generation	Vendor 2
<b>Total Quote Amount</b>	<b>\$40,864</b>	<b>\$55,242</b>

**Fiscal Impact**

The total amount of the hardware, software, and migration services is \$40,864. Funds for this expenditure are included in the approved 2022-2023 General Fund Budget under Line Item 6580, Dues and Subscriptions.

**Attachments**

- 1) Fortinet Security Fabric Tools illustration



### FortiNAC

Network Access Control



### FortiSIEM

Vendor Neutral, Centralized Visibility of Security, Performance & Availability



### FortiSoar

Security Orchestration, Automation, & Response



### FortiManager

Centralized Management of Devices, Policies, Profiles, and VPN's



### FortiAnalyzer

Log Analysis, Archive & Event Notification



### FortiAuthenticator

User Identity Management, Single Sign-On & FortiToken



### FortiSwitch

Secure Access Switches



### FortiAP

Secure, Scalable Wireless Access



### FortiADC

Application-aware traffic balancing with SSL Offload

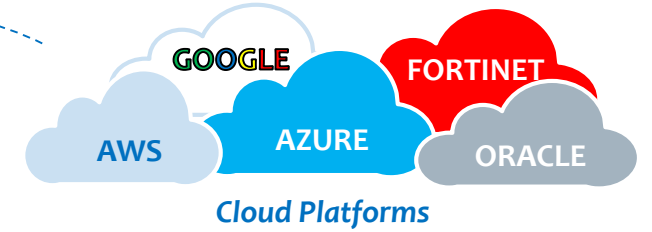


**FortiCASB / CWP**  
Security extended to SAS apps via API Integration



### FortiGuard Labs

Global Threat Research & Response



### FortiMail

Spam, Spoofing, Virus and Ransomware protection



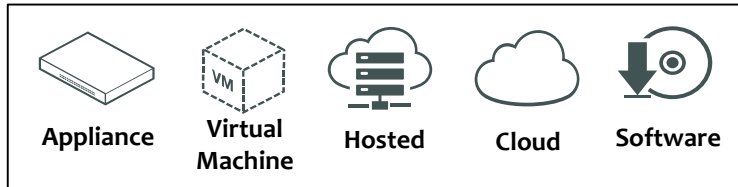
### FortiWeb

WAF with vulnerability shielding and site restoration



### FortiClient / EDR

Advanced Endpoint Protection



### FortiCamera

HD Video Cameras



### FortiPresence

Location Services



### FortiRecorder

Premise monitoring with facial recognition



### FortiFone

IP / SIP Phones



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**DATE:** August 9, 2022  
**TO:** Board of Directors' Workshop – Engineering  
**FROM:** Melissa Zoba, Chief Information Officer  
**SUBJECT:** Consider the Purchase of a Core Switch

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### **Staff Recommendation**

Staff recommends the Board forward the purchase of a new core switch in the amount of \$79,967 to the next regular meeting of the Board of Directors for consideration.

### **Summary**

A core switch manages the network traffic demands of the District. The District's existing core switch has been in service over twelve (12) years and no longer meets the growing demands of the District. Staff has received a quote for a new core switch that offers a secure and scalable solution.

### **Background**

A core switch manages the high-speed routing and switching of the District's network assets. It connects multiple devices, such as computers, wireless access points, printers, and servers on the same network within a building. A switch enables connected devices to share information and communicate with each other. Data traffic, voice and video data are all managed through the core switch to ensure quality and speed to network devices.

The District's existing core switch no longer meets the demands of the District and has exceeded the typical lifecycle based on industry standards (8 to 10 years). Staff worked with vendors and the District's network consultants to identify a switch with key features that will allow a secure and scalable solution. Fortinet's FortiSwitch core switch is integrated with the FortiGate firewall and FortiAnalyzer data analytics. This solution is a managed switch that offers greater security, more features, and flexibility to better protect and improve the quality of service for users.

Staff requested quotes from various vendors for the Fortinet FortiSwitch core switch. One (1) quote was received from Nth Generation in the amount of \$79,967.

**Fiscal Impact**

The total amount of the core switch and 3-year support is \$79,967. Funds for this expenditure are included in the approved 2022-2023 General Fund Budget under Line Item 6250, Office Equipment.

**Attachments**

- 1) Nth Generation core switch quote



Account Manager: Alex Jimenez	Email: alex.jimenez@nth.com
Inside Sales: Annie Ujiki	Email: annie.ujiki@nth.com
Email Orders To: orders@nth.com	Phone: 949-752-4420x

Project #: 112371      Quote Date: 06/23/2022      Quote Expires: 07/23/2022      Quote #: 151482

**Quoted to:**

Melissa Zoba  
 San Bernardino Valley Water District  
 380 East Vanderbilt Way  
 San Bernardino, CA 92408

**Ship to:**

**Fortinet Core Switch - Option 1**

PART #	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
<b>Hardware</b>				
FS-1024E	2	Fortinet FortiSwitch 1024D Layer 2/3 switch controller compatible switch with 24 x GE/10GE SFP/SFP+ slots and 2 x 100GE QSFP28. Dual AC power supplies	\$14,007.00	\$28,014.00
FS-448E-POE	4	Layer 2/3 FortiGate switch controller compatible PoE +switch with 48 x GE RJ45 ports, 4 x 10 GE SFP+, with automatic Max 421W POE output limit	\$4,083.00	\$16,332.00
SP-CABLE-FS-SFP1	19	10GE SFP+ Passive Direct Attach Cable	\$86.00	\$1,634.00
FS-M426E-FPOE	2	FortiSwitch-M426E-FPOE	\$3,850.00	\$7,700.00
FN-TRAN-QSFP28-SR	2	100GE QSFP28 transceivers	\$3,567.00	\$7,134.00
FMTFFFOM4-01M	2	OM4 Fiber Cable MTP(F) - MTP(F) 1M Method B	\$192.00	\$384.00
				<b>\$61,198.00</b>
<b>Support</b>				
FC-10-S1E24-247-02-36	2	FortiSwitch-1024E 3 Year 24x7 FortiCare Contract	\$3,450.00	\$6,900.00
FC-10-S448P-247-02-36	4	FortiSwitch-448E-POE 3 Year 24x7 FortiCare Contract	\$1,004.00	\$4,016.00
FC-10-M426E-247-02-36	2	FortiSwitch-M426E-FPOE 24x7 FortiCare Contract	\$947.00	\$1,894.00
				<b>\$12,810.00</b>





Account Manager: Alex Jimenez	Email: alex.jimenez@nth.com
Inside Sales: Annie Ujiki	Email: annie.ujiki@nth.com
Email Orders To: orders@nth.com	Phone: 949-752-4420x

Project #: 112371      Quote Date: 06/23/2022      Quote Expires: 07/23/2022      Quote #: 151482

**Quoted to:**

Melissa Zoba  
 San Bernardino Valley Water District  
 380 East Vanderbilt Way  
 San Bernardino, CA 92408

**Ship to:**

**Fortinet Core Switch - Option 1**

PART #	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
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<b>Quote Subtotal</b>	<b>\$74,008.00</b>
<b>Tax Rate 8.75%</b>	<b>\$5,958.58</b>
<b>Est. Shipping *</b>	
<b>Payment Terms</b>	<b>UNDER REVIEW</b>
<b>TOTAL DUE</b>	<b>\$79,966.58</b>

\* Thank you for allowing Nth Generation to provide you with the above quotation. Charges for Shipping and insurance will be additional. If you require an estimated shipping cost prior to issuing a purchase order, please contact your sales or inside sales rep. This quotation is the sole property of Nth Generation Computing, Inc. and is intended as an offer to sell goods and services to the client named in this quote. This document may not be reproduced, or provided to parties outside this organization, without written consent of Nth Generation Computing, Inc.



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**DATE:** August 9, 2022

**TO:** Board of Directors' - Engineering Workshop

**FROM:** David McArthur, Operations Manager  
Wen Huang, Deputy General Manager/Chief Engineer

**SUBJECT:** Consider Replacement of Two Air Conditioning Units at Greenspot and Crafton Hills Pump Stations

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### **Staff Recommendation**

Staff recommends the Board forward the purchase and replacement of two air conditioning (AC) units, one at Crafton Hills Pump Station (CHPS) and one at Greenspot Pump Station (GSPS), in the amount of \$81,407 to the next regular meeting of the Board of Directors for consideration.

### **Summary**

During a recent quarterly maintenance and inspection, one (1) air conditioning unit at CHPS and one (1) at GSPS were found to have reached their service life and require replacement. The estimated cost to replace both units is \$81,407, of which \$25,579 will be shared by San Geronimo Pass Water Agency (SGPWA).

### **Background**

The Crafton Hills Pump Station (CHPS), completed in 2002, located off Highway-38 in the unincorporated area of the County of San Bernardino, is a critical part of the East Branch Extension (EBX) system that facilitates conveying water to Yucaipa Valley Water District and SGPWA. On the other hand, the Greenspot Pump Station (GSPS), also completed in around 2002, is located off Greenspot Road in the City of Highland. Operation of the GSPS is essential to the District's overall conveyance system for delivery to the East Highland areas and also serves a backup to the EBX when the Citrus Pump Station is taken out of service. Through the Joint Facilities Agreement with the California Department of Water Resources (DWR) and SGPWA, Valley District is responsible for general maintenance of the two Pump Stations, including the air conditioning systems.

During a recent quarterly maintenance and inspection performed by Ontario Refrigeration, one (1) of the eleven (11) air conditioning units at CHPS and one (1) of the eight (8) units at GSPS were found to have reached their service life and require replacement. Both were original units and have been operating since 2002. The current lead time for the replacement units is approximately 28 weeks from authorization. The estimated cost to replace the unit at the CHPS is \$42,572, of which 39.23% or \$16,701 will be shared by SGPWA. Additionally, the estimated for replacing the unit at the GSPS is \$38,835, of which 22.86% or \$8,878 will be shared by SGPWA.

### **Fiscal Impact**

The estimated cost for the scope of services is up to \$81,407, which was included in Line Item 6470 Maintenance and Repairs of the approved FY 22-23 General Fund Budget. Of the total estimated cost of \$81,407, \$25,579 will be shared by SGPWA based on their respective capacity rights of the system.

### **Attachment**

Quotes for Replacement of two 2 AC units by Ontario Refrigeration

# Ontario Refrigeration

(909) 984-2771

## PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Page
July 14, 2022	ON232098	1 of 2

**AGREEMENT BETWEEN:**

San Bernardino Valley Municipal  
Water District  
380 E. Vanderbilt Way  
San Bernardino, CA 92408

hereinafter CUSTOMER

AND

**Ontario Refrigeration Service, Inc.**  
635 South Mountain Avenue  
Ontario, CA 91762

hereinafter Ontario Refrigeration

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Crafton Hills Pump Station  
2969 Mill Creek Road, Mentone, CA

**ONTARIO REFRIGERATION WILL PROVIDE THE FOLLOWING TO CUSTOMER:**

Equipment labor and supervision to remove AC-E2 (1) one existing Trane 15-ton air conditioning unit and replace with (1) one new Trane nominal 15-ton roof top air conditioning unit at the at the above listed location.

To include the following:

- Provide (1) one new Trane nominal 15-Ton packaged unit with economizer.
- Provide crane service, rigging and trucking of new equipment.
- Provide trucking to remove and properly dispose of the existing equipment per EPA guidelines.
- Secure power and lock/tag out of service.
- Disconnect unit from existing supply and return ductwork outside building.
- Disconnect unit from high voltage, low voltage and drain line and remove from frame rail.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost or material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approval by the President of Ontario Refrigeration as evidence by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto on the reverse hereof; and no person has authority to make any claim, representation, promise or condition on behalf of Ontario Refrigeration which is not expressed herein. Proposal valid for 45 days from original proposal date.

**CUSTOMER**

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

**Ontario Refrigeration**



Signature (Sales Representative) Tim Lusardi

**Approved by Contractor:**

Signature Phil Talleur

President

Title

Date

SCOPE OF SERVICE

## SUPPLEMENT TO PROJECT AGREEMENT PAGE 1

<b>PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS</b>
---

Proposal Date	Proposal Number	Page
July 14, 2022	ON232098	2 of 2

CONTRACTOR WILL PROVIDE THE FOLLOWING TO CUSTOMER (continued):

- Clean & prep the existing frame rail, set new unit in place and secure with seismic restraints.
- Reconnect existing ductwork to new unit and seal to make weather tight.
- Provide new electrical service disconnect switch, conduit and wire to connect new unit to existing circuit.
- Provide pipe and fittings to connect condensate drain to existing conditions.
- Reconnect existing low voltage wiring from existing thermostats.
- Apply power to equipment and check for proper rotation/operation.
- Start unit and place back in service.
- One year warranty on parts and labor, 2nd through 5th year warranty on compressor, parts only.

The total price to complete all work listed \$42,572.00

**\*\*Vendors current lead time on equipment is 28 weeks from date of order + shipping.\*\***

Excludes: Engineering, plans, plan check fees, permits, after hours labor, detailed shop drawings, smoke detectors, fire/life safety work, duct leakage testing/HERS testing, view screening, steel support structure or roof structure upgrades, additional work to meet current codes (if required), any other work not listed above.

#### Equipment Description

15 Ton  
 DX Cooling / Electric  
 Standard Efficiency  
 R-410A  
 460/60/3  
 Symbio 700  
 Single Zone with Standard Motor  
 Horizontal Conversion Panel  
 Low Leak Economizer, Dry Bulb, Horizontal  
 Standard ship cycle - Clarksville

# Ontario Refrigeration

(909) 984-2771

## PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Page
July 14, 2022	ON232099	1 of 2

### AGREEMENT BETWEEN:

San Bernardino Valley Municipal  
Water District  
380 E. Vanderbilt Way  
San Bernardino, CA 92408

hereinafter CUSTOMER

AND

**Ontario Refrigeration Service, Inc.**  
635 South Mountain Avenue  
Ontario, CA 91762

hereinafter Ontario Refrigeration

### SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Greenspot Pump Station  
32052 Old Greenspot Road, Mentone, CA

### ONTARIO REFRIGERATION WILL PROVIDE THE FOLLOWING TO CUSTOMER:

Equipment labor and supervision to remove AC-M2 (1) one existing Trane 15-ton air conditioning unit and replace with (1) one new Trane nominal 15-ton roof top air conditioning unit at the at the above listed location.

### To include the following:

- Provide (1) one new Trane nominal 15-Ton packaged unit.
- Provide crane service, rigging and trucking of new equipment.
- Provide trucking to remove and properly dispose of the existing equipment per EPA guidelines.
- Secure power and lock/tag out of service.
- Disconnect unit from existing supply and return ductwork outside building.
- Disconnect unit from high voltage, low voltage and drain line and remove from frame rail.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost or material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approval by the President of Ontario Refrigeration as evidence by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto on the reverse hereof; and no person has authority to make any claim, representation, promise or condition on behalf of Ontario Refrigeration which is not expressed herein. Proposal valid for 45 days from original proposal date.

### CUSTOMER

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

### Ontario Refrigeration



Signature (Sales Representative) Tim Lusardi

### Approved by Contractor:

Signature Phil Talleur

President

Title

Date

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## SUPPLEMENT TO PROJECT AGREEMENT PAGE 1

<b>PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS</b>
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Proposal Date	Proposal Number	Page
July 14, 2022	ON232099	2 of 2

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- Reconnect existing low voltage wiring from existing thermostats.
- Apply power to equipment and check for proper rotation/operation.
- Start unit and place back in service.
- One year warranty on parts and labor, 2nd through 5th year warranty on compressor, parts only.

The total price to complete all work listed \$38,835.00

**\*\*Vendors current lead time on equipment is 28 weeks from date of order + shipping.\*\***

Excludes: Engineering, plans, plan check fees, permits, after hours labor, detailed shop drawings, smoke detectors, fire/life safety work, duct leakage testing/HERS testing, view screening, steel support structure or roof structure upgrades, additional work to meet current codes (if required), any other work not listed above.

#### Equipment Description

15 Ton  
 DX Cooling / Electric  
 Standard Efficiency  
 R-410A  
 460/60/3  
 Symbio 700  
 Single Zone with Standard Motor  
 Horizontal Conversion Panel  
 Standard ship cycle - Clarksville



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**DATE:** August 9, 2022

**TO:** Board of Directors Workshop – Engineering

**FROM:** Heather Dyer, CEO/General Manager  
Karen Resendez, Human Resources and Risk Manager

**SUBJECT:** Review Employee Handbook Update

---

**Staff Recommendation**

Direct staff to place an item on a future Board of Directors regular meeting agenda for consideration and adoption of the Employee Handbook.

**Background and Discussion**

The Employee Handbook was last updated and presented to the Board by General Counsel in December of 2020. The updates were intended to capture updates to legal requirements.

The General Manager sought to have an Employee Handbook that was more welcoming and reflected Valley District work culture and values. To provide a top workplace organizational experience which supports satisfaction, loyalty and retention of top talent, as well as to promote a rewarding culture of growth and opportunity, a much more comprehensive update was necessary.

An employee committee was formed to review and provide feedback. The updated Employee Handbook was reviewed by an employee group and by General Counsel upon the revisions being made. The Board was provided a brief update on the status of the handbook on June 9, 2022. Following are key updates to the Employee Handbook – many updates were to incorporate and clarify existing Valley District practices, and to comply with applicable law:

1. **STRUCTURE**– The structure and organization of the Handbook was updated to make navigation of the material easier and more intuitive. Similar items were grouped together under a larger section (e.g., all leaves together in one section, benefits, reimbursements, etc.), and placing general employment policies in the appendix versus being the first provision an employee sees upon reviewing the Handbook.



2. **TONE** – Employees should feel welcomed upon reviewing the Handbook. The language throughout the Handbook has been updated to align with Strategy #5: Attract and support top talent and promote a rewarding culture of growth and opportunity - reflecting a more inclusive culture, setting expectations for workplace conduct, and representing our values of collaboration, trustworthiness, innovation and driving for results:
  - a. CEO/General Manager Welcome – Provides a warm welcome, set's expectations from the start about what is expected of staff and what staff can expect from leadership.
  - b. Introductory statement of Valley District's Mission, Vision and Values – Ensures employees are knowledgeable of the organization's mission, vision and values.
  - c. Inclusion and Equal Employment Opportunity – This statement communicates Valley District's sincere appreciation of diversity in the workplace, we will be welcoming and accepting of different backgrounds, and lets employees and candidates know that they will be treated fairly based on qualifications and merit.
  - d. Open Dialogue – Encourages open dialogue so all team members are empowered to share their thoughts, ideas and disagreements in a respectful and professional manner without fear of repercussions.
  - e. Respectful Workplace – This section furthers the standards expected for interacting in the workplace and provides a complaint resolution procedure.
  
3. **NOTABLE NEW SECTIONS** – Following are notable new sections included to support Valley District's ability to attract and retain top talent, to provide a second-to-none employee experience, and to codify current practices providing clarity to all employees around workplace expectations and benefits provided.
  - a. At Will Employment – Historically, employees receiving job offers were advised that they were “at-will” and serving at the pleasure of the CEO/General Manager and would serve a specified introductory/probationary period. This inconsistency has created confusion. This change seeks to clarify the intent of Valley District to operate as an at-will employer, while recognizing that while few differences exist, current staff hired with the requirement of serving an introductory or probationary period have a few differences which are articulated in specific handbook sections. This change to at-will employment throughout their entire tenure with Valley District is applicable to anyone offered employment after the Board adoption date for the

Employee Handbook. This change will remove the waiting period for using accrued vacation and sick leave and enjoying other benefits that were previously not available to probationary employees. In addition, the changes streamline the process for separating with these new employees.

- b. On Call and Scheduled Overtime Pay – Codifies our current practice.
- c. Salary Step progression – Language added to clarify how employees progress through the steps of the new pay range structure approved in July 2021.
- d. Work Hours and Flexible Work – Codifies current practices and provides additional guidance and employee responsibilities.
- e. Floating Holiday – Codifies current practice; Valley District has historically provided two (2) Floating Holidays per year for employees to use in the same manner as vacation.
- f. Compulsory Leave – The language in this section would allow Valley District to place employees on leave for reasons such as not being fit for duty or loss of licensure required to perform their duties, until the situation is resolved.
- g. Respectful Workplace – Language provides guidance to staff of expectations for workplace interactions and provides a complaint and resolution procedure.
- h. Anti-Retaliation Policy – Language added to codify Valley District’s practice.
- i. Commitment to Health and Safety – Language to support Valley District’s commitment to sustaining a safety culture.

4. **MISCELLANEOUS UPDATES** – Existing provisions in the handbook were updated for ease of processing, to support best practices and maximum efficiencies for staff, to sustain employee retention, alignment with current practices and/or legal updates.

- a. Paid Sick Leave and Paid Vacation Leave – Updated to remove the waiting period to utilize vacation and sick leave.
- b. Performance Reviews – Updated language aligns with the Performance Review and Professional Development Program.
- c. Personal Device Allowance – Valley District historically provided an expense reimbursement to employees using their personal devices for Valley District business. Language was updated to provide an allowance which will minimize processing of paperwork for reimbursements for many staff.
- d. Holidays – Valley District will observe all Federal Holidays versus specific holidays as articulated in the Handbook. Language to codify current practices related to holidays for employees working alternative work schedules was also included.

- e. Educational Incentive – In addition to formal education, employees may utilize funds for professional certifications which will benefit Valley District. Additional parameters were included to participate in the program as well as a repayment provision should an employee leave Valley District within 24 months of their last reimbursement under this program. Lastly, legal language was included for taxable reimbursements subject to IRS regulations.
- f. Reimbursements for meals and lodging – General Services Administration rates will be utilized to determine reasonableness of expense reimbursements for travel on Valley District business, which will help guide employees when submitting requests for travel and reimbursements for expenses.
- g. Employee Training and Professional Development – Language updated to reflect an annual amount for employees for voluntary development activities; at the current time there is no stated maximum.
- h. Drug and Alcohol-Free Workplace – Updated to provide clarity around work rules, employee assistance for substance abuse problems, and updated policy and procedure located in the appendices
- i. Workplace Violence Prevention – Language was updated and strengthened to be clearer and more concise and to include additional legal requirements.
- j. Additional policy items were added in the appendices to the Employee Handbook to comply with legal requirements.

The Employee Handbook appearance will be updated with additional photographs, graphics and branding as appropriate to reflect Valley District’s culture of collaboration, trustworthiness, innovation and drive.

**District Strategic Plan Application**

The updates to the Employee Handbook align with Valley District Strategy #5: Attract and support top talent and promote a rewarding culture of growth and opportunity.

**Fiscal Impact:**

No additional fiscal impact. All provisions are currently included in the FY 22/23 budget.

**Attachments:**

- 1. Employee Handbook Draft



# EMPLOYEE HANDBOOK

COLLABORATIVE

TRUSTWORTHY

INNOVATIVE

DRIVEN

August xx, 2022

## CEO/GENERAL MANAGER WELCOME MESSAGE

Welcome to Valley District! I sincerely wish you every success here. You are more than an employee to me. You are a valued colleague who has something special to contribute towards our mission. I believe every employee contributes directly to our agency's growth and success, and that we each contribute to the growth and success of our colleagues.

I believe in the impossible and the power of optimism. I believe we can achieve anything we set our minds to if we are willing to commit and work hard as a team. I have learned that long-term success cannot be solely due to the efforts of individuals – success is sustained over time by a bond, a cohesive team in which every employee is living our values and contributing towards our common destination. This is how we will be truly transformative and resilient into the future.

I expect each of you to put forth your best effort every day. I expect you to go beyond what is simply “required” so that you can achieve the best result possible. Why? Because our mission is that important. We ensure water will be served to hundreds of thousands of people, forever! I expect you to be there for your team; engaged and committed – not because I expect it of you, but because you care enough about our mission and your colleagues to never risk letting them down. Their success is your success.

Yes, that's a lot to expect of people! That's why I commit to you that I will be right there by your side. I will lead by example and strive to meet all these same expectations every day. I will work hard to lead this organization, to challenge you, to give you opportunities to grow and succeed. Your success is my success. I will be fair, impartial, and thoughtful, and act with courage on your behalf. I will serve Valley District anchored by my leadership values: Vision, Integrity, Courage, and Service.

I hope your experience here will be challenging, enjoyable, and rewarding. WELCOME TO THE TEAM!!

Sincerely,

*Heather*

CEO/General Manager



# WHO WE ARE

Since our founding in 1954, our small team of specialized experts has been responsible for ensuring a reliable water supply to the region we serve. The arid desert, drought ridden climate that we work within necessitates we be:



## COLLABORATIVE.

Dedicated to work inclusively.



## INNOVATIVE.

Proactive and effective problem-solvers.



## TRUSTWORTHY.

Committed to earn respect.



## DRIVEN.

Passionate and empowered leaders.

**OUR *VISION* FOR  
THE FUTURE IS A...**

**Diverse, Equitable,** and  
**Resilient** Water Supply and  
Healthy Watershed for  
Future Generations.

**OUR *MISSION*  
IS TO...**

Work **collaboratively** to provide  
a **reliable** and **sustainable** water  
supply to support the changing  
needs of our region's **people**  
and **environment**.

# Employee Handbook

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# WELCOME!!

We are delighted you have chosen to join our team and hope that you will enjoy a long and successful career with us. As an employee of San Bernardino Valley Municipal Water District (“Valley District”), you are an important member of our team. We hope that you find your position with Valley District rewarding, challenging and productive. Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and to all employees to contribute to the success of Valley District.

Valley District employees should understand their responsibilities, openly communicate and engage in productive discussions, be collaborative, be self-motivated and accountable for their work, be creative and innovative in solving problems, be open to new ideas, and perform all work with integrity. Your work impacts that of your team and other teams, and Valley District’s success overall. We believe that empowering employees leads to great performance and organizational success.

# Employee Handbook

## PURPOSE

San Bernardino Valley Municipal Water District's ("Valley District") employee handbook is intended to provide you with a general understanding of Valley District's benefits, policies, rules and workplace guidelines under which we operate. It is also intended to familiarize you with important information regarding your own privileges and responsibilities. It is important for you to read, understand and follow the provisions of this Handbook; to understand, behave in accordance with, live and maintain Valley District's cultural values.

Written employment contracts between Valley District and some individuals may supersede some or all the provisions of this handbook. This handbook sets forth the entire agreement between you and Valley District as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment.

This handbook summarizes the policies and practices in effect at the time of publication and supersedes all previously issued handbooks, any policy or benefit statements or memoranda that are inconsistent with the provisions described here. You may contact your supervisor, manager or Human Resources with any questions you may have.

This Handbook cannot anticipate every situation or answer every question about employment, nor can it provide information that answers every possible question. Circumstances will undoubtedly require that guidelines, practices, and benefits described in this Handbook be changed from time to time. Accordingly, Valley District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document. However, any such changes must be in writing and must be approved by the Board of Directors and signed by the General Manager.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

Nothing in this handbook is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

All employees are required to review the Handbook and sign the Confirmation of Receipt of Handbook located in [Appendix A](#). It is every employee's individual responsibility to review the Handbook and comply with all provisions located herein and to ask questions if any provision is not clear. Violation of any provision contained in this Handbook may lead to disciplinary action up to and including termination from employment.

# Employee Handbook

## EMPLOYMENT WITH VALLEY DISTRICT

### INCLUSION AND EQUAL OPPORTUNITY



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*Valley District embraces mutual respect, diversity, collaboration, creativity, innovation, and equal opportunity. We hire from a wide variety of backgrounds and are committed to building a high functioning team that represents those backgrounds, perspectives and skills; we believe it makes Valley District stronger. We encourage our employees to bring their authentic, original and best selves to work. The more inclusive we are, the better our work will be.*

*Valley District is an equal opportunity employer. All aspects of employment are based on merit, competence, performance and business needs.*

---

### AT-WILL EMPLOYMENT

Employment at Valley District is on an at-will basis for employees hired after [date of handbook adoption] unless otherwise stated in a written individual employment agreement signed by the employee and the General Manager. This means that either the employee or Valley District may terminate the employment relationship at any time, for any reason, with or without notice.

Appendix B contains an “at will” employment agreement. Employees are responsible to read this agreement carefully, sign and return it to the Human Resources. Employees will be provided a copy for their records.

### EMPLOYMENT CLASSIFICATION STATUS

To determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Valley District classifies its employees as shown below. Employees whose jobs are governed by the Fair Labor Standards Act (FLSA)<sup>1</sup> are either “exempt” or “non-exempt” based on job responsibilities and categories defined by the FLSA.

#### Exempt

Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

#### Non-exempt/Hourly

Non-exempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

#### Full-Time Employees

Full-time employees are those who are employed by Valley District and are scheduled for and work 40

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<sup>1</sup> Fair Labor Standards Act (FLSA)

# Employee Handbook

hours per week. Full-time employees are eligible for most employee benefits described in this Handbook. Benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the plans themselves or by law.

## Part-Time and Temporary Employees

Part-time employees are those who are employed by Valley District and scheduled for and work fewer than 40 hours per week on a continuous basis or who are employed for short-term assignments which are generally periods of three months or fewer; however, such assignments may be extended. These employees are eligible **only** for the following Valley District benefits:

- Paid sick leave in compliance with state and/or federal law.
- California Public Employee Retirement System (CalPERS) membership when membership requirements are met.
- Any other required by law.

## Regular Status Employees

Employees with Regular status are those who were hired on a full-time basis prior to [date of handbook adoption] and who were eligible to and have successfully completed a 6-month probationary period. Some provisions contained in the handbook apply only to employees with Regular status. At-will employees are not eligible to attain Regular status.

## Inactive Status

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status. Unless health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Contact the Human Resources/Risk Manager for more information.

## EMPLOYEE JOB RESPONSIBILITIES

Your supervisor will explain your job duties, responsibilities and the performance standards expected. Employees should understand their responsibilities, openly communicate and engage in productive discussions, be collaborative, and accountable for their own work. The work of each employee impacts that of their team and others, and Valley District's success overall.

Employee's job responsibilities may change at any time during employment. From time to time, employees may be asked to work on special projects, or to assist with other work necessary or important to the operation of their department or Valley District. The employee's cooperation and assistance in performing such additional work is expected and appreciated. Valley District reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## ON CALL DUTY & SCHEDULED OVERTIME - OPERATIONS

Employees required to work On-Call Duty or scheduled overtime, such as weekend rounds and pumping, due to business needs, shall receive compensation for these responsibilities. While assigned to On-Call Duty, employees are expected to be available to return to work to a worksite within 30 minutes of receiving a call out. Employees assigned to weekend rounds, which is considered pre-arranged or scheduled overtime work, are expected to begin travel from their residence to work destination no later

# Employee Handbook

than 7:30 a.m. Employees are expected to be fit to perform the duties required while assigned to On-Call Duty and/or scheduled overtime.

Employees assigned to On-Call Duty and/or scheduled overtime should have sufficient working knowledge, skills and abilities to address the work, whether scheduled or unscheduled. An employee assigned to On-Call Duty and/or scheduled overtime who becomes ill or has an emergency preventing the employee from carrying out their assigned duties shall be responsible to immediately notify the Water Operations Manager so that arrangements can be made for coverage of those duties.

Assignment to On-Call Duty and/or scheduled overtime is at the discretion of Valley District, based on business needs, including assessment of individual employee knowledge, skills and abilities, among other factors.

## **Compensation**

### On Call Duty Pay

Employees assigned to On-Call Duty shall be compensated by the equivalent of one (1) hour of pay at one and one-half (1.5) times the employee's base rate of pay, which is intended to compensate the employee for being required to be available to return to duty with limited notice.

### Call Out Pay

When the employee returns to duty while assigned to On-Call Duty, they shall receive a minimum of two (2) hours of overtime and all time worked in excess of two (2) hours in accordance with the section on Overtime for Non-Exempt Employees, in addition to the one (1) hour of On Call Duty pay.

### Scheduled Overtime

Employees assigned to work scheduled overtime will receive a minimum of two (2) hours of pay at premium rate of one and one-half (1.5) times the employee's regular rate of pay or the actual time worked, whichever is greater. Additional time beyond the minimum is paid in accordance with the section on Overtime for Non-Exempt Employees.

## **PROMOTIONS**

It is in Valley District's best interest to fill all positions with the most highly qualified individual. Valley District promotes from within whenever possible. When opportunities occur within Valley District, promotions, transfers and/or reassignments will be based upon qualifications and performance.

A promotion is the appointment of an employee from one classification to another classification having a higher base salary range (higher maximum rate of pay). This may occur via an internal promotion, or a reclassification.

### Salary Upon Promotion

When an employee promotes within Valley district, the employee shall receive at least the entry step of the new salary range or at least 5% increase whichever is greater.

Upon promotion, the employee's effective date for the purposes of step advancement is reset to the date of the change, and the new date becomes the employee's anniversary date for the purposes of step advancement within the new pay range.

# Employee Handbook

## SALARY STEPS

### PROGRESSION THROUGH THE SALARY RANGE

Pay ranges in Valley District's salary schedule contain nine (9) steps. The salary schedule is designed so that an employee starting at step 1 of the pay range can reach step 6 in 10 years. Typical progression through the steps is shown in the adjacent table, though the General Manager has the discretion upon the recommendation of an Executive Manager to grant or deny steps, move the employee more quickly through the steps, and/or onto a Merit Step based on performance which demonstrates achievement as described in Valley District's Performance Review and Professional Development Program Guide.

Steps 1-6	
Step 1	Initial Step
Step 2	Advance to Step 2 Upon Completion of 1 year at Step 1
Step 3	Advance to Step 3 Upon Completion of 2 years at Step 2
Step 4	Advance to Step 4 Upon Completion of 2 years at Step 3
Step 5	Advance to Step 5 Upon Completion of 2 years at Step 4
Step 6	Advance to Step 6 Upon Completion of 3 years at Step 5
MERIT Steps	
Step A	At Discretion of General Manager
Step B	Based On Performance Which Exceeds
Step C	Reasonable Standards & Expectations

### EFFECTIVE DATE OF STEP

Though formal reviews for the purposes of step advancement are conducted at the same time annually for all employees, step advancements are effective based on the employee's individual anniversary date and are effective in the pay period in which the anniversary date falls. For example, an employee was hired on August 5<sup>th</sup> at step 1 and receives an annual review the following March; if the employee is recommended for a step based on effective performance in the annual performance review, the step will be effective in the pay period beginning August 1<sup>st</sup>.

## WORK HOURS AND FLEXIBLE WORK

### WORK HOURS

Valley District's core business hours are generally between the hours of 8:00 a.m. to 5:00 p.m., Monday-Friday.

#### Non-exempt/Hourly employees

Hourly employees have a fixed work schedule and working outside of, or more than scheduled hours requires advance approval. No employee shall be scheduled to work more than six days out of seven in a workweek.

#### Exempt Employees

Exempt employees are scheduled for and expected to work at least 40 hours per week and are expected to work the hours necessary to carry out the responsibilities of their position. Such work hours may be varied so long as the work requirements and efficient operations of Valley District are assured, and acceptable work performance standards are maintained.

### FLEXIBLE WORK ARRANGEMENT

Valley District offers a flexible work arrangement (e.g., remote work and work schedule flexibility) for most employees depending on job responsibilities. When granted, flexible work schedules are a revocable privilege, not a right. Flexible work arrangements are based on the expectation that every team member will perform their responsibilities in a satisfactory or better manner that supports the needs of Valley District and their fellow team members. Approval allows the ability to work a flexible schedule as long as the minimum requirement of 40 hours per workweek is met, team function is maintained, and performance is satisfactory or better. Strong coordination with your supervisor and fellow teammates is expected to maintain effectiveness and productivity. Teams may have different expectations for reporting to the office and/or flexibly working during non-traditional work hours.



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Employees requesting to have a flexible work arrangement should review and complete the Flexible Work Arrangement Agreement located in [Appendix C](#).

## PAYROLL

### PAYMENT OF WAGES

Paydays are scheduled on the 15th and the last day of each month. If a regular payday falls on a weekend day (Saturday or Sunday) or on a Valley District observed holiday, employees will be paid on the preceding business day.

Wages for from the 1<sup>st</sup> through the 15<sup>th</sup> are paid on the 15<sup>th</sup>, and wages from the 16<sup>th</sup> through the last day of each month is paid on the last day of each month.

### DIRECT DEPOSIT

Valley District encourages automatic payroll deposit for all employees. At hire, employees may complete a *Direct Deposit Authorization*. Employees may make any additional changes via self-service in Valley District's payroll system. An employee may also make changes in writing using the *Direct Deposit Authorization* and return it to Human Resources prior to the due date for payroll running for the pay period for which desired change is to be effective.

Employees are encouraged to carefully monitor payroll deposits and bring any discrepancies to the attention of Human Resources.

### EMPLOYEE SELF-SERVICE

Employees are encouraged to create an account in Valley District's Payroll system. Employees may use the self-service feature to make changes to personal contact information and tax withholdings, to view current and past pay, and to download pay statements.

### ADVANCES

Valley District does not permit advances against paychecks or against unaccrued paid leave.

### GARNISHMENT/CHILD SUPPORT

When the employee's wages are garnished by a court order, Valley District is legally bound to withhold from the employee's paycheck the amount indicated in the garnishment order. Valley District will, however, honor Federal and State guidelines that protect a certain amount of the employee's income from being subject to garnishment.

### TIMEKEEPING REQUIREMENTS

Non-Exempt/Hourly Employees are not allowed to work hours not scheduled or authorized beyond their normal 40 hours per work week. Working unauthorized hours violates Valley District policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. If you perform any work outside of your regularly scheduled hours, you are responsible to immediately report the time worked to your supervisor. All time worked must be recorded and will be paid. Working "off-the-clock" is strictly prohibited.

### DEDUCTIONS FOR EXEMPT EMPLOYEES

Exempt employees regularly receive a predetermined amount of compensation each pay period. Subject

# Employee Handbook

to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid regular wages for any workweek in which they perform no work, subject to Valley District benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted his or her leave under this policy;
- Is absent for military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment.

Partial day deductions from available accrued vacation or sick leave balances will also be made by Valley District when applicable.

It is Valley District policy to comply with these salary basis requirements. Therefore, Valley District prohibits improper deductions from the salaries of exempt employees. Valley District wants employees to be aware of this policy and know that Valley District does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to Human Resources. Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

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## BENEFITS

Valley District is committed to providing benefits for eligible employees. Benefit eligibility may be dependent upon your employment status (e.g., full-time versus part-time), date of hire and/or length of continuous employment at Valley District. Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain benefits, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may have contact Human Resources.

Valley District reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

### HEALTH AND DENTAL

Full-time Employees hired prior to April 19, 2011, will have the following health, dental, and health and dependent care reimbursement plan benefits available as follows:

1. Full-time active employees and their eligible family members shall have their health and dental insurance premiums and health and dependent care reimbursement plan benefits paid from funds under Valley District's jurisdiction pursuant to California *Government Code* sections 53205 and 53205.1 ("Valley District Funds").
2. All retired employees who are age 50 or over, and who have at least ten years of full-time service with Valley District, along with eligible family members of such employees, shall have their health and dental insurance premiums and health and dependent care reimbursement plan benefits paid from District Funds.
3. Eligible surviving family members of deceased employees who were active full-time employees of Valley District at the time of their death and whose sum of the years of age and years worked for Valley District equal 60 or more at the time of death shall have their health and dental insurance premiums and health and dependent care reimbursement plan benefits paid from Valley District Funds.
4. Eligible surviving family members of deceased retired employees who are covered by paragraph 2 above in this section, at the time of death shall have their health and dental insurance premiums and health and dependent care reimbursement plan benefits paid from Valley District Funds.
5. Health insurance coverage and health insurance premium coverage provided herein shall be limited to the health insurance plans provided by Valley District via and shall include corresponding plans supplemental to Medicare coverage for eligible persons over 65. Retirees must sign up for Medicare when eligible. Eligible dependents for retirees only include dependents who are covered at the time of retirement and who remain otherwise eligible.

Full-time Employees hired on or after the date April 19, 2011, will have the following health and dental benefits available as follows:

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1. Full-time active employees and their eligible family members shall have their health and dental insurance premiums paid from funds under Valley District's jurisdiction pursuant to California *Government Code* sections 53205 and 53205.1 not to exceed the maximum amount specified in paragraph 2 of Section Two of Resolution 969 ("Valley District Funds").
2. The maximum monthly amount paid from Valley District Funds for health insurance premiums for employees and their eligible family members covered under paragraph 1 of Section Two of Resolution 969 shall be an amount equal to one hundred percent (100%) of the average monthly premium for all Employee & 2+ dependents (Family) plan rates offered by Valley District. Any employee hired and/or directors elected on or after April 19, 2011, except for directors reelected to a consecutive new term shall pay any difference between the calculated average and the actual cost of the applicable insurance premium.
3. The health and dependent care reimbursement plan shall not be available to employees hired on or after April 19, 2011.
4. All retired employees who are age 60 or over, and who have at least fifteen years of full-time service to Valley District, along with eligible family members of such employees, shall have their health and dental insurance premiums paid from Valley District Funds until the employee reaches the age of Medicare eligibility as determined by the United States Department of Health and Human Services. Eligible dependents for retirees only include dependents who are covered at the time of retirement and who remain otherwise eligible.
5. Eligible surviving family members of deceased employees who were active full-time employees of Valley District at the time of their death and whose sum of the years of age and years worked for Valley District equal 75 or more at the time of death shall have their health and dental insurance premiums paid from Valley District Funds until the deceased employee would have reached the age of Medicare eligibility as determined by the United States Department of Health and Human Services.
6. Eligible surviving family members of deceased retired employees who are covered by paragraph 4 of this section, at the time of death shall have their health and dental insurance premiums paid from Valley District Funds under Valley District's jurisdiction until the deceased employee would have reached the age 65 or the age of Medicare eligibility as determined by the United States Department of Health and Human Services.
7. Health insurance coverage and health insurance premium coverage provided herein shall be limited to the health insurance plans provided by Valley District.

## VISION

Valley District provides vision insurance for all full-time employees and their dependents. The benefit becomes effective the first day of the month following the month of employment. Valley District pays the total cost.

## LIFE INSURANCE

### BASIC LIFE

Valley District offers a Life Insurance Plan for full-time employees. Valley District pays the total cost for

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the employee. Coverage is one (1) times the employee's annual salary up to a maximum of \$150,000. The benefit becomes effective the first day of the month following the month of employment.

## SUPPLEMENTAL LIFE

Full-time employees are eligible to purchase supplemental (additional) life insurance for themselves in an amount up to Valley District's group life insurance coverage amount. Premiums will be paid by the employee.

## DISABILITY INSURANCE

Valley District offers Short-Term and Long-Term Disability Plans. The benefit becomes effective the first day of the month following the month of employment. Valley District pays the total cost of the premium.

## EMPLOYEE ASSISTANCE PROGRAM (EAP)

Valley District provides an Employee Assistance Program (EAP) benefit for full-time employees which is an entirely confidential program designed to boost your well-being with resources you can use anytime, at no cost to you. If you have any questions about utilizing the EAP, please contact Human Resources.

## FLEXIBLE SPENDING ACCOUNT (FSA)

Valley District offers full-time employees two flexible spending account options which allow employees to take a pre-tax deduction from their income to pay for eligible health and/or dependent care expenses. Contribution limits are subject to Valley District's plan.

## DEFERRED COMPENSATION (457B)

Valley District offers a supplemental retirement plan which allows full time employees the opportunity to tax-defer savings up the statutory limit each year. The 457 plan is administered under the rules and regulations set forth in the Internal Revenue Code Section 457.

## RETIREMENT

### CALPERS RETIREMENT

Valley District has 3 tiers of CalPERS formulas:

- **Classic Tier 1** - The CalPERS benefit formula is 3% at 60 for Classic employees hired with Valley District prior to July 2011. Valley District pays 100% of the employee and employer contribution amounts. The employer paid member contribution (EPMC) is reported to CalPERS as compensation.
- **Classic Tier 2**– The CalPERS benefit formula is 2% at 60 for Classic employees hired after July 2011 and before January 1, 2013, or a Classic employee coming from another CalPERS agency or CalPERS reciprocal agency. Valley District will pay up to a maximum of 16% the combined employee and employer contribution rate. The amount over the 16% will be paid by the employee.
- **PEPRA Tier 3** - An employee who is a "New" member of CalPERS for the first time on or after January 1, 2013, will be enrolled in the CalPERS 2.0% @ 62 benefit formula with three-year final compensation in accordance with Public Employees' Pension Reform Act of 2013 (PEPRA). New members will be required to pay at least 50% of the normal cost.

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If you have questions regarding the CalPERS retirement benefits, please contact CalPERS by logging into your [myCalPERS](#) account. CalPERS provides virtual and instructor led training on various aspects of retirement planning.

## **SOCIAL SECURITY AND MEDICARE**

Federal law establishes the Social Security and Medicare withholding rates. Social Security and Medicare contributions are taken out of the semi-monthly paychecks. The Agency pays 7.65% and the employee pays 7.65% [6.2% FICA + 1.45% Medicare = 7.65%].

## **COBRA/CAL COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) and a similar law applicable to public agencies gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102% of the cost to the plan. Cal COBRA applies when COBRA coverage is 18 months to extend coverage for up to 36 months.

## **UNEMPLOYMENT**

Unemployment compensation is for the benefit of persons who become unemployed through no fault of their own. It provides some economic security for a displaced employee in the event of layoff due to lack of work, and in certain other circumstances. Valley District pays the entire cost of this protection. The California Employment Development Department (EDD) determines eligibility for unemployment insurance.

## **WORKERS COMPENSATION**

Valley District provides worker's compensation coverage which protects you if you are injured or disabled on the job. Coverage provides medical care and treatment, payment for lost earnings that result from lost time due to work related injuries, and assistance to help qualified injured employees return to work.

If you are injured while working it is your responsibility to report such injury to your manager, another manager or to Human Resources, regardless of how minor the injury may be.

### District Provided Physician

Valley District provides medical treatment for work-related injuries through a medical provider network or local Emergency Room which Valley District has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

### Paid Sick Leave and Workers' Compensation Benefits

Accumulated sick leave may be used for the three-day waiting period, and to bring your compensation up to, but not greater than, your regular gross pay. Follow up medical appointments will be charged as time off to your accumulated sick leave.

### Recreational Activities and Programs

Valley District or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

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## Concurrent Worker's Compensation and Family/Medical Leave

Any leave taken under this section that qualifies as leave under the state and/or federal Family and Medical Leave Acts will be counted as family/medical leave and charged to the employee's entitlement of 12 workweeks of family/medical leave in a 12-month period.

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## TIME OFF AND LEAVES OF ABSENCE

### SICK LEAVE

Sick leave is an insurance or protection provided by Valley District to be granted in circumstances of adversity to promote the physical, mental and emotional wellbeing of the individual employee and their family members as defined under Labor Code 245.5. It is not an earned right to time off. Sick leave is an authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for medical, dental or optical appointments, for themselves or a covered family member, for certain purposes related to being a victim of domestic violence, sexual assault or stalking, or other purposes as required by law or as authorized by Valley District. Such illness or injury includes absences due to workers' compensation reasons where wage replacement does not cover the absence (typically, workers' compensation benefits do not cover absences for medical treatment/doctor's appointments or during any required waiting period).

Up to one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year is statutorily protected for use by the employee or for attendance upon designated employee's family members as provided for above for the reasons contained herein.

An employee's use of paid sick time may run concurrently with other leaves under local, state or federal law. Sick leave may be used to supplement wage replacement such as disability or workers' compensation payments.

Valley District does not discriminate or retaliate against for requesting or using accrued paid sick time.

#### Accumulation

Full time employees earn sick leave at the rate of eight (8) hours per month (4 hours per semi-monthly pay period) up to a maximum of 96 hours per calendar year paid sick time. Paid sick leave is capped at 160 working days (1,280 hours). Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. If their normal workweek is less than 40 hours, accrual will be based on their normal workweek.

Part time and temporary employees accrue one (1) hour of sick leave for every thirty (30) hours worked.

All employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment will be entitled to paid sick time. Full-time employee will accrue sick leave beginning with their first day of employment and may utilize sick leave upon earning it. Part-time employees are not eligible to take paid sick time until they have worked for Valley District for 90 days from their date of hire.

#### Notice of Sickness

If the need for paid sick leave is foreseeable, employees shall provide advance oral or written notification to the Supervisor prior to the start of the employee's shift. If the need for paid sick leave is not foreseeable, employees shall provide notice to the Supervisor as soon as practicable, generally within one (1) hour of the start of the employee's shift.

If you do not have sufficient accrued, paid sick leave, or if you have used all your sick leave, you may request to substitute accrued vacation or other accrued leave for absences from work under this section, related to the absence.



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A notification from a doctor that you are unable to return to work may be required for any absences due to illness/injury lasting longer than three (3) days. You may be required to provide a return-to-work clearance from your treating physician prior to returning to work.

## Separation

Employees who separate from Valley District for reasons other than retirement will forfeit unused sick leave. Employees who are rehired within one year of separation from employment will have any previously accrued and unused paid sick time reinstated, to the extent it was not cashed out.

## Conversion of Accrued Sick Leave Upon CalPERS Retirement

Employees who separate from Valley district and retire from CalPERS at the same time or within 120 days of separation, are eligible to have any accrued unused sick leave, up to the cap of 1,280 hours paid out at 25% of its value and the remaining 75% will be converted to CalPERS service credit.

## VACATION LEAVE

Full Time Employees are eligible to accrue vacation on a semi-monthly prorated basis as follows:

<b>0-4 YEARS OF SERVICE</b>	<ul style="list-style-type: none"><li>• 10 Days Per Year (80 Hours)</li><li>• 3.33 Hours Accrued Semi-Monthly</li><li>• Maximum of 20 Days (160 Hours) Balance Allowed</li></ul>	Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Temporary and part-time employees do not accrue paid vacation.
<b>5-9 YEARS OF SERVICE</b>	<ul style="list-style-type: none"><li>• 15 Days Per Year (120 Hours)</li><li>• 5 Hours Accrued Semi-Monthly</li><li>• Maximum of 30 Days (240 Hours) Balance Allowed</li></ul>	
<b>10+ YEARS OF SERVICE</b>	<ul style="list-style-type: none"><li>• 20 Days Per Year (160 Hours)</li><li>• 6.67 Hours Accrued Semi-Monthly</li><li>• Maximum of 40 Days (320 Hours) Balance Allowed</li></ul>	

Vacation accrues up to a maximum of two times an employee's annual accrual. No additional vacation will be earned until accrued vacation time is used to reduce the balance below the maximum allowable. No vacation will accrue when an employee is on an unpaid leave of absence or in an unpaid status for more than 10 working days in any calendar month.

Employees begin accruing leave immediately upon hire and may take accrued vacation as work schedules permit. Vacation schedules must be coordinated and approved by your supervisor. Valley District work schedules determine permissible vacation periods, which employees may need to defer or otherwise adjust accordingly. Vacations shall be scheduled to provide adequate coverage of job responsibilities and staffing requirements. The General Manager or supervisor will make final determinations and must approve your vacation request in advance.

An employee whose employment terminates will be paid for accrued unused vacation.

## HOLIDAY LEAVE

Valley District observes all [federal holidays](#) and any day or portion of a day declared by the General Manager as a holiday. Valley District provides an observed holiday calendar at the start of each calendar

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year.

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, Valley District may grant another day off in lieu of closing. Holiday observance will be announced in advance.

To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law.

## Working on a Holiday

If you are required to work on a Valley District observed holiday you will receive straight time for your regularly scheduled hours and any time worked will be paid as overtime.

## Holiday Falls on Regular Day Off

When a Valley District observed holiday falls on an employee's regularly scheduled day, Monday through Friday, employees shall observe the holiday on the next business day following the holiday, unless alternative arrangements are made to observe the holiday on a scheduled workday within the same work week. For example, if the employee observes a 9/80 work schedule with every other Monday off, and a holiday falls on their regularly scheduled day off, they will observe the holiday on Tuesday.

## FLOATING HOLIDAY

Employees are granted two (2) floating holidays (16 hours) annually on January 1. Unused floating holiday time carries over from year to year, however, the maximum that may be accrued at any time is two (2) days (16 hours). Employees may use floating holiday time in the same manner as vacation. An employee whose employment terminates will be paid for accrued unused floating holiday up to the maximum accrual (16 hours).

## New Hires

For the calendar year in which an employee is newly hired, the amount of Floating Holiday time provided depends on the employee's date of hire. Employees hired between January 1 and June 30 will be provided two (2) Floating Holidays (16 hours). Employees hired after July 1 will be provided one (1) floating holiday (8 hours). Floating Holiday may be used immediately.

## BEREAVEMENT LEAVE

Valley District grants a leave of absence to employees in the event of the death of the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee with such a death in the family may take up to five (5) days consecutively scheduled workdays off with pay with the approval of Valley District. The employee's supervisor may approve additional unpaid time off. Valley District reserves the right to request reasonable verification of the death.

## JURY DUTY

Valley District encourages employees to serve on jury duty when called. Employees who are ordered/summoned to serve jury duty, including Federal Grand Jury duty will receive full pay while serving up to the duration of the summons and trial days of jury duty, provided the employee waives fees for

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service, other than mileage.

Employees should notify their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Employees may be requested to provide written verification from the court clerk of performance of jury service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of work time available considering travel time.

## WITNESS LEAVE

Employees who are required by a subpoena to attend a civil action or proceeding as a witness in litigation in a matter regarding an event or transaction that the employee perceived or investigated in the course of their job duties, to which Valley District is not a party, shall receive the salary to which the employee is normally entitled during that time that the employee prepared for their response and the appearance time (including travel time to the court) pursuant to the subpoena. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g., normal day off, off due to protected leave, etc.) the employee is not entitled to pay during these hours.

The employee shall also receive the actual necessary and reasonable traveling expenses incurred in complying with the subpoena. Valley District has the right to request \$275.00 from the party who is subpoenaing the employee. If the actual expenses later prove to be less than the amount tendered, Valley District will refund the difference. On the other hand, if the actual expenses prove to be more than the amount tendered, the party whose request the subpoena was issued must pay the difference.

## TIME OFF FOR VOTING

If an employee is scheduled to work when polls are open and does not have sufficient time outside of working hours to vote in a statewide election, the employee may take up to two (2) hours off to vote, without loss of pay. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting, and the least time off from their regularly scheduled work shift. An employee requesting time off to vote shall give his or her supervisor at least two working days' notice prior to the election of the need for time off.

## COMPULSORY LEAVE

If, in the opinion of the CEO/General Manager, an employee is unable to perform regularly assigned duties for physical or psychological reasons, they may be removed from duty, and the employee may be required to use appropriate accrued paid leave for which they are eligible. Additionally, such employees may be required to submit to an examination by either a physician or other competent authority as designated by Valley District or by their own physician or other practitioner, as appropriate and allowed by applicable law. If the examination report of the competent authority shows the employee to be in an unfit condition to perform the duties required of the position, the CEO/General Manager shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. Medical clearance must be obtained to return to full duty.

If an employee otherwise fails to maintain required licensure/certification for any reason, the employee will be removed from duty without pay, unless the employee is permitted to use appropriate accrued leave, or at the discretion of the CEO/General Manager may be transferred to a vacant position, if one exists, for which the employee meets the minimum requirements, until such time as the licensure/certification

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matter is resolved. Nothing herein is intended to preclude Valley District from taking appropriate administrative action for the employee's failure to maintain required licensure/certification.

## UNPAID LEAVES OF ABSENCE

Valley District grants employees leaves of absence under certain circumstances. The types of leave that are available include personal, family (includes medical) and military. Unless specifically provided otherwise, these leaves are unpaid.

Upon request on prescribed forms, approved by Valley District, employees (full and part time, and probationary) may be eligible for a leave absence where required by State and Federal law. You can find additional details about these leaves in [Appendix D](#).

The following generally apply to all unpaid leaves of absence follows, unless specified otherwise:

- Protected leaves of absence are unpaid; however, employees will utilize paid sick leave for their own absence due to illness/injury and may use sick or other paid accrued leave as provided by law for other reasons, such as care of family.  
When an employee is in an unpaid status due to exhaustion of paid accrued leave, if eligible, the leave of absence will be provided on an unpaid basis. Use of wage replacement (e.g., short- or long-term disability, etc.) does not turn an unpaid leave into paid leave for purposes such as retirement service credit, vacation and sick leave accrual, or other benefits with eligibility requirements based on service time.
- Returning from Leave of Absence: When an employee returns from a statutorily protected leave, and remains qualified for their job, Valley District will reinstate the employee to the same or similar job with the same or similar duties, pay, and location, unless it would substantially undermine Valley District's authority to operate safely and efficiently.
- When the employee can return from a personal leave of absence that is not statutorily protected, an effort will be made to hold the position open for the period of approved leave, however, Valley District will not guarantee reinstatement after a personal leave of absence.
- Valley District will attempt to reasonably accommodate employees who are released for partial or modified duty by their treating physician.
- Any period that an employee is in an unpaid status is not considered time worked for the purposes of determining eligibility for or the amount of certain benefits, such as vacation and sick leave. When you return from an unpaid leave of absence, the eligibility and accrual dates will be adjusted forward to reflect the period of the unpaid leave.
- All leave of absences not supplemented with paid leave accruals will be reported to CalPERS and will result in loss of service credit for the period the employee is on an unpaid leave of absence.
- Holiday: If a paid holiday falls during a period the employee is on an unpaid leave of absence, the employee will not be eligible for the holiday pay.
- Health and Benefit Plans:

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- Valley District will maintain coverage under any group health plan for the duration of the unpaid leave as required by law and under the condition's coverage as if the employee was working during the unpaid leave period.
  - Employees who ordinarily pay all or a portion of their premium will be required to continue to do so during the period of leave.
  - If an unpaid leave extends beyond the statutorily protected period, employees may continue health benefits by paying for the entire cost of the premiums. Continuation of benefits will be offered through [COBRA](#).
- Misrepresenting reasons for applying for a leave of absence may result in corrective action up to and including termination.

## EXTENDED MEDICAL LEAVE

Following exhaustion of statutorily protected medical leave, an additional medical leave of absence may be granted for non-work-related medical disabilities with a doctor's written certificate of disability. Extended medical leaves will be considered on a case-by-case basis, consistent with Valley District's obligations under federal and state disability laws. During such leave, Valley District may fill the employee's position.

Employees should request any leave in writing as far in advance as possible. If the employee is granted a medical leave, the employee may use accumulated paid sick leave, and when sick leave is exhausted, the employee may also use any paid vacation time previously accrued. While an employee is on an extended medical leave, they will not continue to accrue vacation or sick leave and are not eligible for holiday pay.

A medical leave begins on the first day the doctor certifies that the employee is unable to work and ends when the doctor certifies the employee can return to work. Employees should submit medical documentation supporting this leave which includes the date the employee was disabled and the estimated date the employee will be able to return to work. An employee returning from a medical disability leave may be asked to present a doctor's certificate declaring fitness to return to work.

If returning from a non-work-related medical leave, the employee will be offered the same position held at the time the leave began, if available. If the former position is not available, a comparable position will be offered if available. If neither the same nor a comparable position is available, the employee's return to work will depend on job openings existing at the time of the scheduled return and the employee's qualifications for existing openings. Except as otherwise required by law, Valley District makes no guarantees of reinstatement.

## WORKERS' COMPENSATION LEAVE

California and federal workers' compensation laws govern work-related injuries and illnesses. An employee that needs reasonable accommodations should contact a District representative with day-to-day personnel responsibilities and discuss the need for an accommodation.

Any leave taken under this provision qualifying as leave under the state and/or federal family and medical leave laws (Family Medical Leave Act/California Family Rights Act ("FMLA/CFRA")) will be counted as family/medical leave, charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period, and governed by the rules relating to family/medical leave.

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## PERSONAL LEAVE

A personal unpaid leave of absence, for reasons other than injury or illness, may be granted at the discretion of Valley District. Requests for personal leave should be limited to circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay. Each request for personal leave will be evaluated by the Valley District management team and Human Resources. Several considerations will be made when reviewing the request for personal leave such as length of service, business needs, and other circumstances on a case-by-case basis.

## CONCURRENT PERSONAL AND FAMILY/MEDICAL LEAVE

Any leave taken under any provision in this section that qualifies as leave under the state and/or federal Family and Medical Leave Acts will be counted as family/medical leave and charged to the employee's entitlement of 12 workweeks of family/medical leave in a 12-month period.

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## AROUND THE OFFICE

### OPEN DIALOGUE

Open dialogue happens when members are empowered to share their thoughts, ideas and disagreements without fear of repercussions. To that end, Valley District encourages different points of view, suggestions for improvement, new and creative ideas and perspectives, actively listening to and seeking to understand others' differing points of view, collaboration and information sharing, and raising questions or concerns. Depending on the issue at hand, you should approach the most appropriate person, your supervisor, a coworker, Human Resources, any leader, including the General Manager, to discuss, report or offer your



voice on the matter. Use your best judgment to determine who that person may be.

While discussions and productive disagreements are encouraged, negative judgments, incivility and/or suppression of opposing views are not acceptable behavior.

If a complaint or concern is raised, we cannot guarantee that every problem will be resolved to your satisfaction. However, Valley District values you and your voice matters; we want you to feel free to raise issues of concern without the fear of retaliation.

### BULLETIN BOARDS

Valley District maintains bulletin boards located in the mailbox room at the Administration office and at all District facilities. Bulletin boards are used to provide information to employees concerning Valley District related items only; they are not for personal use by employees.

### EMPLOYER PROPERTY

Lockers, furniture, desks, computers, cell phones, data processing equipment/software, vehicles, and Operations Field Equipment are District property and must be maintained according to District rules and regulations. They must be kept clean and are to be used only for work-related purposes. Valley District reserves the right to inspect all District property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any District property may be removed from the premises.

District voice mail and/or electronic mail (e-mail) including texting, pagers and mobile email are to be used for business purposes. Valley District reserves the right to monitor, inspect, copy and record voice mail messages, and e-mail messages, and texts to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence. Employees should have no expectation of privacy in any of these or Valley District's other electronic systems.

Valley District may periodically need to assign and/or change "passwords" and personal codes for:

- computers, laptops, tablets

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- voicemail
- security alarm codes

These communication technologies and related storage media and databases are to be used only for District business and they remain the property of Valley District.

Valley District reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the District voicemail and email systems are subject to the same District policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

For security reasons, employees should not leave personal belongings of value in the workplace. Separating employees should remove any personal items at the time they leave Valley District.

## GUESTS AND VISITORS

To preserve an appropriate work environment, visits from friends and family are to be kept to a minimum. It is extremely important that the impression left with Valley District visitors is that of a professional organization with the highest standards of conduct.

Emergencies in which children must be in the office for any length of time are to be kept to an absolute minimum and are at the employee's supervisor's discretion. Valley District may not be used as a substitute for regular childcare. On those occasions when children are present, they should not be allowed to disrupt others in the office.

Employees' children are their responsibility while in the office and must be under the employee's direct supervision at all times. If a child is ill, the employee must present a doctor's note indicating the child is not contagious. Under no circumstances may children perform or provide work for Valley District unless the child is hired as an employee pursuant to Valley District policies. Employees must receive prior approval from their supervisor to bring a minor child to work.

Valley District reserves its right in its sole discretion to deny such a request for reasons including, but not limited to, the requested guest or visitor has been disruptive in the past, there is a special event scheduled on the date(s) requested, or the work environment is not appropriate for the visitor or guest due to safety or other reasons.

## HOUSEKEEPING

All employees are responsible for keeping their work areas clean and organized. People using common areas such as lunchrooms, locker rooms, and restrooms are expected to keep them sanitary. It is the employee's responsibility to clean up after meals and dispose of trash properly.

## NAMES AND ADDRESSES

Valley District is required by law to keep current all employees' names and addresses. Employees are responsible for notifying Valley District in the event of a name or address change.

## OUTSIDE EMPLOYMENT

Employees are prohibited from engaging in any employment, enterprise, or outside activity which conflicts with Valley District duties, functions, or responsibilities, and are prohibited from engaging in any



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compensatory outside activity which will directly, or indirectly, contribute to the lessening of effectiveness as an employee.

An employee wishing to engage in outside employment or other activities for which compensation is received are responsible to notify their immediate supervisor and the Human Resources/Risk Manager of the following prior to engaging in said activity: 1) description of/nature of activity, 2) time required for activity, 3) when activity will begin, and 4) other information as may be required to determine whether or not such activity is compatible with the employee's employment with Valley District. The Human Resources/Risk Manager will confer with the CEO/General Manager and the employee will be notified of the decision in writing.

It shall be the responsibility of the immediate supervisor to ensure that employees in their department do not engage in any activity, which constitutes a conflict of interest. Valley District shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## PARKING

Where designated areas exist, employees may park their vehicles in designated areas, if space permits. If space is unavailable or there is not area specifically designated for Valley District employee parking, employees must park in permissible public areas in the vicinity of Valley District property. Employees may not use parking areas specifically designated for customers, vendors, Valley District vehicles. Valley District is not responsible for any loss or damage to employee vehicles or contents while parked on District property.

Parking areas may be monitored with video or other surveillance for purposes of protecting Valley District property only. This surveillance system is in no way intended to provide employees with personal security.

## PERFORMANCE REVIEWS

Employee performance will be reviewed at least annually. The annual review will occur between January 1 and March 15 of each year. The annual review requires an employee self-assessment, as well as the supervisory performance assessment. The annual review will determine step advancement or other personnel actions for the following fiscal year.

Favorable performance reviews do not necessarily guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Valley District and depend upon various factors in addition to performance.

## PERSONNEL RECORDS

Employees have a right to inspect or receive a copy of their personnel records maintained by Valley District. By law, certain documents and/or information may be excluded from the right of inspection by the employee.

Any request to inspect or copy personnel records must be made in writing to the Human Resources/Risk Manager. You can obtain a form for making such a written request from the Human Resources/Risk



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Manager. If you request a copy of your personnel records, not including those excluded by law, Valley District may charge the reasonable cost for duplication of the records.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. Valley District may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date Valley District receives your written request to inspect or copy your personnel records (unless you/your representative and Valley District mutually agree in writing to a date beyond 30 calendar days).

Disclosure of personnel information to outside sources, other than your designated representative is limited by law. However, Valley District will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

## RESPECTFUL WORKPLACE

Valley District is committed to building and maintaining a work environment that is a positive, respectful, civil and professional. This type of work environment is fundamental to working effectively, efficiently and innovatively. Employees are responsible to display good judgment and proper behavior that is reasonably expected in the workplace, which is behavior and/or communication that demonstrates positive consideration and treats individuals in a manner that a reasonable person would find appropriate.

Context is important in understanding the difference between respectful and/or professional behavior and disrespectful and/or unprofessional behavior. Employees may experience stress or discomfort in the workplace that is not related to disrespectful and/or unprofessional behavior. For example, disagreements, misunderstandings, miscommunications or conflict situations where the behavior remains professional and respectful, as well as the normal exercise of supervisory or managerial responsibilities, including performance reviews, work direction, performance management and disciplinary action provide they are conducted in a respectful and professional manner.

Disrespectful and/or unprofessional behavior may or may not be intentional; unintentionally disrespectful and/or unprofessional behavior may still be a violation of Valley Districts expectations. Such behavior includes, but is not limited to, discussing topics which a reasonable person would find inappropriate or offensive, exhibiting aggressive behaviors such as shouting, abusive language, threats of violence, the use of obscenities or other non-verbal express of aggression, behavior that a reasonable person would find demeaning, humiliating or bullying, deliberately destroying, damaging or obstructing someone's work performance, work product, tools or materials, and/or knowingly making false complaints. Behavior that is disrespectful or unprofessional will not be tolerated.

### Informal Resolution

Whenever possible, employees should have a conversation directly with the other individual(s) involved. Employees are encouraged to speak to their supervisor or the Human Resources/Risk Manager, or to utilize the Employee Assistance Program for guidance on resolving the problem.

If a direct approach is not possible or does not resolve the concern, employees are encouraged to discuss

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with their supervisor or with the Human Resources/Risk Manager. If the concern is about the supervisor or someone in the command hierarchy, employees are encouraged to contact the Human Resources/Risk Manager to determine options for resolution.

## Formal Complaint

Employees may initiate a formal complaint with the Human Resources/Risk Manager. If the complaint concerns Human Resources, employees should contact their supervisor or someone in their chain of command. Employees should be prepared to provide details of the situation, including dates, times, what occurred, and identify the person(s) involved. If a formal investigation is warranted, the subject of the complaint may be informed about the complaint.

Valley District prohibits retaliation against an employee who initiates a complaint, reports an incident, participates in an investigation related to a complaint or incident, is associated or perceived to be associated with a person who initiates a complaint, reports an incident or participates in or is required to participate in an investigation.

## RETURN-TO-WORK PROGRAM (RTW)

Valley District has a RTW program that is intended to bring employees back to work as soon as they are physically able to perform work that is meaningful, without aggravating their injury or illness. This program is consistent with our obligations under state and federal law concerning disabilities.

## SMOKING

In accordance with California State Law, all work locations are considered non-smoking areas (includes all tobacco products, e-cigarettes and vape products).

## SOLICITATION OF LITERATURE

To ensure efficient operation of Valley District's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Valley District property. Valley District has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization or distribute or circulate any written or printed material in work areas at any time, or during the employee's working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Valley District property. This section is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

## USE OF ELECTRONIC EQUIPMENT AND SOCIAL MEDIA

This policy is intended to protect Valley District's computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, Black berries, smart phones,

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iPads, and other electronic tablets and cell phones), computer software/hardware and servers, and external hard drives.

Valley District also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, voicemail, cell phones and other handheld devices (such as cell phones, Blackberries or smart phones or writing tablets or iPads), fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through Valley District servers are Valley District property owned by Valley District for the purpose of conducting Valley District business. These items must be maintained according to Valley District rules and regulations. Computers must be kept clean, and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Valley District property may be removed from the premises.
- All electronic communications also remain the sole property of Valley District and are to be used for Valley District business. For example, email messages are considered Valley District records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of Valley District and remains the property of Valley District.
- Information stored in Valley District computers and file servers, including without limitation:
- Board of Directors' and Staff addresses, and phone numbers are the property of Valley District and may not be distributed outside Valley District in any form whatsoever without the permission of the General Manager.
- Violation of any of the provisions of this policy, whether intentional or not, will subject Valley District employees to disciplinary action, up to and including termination.

## Computer and Internet Use

Valley District provides computers, electronic communications, electronic information, and information technology resources, including the Internet, to its employees to help them do their job. Generally, Valley District resources should be used for business related purposes. However, Valley District recognizes that incidental and minimal personal use of these resources and property may occur during working time. Valley District allows such incidental and minimal personal use as long as the usage does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any law or Valley District policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Valley District management.

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## Social Media

Social media is a set of Internet tools that aid in the facilitation of interaction between people online. If you have specific questions about which programs Valley District deems to be social media, consult with your supervisor and/or the General Manager. Valley District recognizes that incidental and minimal personal use of social media may occur during break and meal periods. Employees are expected to utilize their personal devices for such activities unless the activities are normally expected of their assigned duties. Valley District allows such incidental and minimal personal use as long as the usage does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any law or Valley District policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information.

Employees can use their own personal devices to engage in social media during breaks and meal periods; however, all other Valley District policies against inappropriate usage, including Valley District's zero tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential or trade secret information, apply.

Nothing in Valley District's social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

## Employee-Owned Devices

Valley District recognizes that de minimus personal use of the employee's own computers (including handheld devices) and electronic communications may occur during working time. Valley District allows such occasional personal use if the usage does not interfere with the employee's work performance, take away from work time or violate any Valley District policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

Departing employees must provide their personal devices used for Valley District business to I.T. so that Valley District can permanently remove all Valley District data, including trade secrets and confidential information.

## Prohibited Use

It is a violation of Valley District policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; violates Valley District assets or resources or is against Valley District policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets. The display of any kind of sexually explicit multimedia content, message, or document on any Valley District computer is a violation of Valley District's policy against sexual harassment.

This description of prohibited usage is not exhaustive, and it is within the discretion of Valley District to

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determine if there has been a violation of this policy.

## Monitoring of District Property

Valley District reserves the right to inspect, monitor and copy all Valley District property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Valley District computers and all electronic communications and electronic information are subject to monitoring, copying and review, and no one should expect privacy regarding such use. Valley District reserves the right to access, copy, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, copy, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Valley District policy or any law occurs. E-mail may be monitored, reviewed and copied by Valley District and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security, but the use of a password does not affect Valley District's ownership of the electronic information or ability to monitor the information. Valley District may override an employee's password for any reason.

## California Public Records Act

The California Public Records Act (CPRA) regarding public information and public records apply to Valley District. Public records include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by Valley District regardless of physical form or characteristic. If Valley District receives a CPRA request (subject to certain exceptions), an employee must permit inspection and examination of any public record or public information in the employee's possession. This is regardless of where the public record is located.

All policies relating to computer and internet use, social media, prohibited use, and monitoring usage of Valley District property apply. Valley District reserves the right to adjust these policies on a case-by-case basis as it deems appropriate.

## **WORKPLACE PRIVACY – AUDIO/VIDEO RECORDINGS**

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time, unless required to perform job duties. Employees also may not use any audio or video recordings in work areas that Valley District has identified as confidential, secure or private, unless the employee is engaged in protected concerted activity related to improving the terms and conditions of employment, such as documenting health and safety issues.

Valley District uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas). The video surveillance will not include sound recording.

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## WORKPLACE CONDUCT

Valley District expects its employees to behave in a fair, honest, and ethical manner in all activities conducted on behalf of Valley District. Employees are expected to uphold the values of Valley District and are required to report any situation where the individual reasonably suspects any activity that may be in violation of the law, Valley District policies, or the conduct standards outlined in this Handbook.

### ANTI-RETALIATION POLICY

Valley District is committed to maintaining a work environment free of any form of retaliation against any employee who initiates a complaint, reports an incident, participates in or who is required to participate in an investigation related to a complaint or incident, is associated or perceived to be associated with a person who initiates a complaint, reports an incident, participates in or is required to participate in an investigation.

### CELL PHONE USE

Cellphones should be turned off or set to silent or vibrate mode during meetings, conferences and in any other circumstance where incoming calls, text messages or other notifications may be disruptive.

#### Personal cellphones

While at work, employees are expected to exercise discretion in using personal cellphones for personal use while on work time. Excessive personal calls and text messages during the workday can interfere with employee productivity, be distracting to others, and potentially be a safety issue. Employees are encouraged to make any personal calls and/or send personal text messages during non-work time.

#### Non-Exempt Employee Use of Personal Devices for Work Purposes

Non-exempt employees may perform necessary and authorized work duties on personal devices (e.g., phones, tablets, laptops). All such time spent using personal devices for official business will be considered as hours worked and will count toward overtime eligibility as set forth by applicable law and as provide for in this Handbook. Accordingly, they are required to report all time spent working outside of scheduled work hours.

All overtime should be pre-approved, and employees should not work unauthorized overtime. To control costs and avoid unnecessary expenses, non-exempt employees shall not use personal devices for work-related purposes outside of their regularly scheduled hours unless they receive prior authorization from management. In other words, non-exempt employees shall not review, read, send, or respond to work-related emails, or other communications (e.g., Teams chats, messages on shared documents) outside of their regularly scheduled hours without prior management authorization.

#### Prohibited Use of Electronic Devices While Driving

In the interest of the safety of our employees and other drivers, Valley District employees are prohibited from using cell phones while driving on Valley District business and/or time. If job duties require that employees be available while driving, employees must use a hands-free option in accordance with California law. Failure to follow this policy is a violation of law and Valley District rules.

Writing, sending, or reading text-based communications - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on any wireless device or cell phone while driving is prohibited under this policy unless the device is specifically designed and configured to allow

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voice-operated and hands-free operation to dictate, send, or listen, and it is used in that manner while driving.

## CONDUCTING PERSONAL BUSINESS

Employees are to conduct only Valley District business during work hours. Employees may not conduct personal business or personal business for another employer during their scheduled working hours.

## CONFIDENTIAL INFORMATION

In the course of work, an employee may have access to confidential information, including but not limited to customer information, financial data, data on decisions or plans, or employee personnel information. Each employee has a responsibility to prevent revealing or divulging any such information, unless it is necessary to do so in the performance of official duties, or as required by law. The misuse, unauthorized access to, or mishandling of confidential information, particularly personnel information, is strictly prohibited.

## CONFLICT OF INTEREST

Valley District expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests. Employees are expected to avoid situations involving an actual or potential conflict between employee's personal interests and the interests of Valley District. Both the facts and the appearance of conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their supervisor or the Human Resources/Risk Manager for clarification.

In addition, some designated Valley District employees must annually report on their investments, business positions, real property and/or sources of income, which may be related to decision making authority in their job responsibilities.

### Acceptance of Gifts

No employee may solicit or accept gifts of significant value (in excess of \$50.00), lavish entertainment, or other benefits from any customers, suppliers, contractors, vendors or any person doing or seeking to do business with Valley District.

### Customers, suppliers, contractors, and vendors

As in all other facets of their duties, employees dealing with customers, suppliers, contractors, vendors or any person doing or seeking to do business with Valley District are to act in the best interest of Valley District. An employee shall make prompt and full disclosure in writing to their supervisor or the Human Resources/Risk Manager of any potential situation which may involve a conflict of interest.

### Personal or Romantic Relationships

Personal or romantic involvement with a competitor, supplier, or vendor of Valley District, or with a subordinate employee of a Valley District supervisor/manager, or with another Valley District employee which impairs an employee's ability to exercise good judgment on behalf of Valley District, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships can also lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this section should



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immediately and fully disclose the relevant circumstances to their immediate supervisor, or the Human Resources/Risk Manager, for a determination about whether an actual conflict exists. If an actual conflict is determined, Valley District may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts may constitute grounds for disciplinary action.

## CUSTOMER RELATIONS

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, a supervisor should be called immediately.

Ours is a business of service, partnerships and relationships, and all of us must remember that the Valley District's interests come first. All who employees encounter during the course of their business are to be treated respectfully and given proper attention. Inquiries with and from business partners, vendors, customers, the public, etc. should be responded to promptly and professionally.

An employee's actions should show their desire to be attentive to the needs of the individual requesting assistance by providing the assistance needed. If employees are unable to provide the assistance necessary, they have a responsibility to find someone who can. Employees have a responsibility to obtain supervisory assistance for any issues that escalate beyond their abilities to resolve.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates an employee's commitment to those with whom we do business.

## DISCIPLINARY PROCESS

It is the responsibility of all employees to be aware of and follow all workplace policies, rules and work expectations for the well-being of Valley District's employees and our operations.

This section defines Valley District's process for correcting undesirable behavior, such as, but not limited to, episodes of non-compliance with policies, rules and work expectations and/or failure to meet reasonable work standards, with the ultimate goal of assisting employees to correct behavior, meet work expectations, and ensure Valley District policies/procedures are followed by being clear and precise about the issue(s) at hand and the consequences should the same or similarly related undesirable behavior be repeated.

Valley District generally follows a process of progressive discipline which is designed to modify unacceptable employee behaviors; however, Valley District may take a harsher action based on the severity and circumstances of the situation. Valley District reserves the right to skip one or more steps in appropriate cases and in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment. Progressive discipline may include one or more of the following steps:

- A. Documented Verbal Warning
- B. Written Warning
- C. Final Written Warning with or without suspension

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- D. Termination (Demotion may be considered in the disciplinary process at Management's discretion).

At-Will employees do not have appeal rights for any action noted above and may be released from employment at any step.

## Regular Status Employees

Employees who have attained Regular Status in the position held at the time of the disciplinary action, shall have additional rights as outlined in this section.

A Regular Status employee who is subject to disciplinary action in the form of suspension without pay, demotion or termination will be notified of the proposed disciplinary action prior to imposition of the discipline. The notice shall include the following:

- Notice of the proposed action;
- A statement of the specific reasons for the proposed action; and
- Notification to the employee of the right to respond to the General Manager orally and/or in writing to the proposed action before the discipline is imposed. The notice shall provide for the employee's response within seven (7) calendar days from the date the notice was provided to the employee. A longer period may be warranted in specific cases because of the complexity of the issues involved.

A written decision will be provided to the employee following the oral or written response to the notice, or after seven (7) calendar days have passed without response by the employee. The written decision will include a statement of the reasons the action was upheld. For suspensions of five (5) days or less, the General Managers decision shall be final.

For suspensions of six (6) days or longer, demotions or termination, the decision shall inform the employee of the right to request an appeal before the Board of Directors. The employee must request the appeal within seven (7) calendar days from the receipt of the General Manager's decision.

If the employee requests a hearing within the prescribed time, the matter shall be brought before the Board of Directors within 45 days from the date of filing of the appeal. The Board, or its designee shall sit as the hearing officer. The proceeding shall be informal. The General Manager or designee may address the Board/Hearing Officer. The employee may address the Board/Hearing Officer on their own behalf. The Board/Hearing Officer's decision to affirm, revoke or modify the action of the General Manager based on evidence presented shall be final. The Board/Hearing Officer's Decision shall be a bench decision rendered verbally immediately following closing of the hearing or, at the Board/Hearing Officer's discretion, rendered in writing within fourteen (14) calendar days of the close of hearing.

## **DRESS AND OTHER PERSONAL STANDARDS**

Employees should wear clothing appropriate for the nature of our business and the type of work performed and should maintain professionalism. Clothing should be neat and well maintained. For safety reasons, clothing that may create a safety hazard should be avoided. Employees who report to work inappropriately dressed may be asked to leave the workplace and return in acceptable attire.

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All employees required to wear uniforms provided by Valley District must take care of their uniforms and report any wear or damage to their supervisors. Instructions regarding cleaning and maintenance of uniforms will be provided. Supervisors will inform employees of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact a District representative with day-to-day personnel responsibility and discuss the need for accommodation.

## DRUG AND ALCOHOL-FREE WORKPLACE

Valley District has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of Valley District employees and to the security of our equipment and facilities. Additionally, use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to Valley District. Valley District is committed to the elimination of drug and alcohol use and misuse in the workplace.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may adversely affect an employee's job performance and may seriously impair the employee's value to Valley District.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs, prescription medication or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about side effects of their prescribed medication related to their fitness for duty and ability work safely while taking such medication, and employees must promptly disclose any work restrictions to their supervisor and to Human Resources.

### Work Rules

1. Whenever employees are working, are operating a Valley District Vehicle or driving their own vehicle on Valley District business, are present on Valley District premises or are conducting company-related work offsite, are prohibited from:
  - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possessing drug paraphernalia).
  - b. Being under the influence of alcohol or an illegal drug as defined by this policy.
  - c. Possessing or consuming alcohol.
2. The presence of any detectable amount of illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing Valley District business or while in a Valley District facility, is prohibited.
3. Valley District prohibits employees from performing their duties while taking prescribed medication that adversely affect their ability to perform their job duties safely and effectively.
4. Illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

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## Employee Assistance

Valley District will assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to disciplinary action, up to and including termination from employment. Such employees will be allowed to use accrued paid time off, placed on a leave of absence, referred to a treatment provider and/or otherwise accommodated as required by law.

Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests as required based on individualized circumstances (e.g., they hold safety sensitive positions, they drive on Valley District business, or they have violated this policy previously).

Once a reasonable suspicion drug test has been initiated, unless required by law, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including termination.

This provision applies to all employees and all applicants for employment with Valley District. Valley Districts Drug and Alcohol Policy is contained in [Appendix E](#) of this handbook (General Employment Policies). Employees are responsible for review this policy in its entirety to ensure their compliance with Valley Districts drug and alcohol-free workplace requirements.

## EMPLOYEE PROPERTY

An employee's personal property, including but not limited to vehicles, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Valley District property, possession of dangerous weapons or firearms, or abuse of Valley District's drug and alcohol policy, or any legal violation.

## EMPLOYMENT OF RELATIVES

Close relatives of current employees may be hired, but Valley District reserves the right to exercise judgment in cases where close relatives may work together, supervise one another, or have access to sensitive or confidential information. For purposes of this policy, close relative is defined to be mother, father, sister, brother, spouse, registered domestic partner, child, stepchild, and all in-laws within these categories.

This policy does not apply to existing employees who might marry or to employees who are already closely related according to the above definition. However, if one such employee is supervised by the other, or is in a position which might potentially create a conflict of interest or a problem for Valley District, one or the other may be asked to transfer or resign to comply with this policy.

## JOB ABANDONMENT AND AUTOMATIC RESIGNATION

An employee who fails to report for work for a period of three (3) consecutive workdays without notification to their supervisor and provides an acceptable reason for the absence or who otherwise abandons their employment with Valley District, will be considered to have automatically resigned employment with Valley District as of the last day on which the employee worked or the last day the employee was on approved leave, unless the General Manager approves additional leave or leave without pay to cover the absence.

An automatic resignation may apply in any circumstance where the employee:

# Employee Handbook

- a. Failed to obtain approved leave prior to any period of absence for three (3) consecutive working days;
- b. Fails to return to work, for three (3) consecutive working days, following an approved leave or upon expiration of an off work order;
- c. Refuses to accept or fails to respond to an offer of accommodation that would permit the employee to return to work;
- d. Fails to provide appropriate documentation to substantiate any period of absence for three (3) consecutive working days; or
- e. Fails to cooperate with Valley District's attempts to engage in the interactive accommodation process such that, based on the information available to Valley District in the absence of the employee's cooperation, Valley District is unable to determine if an accommodation would allow the employee to return to work.

All District-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

## Regular Employees

Before separation from employment takes effect because of an automatic resignation, the employee shall be given written notice of the fact supporting the proposed action and provided an opportunity to respond to the General Manager. The employee shall have seven (7) calendar days from the date of service of the written notice to respond to the General Manager.

If the General Manager upholds the automatic resignation, the decision will be provided to the employee in writing and with the effective date of the separation from employment.

## NEWS MEDIA CONTACTS AND VALLEY DISTRICT SOCIAL MEDIA

Employees may be approached for interviews or comments by the news media. Only employees designated by the General Manager may comment to news reporters on Valley District policy or events. Additionally, only designated employees may communicate on behalf of Valley District on social media, including making posts on Valley District social media pages.

This policy does not limit an employee's right to discuss the terms and conditions of his or her employment, or to try and improve these conditions.

## OFF-DUTY CONDUCT

While Valley District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with Valley District's legitimate business interests. Off-duty conduct by an employee that directly conflicts with Valley District's essential business interests and disrupts business operations will not be tolerated.

## POLITICAL ACTIVITY

Many employees participate in political activities on their own time. District time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for an employee's outside political activities. Valley District will not reimburse any employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

# Employee Handbook

Absent a formal statement by Valley District announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that Valley District officially endorses or opposes any candidates for political office that Valley District itself has not publicly announced. District employees are entitled to their own personal position.

Valley District will not discriminate against employees based on their lawful political activity engaged in outside of work.

## PUNCTUALITY AND ATTENDANCE

### General Punctuality and Attendance

As an employee of Valley District, it is your responsibility to be punctual and regular in your attendance. Tardiness and unplanned absences cause problems for your fellow employees and your supervisor. When you are absent, your assigned work may be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods, authorized absences using paid leave or when required to leave on authorized Valley District business. Late arrivals, early departures or other unplanned and/or unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work or to report at your scheduled start time, you must provide reasonable advance notice, including the expected duration of your absence, to your supervisor before the time you are scheduled to begin working for that day and receive approval for use of paid leave time for your absence. Failure to receive approval for your absence may result in this time being considered as unapproved without pay. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism.

Excessive absenteeism or tardiness, providing false information concerning your reasons for leave or abuse of protected leave will not be tolerated.

### Protected Absences

Absences protected by local, state and federal law, whether paid or unpaid, will not be counted for the purposes of determining excessive use of leave, however, employees are still responsible for appropriately notifying their supervisor prior to the start of their shift if they will be absent for a protected reason.

## PROHIBITED CONDUCT

All Valley District employees are responsible to ensure their conduct aligns with Valley District's mission, vision and values, and furthers Valley District's objectives. The following conduct is prohibited and will not be tolerated by Valley District. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and operations also may be prohibited and will result in disciplinary action up to and including termination.

- a. Failure to meet reasonable work performance standards and expectations. Inefficiency, carelessness, or negligence in the performance of job responsibilities.
- b. Willful or negligent disobedience of any law, policy, rule, regulation or procedure.

# Employee Handbook

- c. Dishonesty, including falsifying any official Valley District record, document, or statement. Committing a fraudulent act or a breach of trust under any circumstances.
- d. Practicing deception or fraud in securing a job appointment, promotion or benefit. Failure to supply full information as to character, reputation, medical history, or acts, which if known at the time of appointment, might have resulted in a disqualification of the employee for the job to which appointment was made.
- e. Careless, negligent, misappropriation, waste, theft, or improper use of Valley District property (e.g., vehicles, equipment, funds, etc.) including use for private purposes or involving damage or destruction of Valley District property, or the property of any employee or customer.
- f. Tardiness, absenteeism, absence without approved leave, or any other misuse of Valley District time or leaves.
- g. Workplace violence, threats or intimidation.
- h. Participating in horseplay or practical jokes on Valley District time or property.
- i. Carrying firearms or any other dangerous weapons on or in Valley District property.
- j. Off-duty and/or on-duty conduct by a Valley District employee which is job-related or discredits Valley District or which is incompatible with the due and faithful discharge of the employee's responsibilities.
- k. Causing, creating or participating in a disruption of any kind during working hours on District property.
- l. Insubordination: failure to perform assigned task(s), failure to follow a supervisor's direction, or failure to discharge responsibilities in a prompt, competent and responsible manner; use of abusive or threatening language toward a supervisor or member of management.
- m. Sleeping or malingering on the job.
- n. Working overtime without authorization or refusing to work assigned overtime.
- o. Violation of or failure to cooperate with Valley District's harassment and discrimination prevention or equal employment opportunity policies.
- p. Concealing or failing to report or act upon, when reasonably expected to do so, accidents or work-related injury or illness.
- q. Discourteous treatment of employees, customers or others doing business with Valley District; using abusive, threatening or intimidating language at any time on District premises.
- r. Conflict of interest or any violation of ethical standards established by state or federal law, or Valley District rule, policy or expectations.
- s. Failure to possess, keep in effect, or report loss of any license, certificate or other similar

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item required by the employee's job, or state or federal law.

- t. Reporting to work under the influence of drugs or alcohol or possessing, transferring, selling or using drugs or alcohol on Valley District property, vehicles, and work areas, including paid or unpaid break periods any time while wearing clothing identifying Valley District.
- u. Failing to cooperate in or misrepresentation during an official investigation.
- v. Any act inconsistent with this Handbook or Valley District policy or rule.



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## WORKPLACE SAFETY

### COMMITMENT TO HEALTH AND SAFETY

Valley District is committed to protecting the safety of our employees and visitors. Because accidents and injuries are disruptive to an employee's lifestyle and detrimental to Valley District's success, all employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present.



Valley District is committed to sending all employees home safe and healthy every day and we achieve culture of safety excellence through leadership, commitment and involvement of all employees by reinforcing safe work behaviors and watching out for each other. Every Valley District employee is responsible for safety and understands:

- Occupational injuries and illnesses are preventable.
- Every operation and process shall maintain compliance with all laws and regulations regarding safety and health, as well as Valley District policies and procedures.
- Management must assess and ensure occupational safety and health practices and programs are appropriate to support success.
- Working safety is a condition of employment.
- Safety training is required and must be completed.
- Unsafe behaviors, conditions and events must be reported.
- We look out for each other.

You are responsible for reporting any workplace accident, injury or illness to your supervisor as soon as possible, regardless of the severity of the injury, accident or illness.

### ERGONOMICS

Valley District is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. Valley District will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. Valley District encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

Valley District believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact Human Resources/Risk Management.

### SECURITY

Valley District has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a

# Employee Handbook

suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

## VEHICLE USE

This Policy defines requirements for assignment of Valley District vehicles; and ensures compliance with Internal Revenue Service (IRS) regulations and insurance requirements. All employees with assigned vehicles, [those who receive a vehicle allowance](#), or employees who use their personally owned vehicles for Valley District business, must adhere to this Policy.

### Driver's License and Insurance

Employees whose job duties require them to drive a Valley District vehicle or their personal vehicle for Valley District business will be required to show proof of current valid California Class C Driver License and proof of California minimum insurance coverage and must be insurable under Valley District's insurance policy.

If an employee is required to drive as part of their required duties, Valley District retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain required personal automobile insurance coverage or who is uninsurable under Valley District's insurance policy.

### Driver Responsibilities

It is the driver's responsibility to secure Valley District vehicles at all times. Drivers are required to report vehicle problems, schedule maintenance, verify vehicle is in compliance with safety inspection, registration, and insurance requirements. Employees must keep vehicles clean while in their custody.

Employees assigned Valley District vehicles will be held responsible for all damages and liabilities incurred or arising out of any unauthorized vehicle use.

### DMV-Pull Notice Program

Valley District participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job.

### Valley District Vehicles

Valley District vehicles are permitted to be used for business use only unless the vehicle is specifically authorized as a take-home vehicle. Vehicles specifically designated as a take-home vehicle may be used for commuting to and from home and work locations, and to/from specific projects and jobs. The only exception for personal use of a Valley District take-home vehicle is for life-threatening emergencies when the employee's personal vehicle is not available.

Valley District vehicles designated only for official business must be parked on designated Valley District property or job sites during non-working hours. No personal use of these vehicles is permitted.

### Approvals

All new or changed vehicle assignments for drivers require documentation and approval on Valley District letterhead.

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## WORKPLACE VIOLENCE PREVENTION

The safety and security of employees and customers are very important to Valley District. All employees, customers, vendors and business associates should always be treated with courtesy and respect. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or Valley District's ability to execute daily business will not be tolerated. Valley District prohibits all conduct that can be directly or indirectly construed as workplace violence or threatening behavior:

- Instigating or engaging in a physical altercation or engaging in any other conduct that results in physical injuries to another person.
- Making direct or indirect threats.
- Engaging in overtly aggressive or hostile conduct that causes others to experience legitimate fear for their safety and/or emotional distress.
- Deliberately vandalizing Valley District property or another employee's personal property.
- Bringing a weapon to work or being in possession of one while representing Valley District.

To ensure that Valley District maintains a workplace safe and free from violence, Valley District prohibits possession weapons (including, but not limited to, firearms, explosives and knives) on Valley District property and at Valley District sponsored events when the employee is attending in an official capacity. A lawful license to carry a weapon issued does not supersede this policy. Valley District property includes Valley District owned or leased properties and surrounding areas such as sidewalks, walkways, driveways, and parking lots under Valley District ownership or control.

Any person who makes threats, exhibits threatening behavior or engages in violent acts on Valley District property may be removed from the premises pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence off Valley District property, but directed at Valley District employees or others conducting business for Valley District, is a violation of this policy. Off-site threats include but are not limited to threats made via electronic or conventional mail, telephone, fax, social media, or any other communication medium.

Valley District has zero tolerance for acts of violence, threats or threatening behavior. All such acts and threats, even those purported to be made in jest, will be taken seriously, and promptly investigated. Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to disciplinary action up to and including termination from employment.

It is every employee's responsibility establish and maintain a violence-free work environment. You have the responsibility to, and you are encouraged to, report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is an act of violence or a threat of violence.

Report any threat or incident of violence to any supervisor or manager or to Human Resources Valley District encourages employees to bring their disputes to the attention of their supervisor/manager or to Human Resources before a situation escalates. Valley District will not retaliate against employees for making good faith reports.

Employees have a responsibility to promptly inform Human Resources of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns about intimate partner violence. Valley District is committed to supporting victims

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of domestic violence by providing referrals to Valley District's Employee Assistance Program and providing time off for reasons related to domestic violence.

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## REIMBURSEMENTS, ALLOWANCES AND EDUCATION

### BUSINESS TRAVEL AND RELATED EXPENSES

In compliance with California law and local Resolution, Valley District reimburses employees for business, travel and related expenses incurred directly in the performance of their job duties. Employees should obtain prior approval from their supervisor to incur a business expense, including travel and related expense reimbursements. Prior approval may be in the form of standing orders or direction related to daily duties, or regular/routine meetings.

Requests for reimbursement should be submitted as soon as possible after incurring the expense. Reimbursement will not be made for personal expenses such as, but not limited to, entertainment, personal care (e.g., barbering, manicure, etc.), alcoholic beverages, etc.

Whenever possible, it is preferred that Valley District incur the expense directly and/or make travel and related arrangements for the employee (e.g., lodging, registration, travel method, etc.) versus the employee first incurring the expense and seeking reimbursement. Other arrangements may be approved in advance based on individual case-by-case circumstances.

Unless otherwise provided, reimbursements are made on an actual cost basis. If a receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., an itemized list of expenses with location, date, dollar amount and reason for the expense) and an explanation why the receipt is not available.

#### **Transportation Modes**

Generally, the mode of transportation which is the lowest expense to Valley District is to be used. When an employee has several choices for means of travel (e.g., personal vehicle, rental vehicle, public transportation, flying, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option.

If the choice of travel using a personal vehicle requires additional travel time, no additional reimbursements for food or lodging will be provided, and the employee may be required to take personal time outside of what the travel would have required via the less costly arrangement. Other arrangements may be approved in advance of the travel and an employee needing a special arrangement should seek advance approval.

Reimbursement will be provided for the actual cost of using ride-share services, taxi service, or public/mass transit when the expenses were incurred for Valley District business. Such expenses will not be reimbursed if incurred for personal use or entertainment while traveling. Public transportation (taxi, bus, ride share, etc.) should be utilized for local travel during out-of-town business, unless the cost of a rental car provides a demonstratable cost savings or public transportation is not available to the destination at the time needed. Reimbursement of tips for meal or rideshare service may be reimbursed up to approximately 20%.

If an employee rents a vehicle under their own name, their personal auto coverage is the primary coverage, unless the employee purchases additional insurance. Reimbursement will be provided for the cost of rental vehicles for business purposes. When Valley District rents the vehicle for the employee, the rental vehicles is covered for liability and physical damage under Valley Districts insurance program.

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Rental agreements and cost receipts are required for reimbursement of the rental and any gasoline purchases for the rental vehicle.

## **Mileage Reimbursement**

Mileage Reimbursement for use of personal vehicles for Valley District business shall be at the IRS allowable rate. In no case will mileage reimbursement be allowed for the normal commute, which is the distance between the employee's residence and the assigned work location. The employee shall submit a Request for Reimbursement of Expenses Form to receive reimbursement for mileage costs.

Employees who receive a vehicle allowance or are provided use of a Valley District vehicle are not eligible for mileage reimbursement.

## **Other Travel Expenses**

Reimbursement will be provided for the cost of incidental travel expenses such as bridge and road tolls, parking fees, etc. if such expenses were incurred as part of Valley District business. Valet parking will not be reimbursed unless self-parking is not available, security is a reasonable concern, or valet parking is pre-approved for another specific reason.

## **Meals and Lodging**

Employees may be reimbursed for reasonable meals and lodging expenses incurred while on Valley District business at actual cost up to the rates established by the [General Services Administration](#) (GSA) for the area of travel.

Excess charges for meals or lodging greater than GSA rates may be authorized under special conditions, such as a convention or conference requirement (e.g., lodging at the hotel where the conference is held), safety considerations for the area, or if lodging and meals are in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Approved excess charges will be reimbursed for actual costs with accompanying receipts.

Where the meal is included in the cost of the event or lodging, an employee is not eligible to receive reimbursement for that meal, unless prior arrangements for approval were made.

## **Reimbursement Process**

To obtain reimbursement from Valley District, the employee must submit a *Request for Reimbursement of Expenses* form verifying the amount of the business-related expense, the date expense was incurred, and the reasons why the expense was incurred, accompanied by copies of the appropriate receipts or other satisfactory evidence identifying the cost incurred by the employee, or if requesting per diem (meals and lodging only) provide the dates/times of travel and the meals/lodging to be reimbursed, to the Human Resources/Risk Manager.

Any excess reimbursement must be returned to Valley District within 30 days of discovery of the overpayment.

## **PERSONAL DEVICE ALLOWANCE**

Valley District employees whose job requires the use of a cellular telephone and/or other similar device to conduct district business may be eligible for an allowance of up to \$80 per month.

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Eligibility criteria includes:

- The employee is a key staff member needed in the event of an emergency; or
- The employee is frequently away from access to traditional land-based phone services; or
- The employee is involved in frequent off hours/on-call activity; or
- The employee's job requires a considerable amount of time outside of assigned office or work area during normal work hour and needs regular access to telephone and/or internet connection while away from the office to perform duties; or
- The employee's job requires accessibility outside of scheduled or normal work hours.
- The employee has not been provided with a Valley District landline telephone for home use.

Any time outside of normal working hours is not intended to include occasional, incidental access or purely voluntary access such as checking email from home).

The CEO/General Manager will make the final determination of employees eligible for this reimbursement based on the above criteria as well as knowledge of the employee's duties and responsibilities and budget considerations.

## CERTIFICATION, LICENSING, AND CONTINUING EDUCATION

When required by the job, Valley District shall pay for expenses related to required certifications, licensure (i.e., renewal, re-certification testing, etc.) and costs related to continuing education which are required to maintain such required certification and/or licensure.

## EDUCATION INCENTIVE PROGRAM

Valley District encourages a continuous learning environment. Formal education and professional certifications enhance advancement opportunities for employees, encourage professional development and boost employee knowledge, skills and abilities. To assist employees with the financial burden of formal education and continuing education, Valley District provides an Education Incentive Program of up to \$30,000 during the employee's tenure with Valley District as a reimbursement for attaining an undergraduate or graduate degree from an accredited educational institution, or for attaining a professional certification that has a demonstrable benefit for Valley District and adds value to the professional performance and/or advancement of the role.

Employees participating in the Education Incentive Program may receive reimbursement for tuition, registration fees, laboratory fees, placement testing, required examination fees, parking, books, school supplies and materials. To receive reimbursement, employees must successfully complete the course(s) (e.g., grade of "C" or better for undergraduate courses and "B" or better for graduate courses, "pass" when grade is pass/fail, "complete" when grade is complete/incomplete, etc.).

### **Request and Approval Process**

Employees interested in pursuing a formal educational degree or professional certification should request to participate in this program by providing the following in writing to the CEO/General Manager: 1) course of study or certification program, 2) educational institution or professional organization, and 3) a short statement on how the program being pursued will benefit the employee professionally and how it may benefit Valley District.

The request will be reviewed, and the employee will be provided a decision in writing. To ensure that the

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employee can participate fully in the course of study, the employee should make this request as far in advance of incurring any expense as possible. Participating employees will be required to sign a participation agreement.

## **Reimbursement Process**

To request reimbursement, employee should complete a *Request for Reimbursement of Expenses* form listing each item for which reimbursement is sought and provide sufficient documentation to demonstrate the expense was incurred, when the expense was incurred, and outcome of course(s) showing successful completion. Courses that were dropped or not satisfactorily completed are not eligible for reimbursement. The reimbursement request should be submitted to the Human Resources/Risk Manager.

Any excess reimbursement must be returned to Valley District within 30 days of discovery.

## **Repayment Provision**

In the event the employee voluntarily leaves employment with Valley District within two years (24 months) from the date of completion of the course(s) for which the employee has received reimbursement, the employee shall repay to Valley District all sums paid, subject to monthly proration.

For example, if the employee receives a reimbursement of \$10,000.00 on January 1, 2023, and then the employee leaves Valley District on June 30, 2023, the employee will have to pay back 1/24 the amount times 18 months since the employee left six (6) months after last payment, which would be approximately \$7,500.

## **Taxability of Tuition Reimbursement**

On a calendar year basis, annual reimbursement of expenses that exceed the annual limit permitted by the Internal Revenue Code, Section 127 will be treated as taxable income to the employee. For example, in calendar year 2022, the IRC limit is \$5,250 annually. An employee receiving any amount over \$5,250 in the calendar year will be taxed on the amount over \$5,250 and the amount will appear on their W-2 for tax purposes.

## **EMPLOYEE TRAINING AND PROFESSIONAL DEVELOPMENT**

Some employees may attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of Valley District or for the professional development of the individual employee. Employee attendance at such outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

### Mandatory or Job-Required Activities

When Valley District requires attendance at such an activity, Valley District will pay and/or reimburse for all reasonable and appropriate expenses. All customary and reasonable expenses for attendance at events required by Valley District, will be expended on behalf of the employee (registration, hotel, travel, etc.), or reimbursed upon submission of proper receipts (meals, rideshares, parking, mileage, etc.). Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement regarding these expenses should be approved by the General Manager in advance.

### Voluntary Activities

For professional development activities not required by Valley District but beneficial to the growth of the employee and their duties, employees may be approved for up to \$3,000 each fiscal year for such activities



# Employee Handbook

to include the costs associated with courses, meetings, registration, travel, lodging, meals, etc., unless a greater amount is approved by the General Manager. Amounts may be further limited due to budgetary considerations.

Attendance at such activities when requested by individual employees (not required by Valley District), requires the written approval of the General Manager prior to expending resources. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

## PROFESSIONAL MEMBERSHIPS

Valley District will pay or reimburse each employee up to \$400 per fiscal year for the costs of joining and maintaining memberships in Valley District approved professional organizations related to the employee's work at Valley District. Additional amounts may be approved at the discretion of the General Manager.

## SAFETY TOED FOOTWEAR AND CLOTHING REIMBURSEMENT

Employees in authorized Operations Staff classifications shall be required to wear appropriate safety toe shoes and appropriate workwear. Employees in authorized Operations Staff classifications shall be provided with reimbursement for safety toe shoes and workwear in an amount not to exceed \$325 every fiscal year. Employees who are provided with a Safety Toe Footwear and Clothing Reimbursement are required to wear the apparel during all working hours.

## VEHICLE ALLOWANCE

Full time members of the Executive Management Group are eligible to receive a vehicle allowance in the amount of \$700 per month or as provided for in an individual employment contract entered into with the employee. Executive Management Group classifications are designated as such on their official Valley District Class specifications.

# Employee Handbook

## GENERAL EMPLOYMENT POLICIES

The general employment policies contained in [Appendix E](#) and in this Handbook are designed to comply with all applicable federal, state and local employment laws, regulations and ordinances. Accordingly, to the extent of any conflict between such applicable laws, regulations or ordinances Valley District's employment policies should be interpreted and applied to be consistent with such laws, regulations and ordinances. If you believe that a District employment policy is in conflict, please notify Human Resources so that appropriate remedial measures may be undertaken. When Valley District becomes aware of an actual conflict between its policies and applicable law, regulations or ordinances it will take steps to revise the policy and provide employees with a written change to the policies within a reasonable period of time.

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## LEAVING VALLEY DISTRICT

### EMPLOYEE REFERENCES

All requests for references must be directed to the Human Resources/Risk Manager. No other manager, supervisor, or employee is authorized to release references for current or former employees.

By policy, Valley District discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, Valley District also will inform prospective employers of the amount of salary or wage you last earned.

### EXIT MEETING

In most cases, the Human Resources/Risk Manager will conduct an exit meeting on or before the employee's last day of employment to review information and answer any questions concerning pay, benefits, district property, etc. An Exit Interview will be offered; participation is voluntary. The exit interview is important and serves to obtain reactions of staff members to their employment experiences with Valley District. An employee who has elected to leave Valley District may have constructive suggestions to offer Valley District which may prove helpful in evaluating District employment.

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## APPENDIX A - CONFIRMATION OF RECEIPT OF HANDBOOK

I have received a copy of the San Bernardino Valley Municipal Water District (“Valley District”) Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook, which includes general employment policies such as the Harassment, Discrimination and Retaliation Prevention Policy among others included in a subsequent Appendix section, and to comply by all expectations and requirements set forth. I understand it is my responsibility to ask for clarification if there is any provision I do not understand. I understand that violation of any provision of this Handbook or conduct standards may result in disciplinary action, up to and including termination from employment.

Employee Signature	Date
Employee Name Printed	

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## APPENDIX B – AT WILL AGREEMENT

I understand that I was hired as an At Will employee. I understand and agree that nothing in the Employee Handbook or Valley District policy creates or is intended to create a promise or representation of continued employment and that my employment at Valley District is employment at-will and my employment may be terminated at the will of either Valley District or myself at any time.

My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Valley District and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Valley District. I understand that except for my at-will employment status, any and all policies or practices can be changed at any time by Valley District. Valley District reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the CEO/General Manager of Valley District, no manager, supervisor, or representative of Valley District has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment; only the CEO/General Manager has the authority to make any such agreement and then only in writing, signed by the CEO/General Manager.

Employee Signature	Date
Employee Name Printed	

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## APPENDIX C - FLEXIBLE WORK ARRANGEMENT AGREEMENT

### **Purpose**

Flexible work arrangements provide employees with an opportunity to work from an alternative work environment instead of in the primary location of Valley District's Administration office and/or to perform some work outside of core business hours. Flexible work arrangements allow Valley District employees to work at home, while traveling, or at a remote or satellite worksite for all or part of their workweek. Valley District considers such work arrangements to be a viable, flexible work option when both the employee and the job responsibilities are suited to such an arrangement. Valley District retains the right in its sole discretion to designate positions that are appropriate for flexible work arrangements. Flexible work arrangements may be appropriate for some employees and responsibilities but not for others.

A flexible work arrangement is a privilege and may be revoked if satisfactory performance is not maintained or where it has been determined that the work to be performed is not suitable to remote or hybrid work locations.

Approval of a flexible work arrangement in no way changes the terms and conditions of employment or required compliance with all Valley District policies, procedures and expectations. Valley District reserves the right to change or terminate the *Flexible Work Arrangement Agreement* at any time, without cause or advance notice. Approval of an employee's ability to work under a *Flexible Work Arrangement Agreement* is at the sole discretion of Valley District.

Valley District shall not incur additional costs due to a flexible work arrangement, other than those outlined below. All other expenses are the responsibility of the employee, unless otherwise required by law.

### **Approval**

A flexible work arrangement must be pre-approved by an employee's supervisor and cannot be initiated without completion of this *Flexible Work Arrangement Agreement*. It is expected that the employee and their manager will agree on appropriate levels and frequency of communication.

### **Availability**

Employees working flexibly are expected to be available for team and other internal meetings between the hours of 9:00 a.m. and 3:00 p.m. unless they have received prior approval to be excused from required meetings due to use of approved paid leave or to conduct other authorized Valley District business.

### **Equipment**

On a case-by-case basis, Valley District will determine, with information supplied by the employee and the manager, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each flexible work arrangement. Equipment supplied by Valley District will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by Valley District, will be maintained by the employee. Valley District accepts no responsibility for damage or repairs to employee-owned equipment. Valley District reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by Valley District is to be used for business purposes only. The employee must sign an inventory of all Valley District property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment or upon management's request, all

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Valley District property must be immediately returned to Valley District.

Valley District will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. Valley District will also reimburse the employee for business-related expenses, such as phone calls and shipping costs, that are reasonably incurred in carrying out the employee's job responsibilities.

## **Work Environment**

The employee is responsible for establishing and maintaining an appropriate alternative work environment where Valley District work can be performed. Valley District will not be responsible for costs associated with the setup of the employee's alternative work location, such as remodeling, furniture, or lighting, nor for repairs or modifications to the space.

## **Employee's Responsibilities**

The employee is responsible for performing all job duties at a satisfactory or better performance level. The employee's work schedule shall not interfere with normal interactions with manager, coworkers or anyone else with whom the employee needs to interact with in the course of business. The employee's work schedule should support the needs of Valley District and not adversely impact the ability of other Valley District employees to perform their jobs. The employee will remain accessible to manager, coworkers and others, as necessary, during Valley District's core business hours. Employees are responsible for attending all required meetings.

Flexible work arrangements are not designed or intended to be a replacement for appropriate child or family care. Although an individual employee's schedule may be modified to accommodate such care needs, the focus of the arrangement must remain on job performance and meeting business demands. When family members who require care are present in the alternative work location, employees are responsible for ensuring that alternative care is available for the family member during work hours or while work obligations exist.

## **Security**

Consistent with Valley District's expectations of information security for employees working at the office, employees working remotely will be responsible for ensuring the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

## **Safety**

The employee is solely responsible for ensuring the safety of his or her alternative work environment. However, because Valley District is legally obligated to provide its employees with a workplace that is free from hazards that might cause serious harm or injury, Valley District reserves the right to periodically inspect the employee's alternative workspace. Any such inspection will be preceded by advance notice and an appointment will be scheduled. Employees are protected by Valley District's workers' compensation insurance while working at alternative work locations. As such, employees are required to immediately report any injuries that occur while working in their alternative work environment. Valley District shall not be liable for any injuries that occur to third parties at or around the employee's alternative work environment. Business visitors are prohibited at alternate work locations without the written permission of the General Manager or their designee.

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## **Time Worked**

Employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) are responsible for accurately recording and reporting all hours worked. Hours worked which exceed those scheduled per day and per workweek require the advance written approval of the employee's manager. Failure to comply with this requirement may result in the immediate termination of this agreement.

## **Confirmation of Flexible Work Arrangement Agreement**

I have received my copy of Valley District's Flexible Work Arrangement policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

My signature certifies that I understand that I understand my responsibilities and must abide by the rules and requirements described in this policy or my flexible work arrangement privileges will be rescinded.

Employee Signature	Date
Manager Signature	Date



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## APPENDIX D – UNPAID LEAVES

### FAMILY AND MEDICAL LEAVE

The California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) entitle eligible employees to take unpaid, job-protected leave and continuation of health benefits for qualifying reasons.

Comparison of FMLA and CFRA	FMLA	CFRA
Duration of Leave	Up to 12 weeks during a 12-month period, or up to 26 weeks to care for an injured servicemember during a 12-month period	Up to 12 weeks during a 12-month period
Employee Eligibility Requirements	(1) Employed at least 12 months with Valley District; (2) worked at least 1,250 hours over past 12 months; (3) has a qualifying event; and (4) works at a location where there employer has 50 employees within 75 miles.	(1) Employed at least 12 months with Valley District; (2) worked at least 1,250 hours over past 12 months; and (3) has a qualifying event
Qualifying Reasons	a. Birth and care of a newborn child (within one year of event)	
	b. Placement of an adopted or foster child with the employee (within one year of event)	
	c. To care for an immediate family member with a serious health condition	c. To care for an immediate family member with a serious health condition including grandparents, grandchildren, siblings and children of a domestic partner
	d. Employee's own serious health condition (including incapacity due to pregnancy)	d. Employee's own serious health condition (incapacity due to pregnancy is not included - employee would be eligible for federal protected PDL - Pregnancy Disability Leave)
	e. For a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, child or parent in the Armed Forces. ( <i>Qualifying Exigency Leave</i> )	e. For a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, registered domestic partner, child or parent in the Armed Forces. ( <i>Qualifying Exigency Leave</i> )
	f. To care for a covered servicemember with a serious injury or illness (spouse, child or parent or next of kin to covered servicemember) ( <i>Military Caregiver Leave</i> )	
Immediate Family Member Definition	Child (minor or a dependent adult child), a parent, or a spouse (not a domestic partner), servicemember	Child (any age), parent, spouse, registered domestic partner, grandparent, grandchild, sibling, parent-in-law (of spouse or domestic partner), servicemember
Military Family Leave Entitlements	<i>Qualifying Exigency Leave</i> : short notice deployments, military events and related activities, childcare and related activities, care of the military member's parent who is incapable of self-care, financial/legal arrangements, counseling, rest and recuperation, post deployment activities or any other event that the employee and Valley District agree is a qualifying exigency.	
	<i>Military Caregiver Leave</i> : Provides an additional 14 weeks of leave (26 weeks of FMLA) to care for a covered servicemember who is undergoing medical treatment, recuperation or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, for a seriously illness or injury, or a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness	
Health Insurance	Under same conditions as when actively working	
Job Protection	Employee must be restored to original or equivalent job with; equivalent pay, benefits and other terms and conditions of employment. Excludes Key Employees.	Employee must be restored to original or equivalent job with equivalent pay, benefits and other terms and conditions of employment
Compensation	Unpaid - employee may be eligible for disability or may use accrued leave	
Eligibility & Leave Calculation Method	Eligibility is measured on a rolling 12-month period measured backward from the first date leave is used. Leave is counted forward from the first day the employee takes the leave.	

Under most circumstances, leave under FMLA and CFRA will run concurrently, and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. For Military Caregiver Leave, leave to care for a covered service member is for a maximum of up to 26 workweeks during a 12-month period. However, there are circumstances when the leaves will not run concurrently, which include the following:

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- Pregnancy Disability Leave;
- Qualifying Exigency Leave related to active duty or call to active duty of an employee's domestic partner;
- Military Caregiver Leave if the family member is not otherwise covered under CFRA; and
- Leave for a grandparent, grandchild, adult child who is otherwise not capable of self-care because of mental or physical disability, sibling, domestic partner, or parent-in-law (parent of spouse or domestic partner) with a serious health condition.

An employee who takes leave under the CFRA for one of the above circumstances may still have 12 weeks of job-protected leave available to take in the calendar year for another qualifying reason under the FMLA, if they meet eligibility requirements.

## Employee Notice and Certification

Employees seeking to use FMLA/CFRA leave are required to provide 30-day advance notice of the need to take such leave when the need is foreseeable and such notice is practicable. If 30 days advance notice cannot be provided, the employee must notify Valley District as soon as practicable. When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule to the treatment so as not to unduly disrupt Valley District's operation.

The following procedures shall apply when an employee requests family medical leave:

- Contact Human Resources to determine eligibility for leave and provide notice of need to use such leave.
- Complete the Request for FMLA/CFRA Leave form and return to Human Resources. Employees will have 15 calendar days from Valley District's request for certification to provide the required certification unless it is not practicable to do so. If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, Valley District may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.
- Provide medical certification as requested within the timeframes required.
- Provide recertification when required: (1) when additional leave is requested or (2) the time period the health care provider originally estimated for leave has expired.

Valley District may contact the healthcare provider for the limited purpose of authenticating the certification. If the certification is incomplete or deficient, Valley District will notify the employee, explain the deficiencies in the certification and provide the employee an opportunity to provide the necessary information to support the leave.

If Valley District has a good faith, objective reason to doubt the validity of a medical certification for an employee's own medical condition, a second opinion may be required at the expense of Valley District.

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## Certification

Valley District requires the employee to provide certification. You will have 15 calendar days from Valley District's request for certification to provide it to Valley District, unless it is not practicable to do so. Valley District may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification. *(For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.)* If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, Valley District may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for a sick child, spouse, registered domestic partner, parent, grandparent, grandchild or sibling, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the healthcare provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or to perform any one or more of the essential functions of his/her position because of the serious health condition.

If an employee is absent because of his/her own serious health condition, Valley District will also require a medical release to return to work form or certification from the employee's health care provider that the employee is able to resume work.

Failure to provide a release to return to work certificate from the employee's health care provider will result in denial of reinstatement for the employee until the certificate is obtained.

## Health and Benefit Plans

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. Valley District will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, Valley District may recover from an employee, premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The right to continued

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group health coverage during pregnancy disability leave is a separate and distinct entitlement from the FMLA/CFRA entitlement.

## Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. Valley District requires employees to use paid sick leave accruals for time off for their own serious health condition. Employees may choose to use other accrued paid leave while taking FMLA/CFRA leave. To use paid leave for FMLA leave, employees must comply with Valley District's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact Human Resources.

## Reinstatement

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions (the "key" employee exemption does not apply to CFRA):

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to Valley District's operations;
- The employee is notified of Valley District's intent to refuse reinstatement at the time Valley District determines the refusal is necessary; and
- If leave has already begun, Valley District gives the employee a reasonable opportunity to return to work following the notice described previously.

## Time Accrual

Please contact Human Resources with any questions regarding accrual of other District provided paid leave benefits (such as vacation or sick leave) during unpaid FMLA/CFRA leave.

## Carryover

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a service member) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

## Intermittent Leave

Employees may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee or a

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qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 15 minutes.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information about eligibility for family/medical leave, contact the Human Resources/Risk Manager.

## PREGNANCY DISABILITY LEAVE

California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.

Valley District has an obligation to:

- reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
- provide you with pregnancy disability leave ("PDL") of up to four months (the working days you normally would work in one-third of a year or 17½ weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff.
- provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code.

For pregnancy disability leave:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
- Once Valley District has been informed that you need to take PDL, Valley District must guarantee in writing that you can return to work in your same position if you request a written guarantee. Valley District may require you to submit written medical certification from your health care provider substantiating the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe "morning sickness,"

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gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.

- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four-month entitlement to leave.
- Your leave will be paid or unpaid depending on Valley District policy for other medical leaves.
- You may also be eligible for state disability insurance or Paid Family Leave (“PFL”), administered by the California Employment Development Department.
- At your discretion, you can use any vacation during your PDL.
- Valley District requires you to use any available sick leave during your PDL. Valley District is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact Human Resources for details.

## Notice Obligations of Employees.

- If possible, you must provide at least 30 days’ advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself.) For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, Valley District may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame Valley District requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. Valley District must provide at least 15 calendar days for you to submit the certification. See Human Resources for a copy of a medical certification form to give to your health care provider to complete.

PDL and CFRA do not run concurrently. Employees who are eligible for both PDL and CFRA leave within a twelve (12) month period in accordance with this policy will have a right to both a pregnancy disability and parental leave of absence, not to exceed seven (7) months (four calendar months plus twelve weeks) with the right to return to the same department and classification.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact Human Resources, or visit the Department of Fair Employment and Housing’s website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov), or contact the Department at 800-884-1684.

## MILITARY LEAVE

Employees who wish to serve in the military and take military leave should contact Human Resources for information about their rights before and after such leave. Valley District provides military leave and

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compensation as required by applicable law including, but not limited to, California Military and Veterans Code and the Uniformed Services Employment and Reemployment Act (USERRA). You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

## MILITARY SPOUSE LEAVE

Valley District will provide up to 10 days of job-protected, unpaid leave to employees who are spouses or registered domestic partners of military personnel who are home on leave during a period of military deployment.

### **Employees are eligible for Military Spouse leave if the employee:**

Works at least an average of 20 hours per week and is the spouse or registered domestic partner of a member of the armed forces of the United States, National Guard or Reserves who has been deployed during a period of military conflict.

### **To request leave under this policy, an employee should:**

1. Provide notice to Human Resources within two (2) business days of receiving official notice that the employee's spouse or registered domestic partner will be on leave from deployment.
2. Submit appropriate written documentation to Human Resources certifying that the employee's spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

Employees requesting leave under this provision may choose to use accrued paid leave (i.e., vacation or floating holiday) concurrently with some of all the leave. To receive paid leave, eligible employees must comply with the company's normal procedures for requesting time off.

## RIGHTS OF VICTIMS LEAVE

Victims of domestic violence, sexual assault, stalking, crimes that cause physical injury or mental injury, and crimes involving a threat of physical injury; and of persons whose immediate family members is deceased as a direct result of a crime, have the following rights:

1. Your Right to Take Time Off:
  - You have the right to take time off from work to obtain relief from a court, including obtaining a restraining order, to protect you and your children's health, safety or welfare.
  - If your company has 25 or more workers, you can take time off from work to get medical attention for injuries caused by crime or abuse, receive services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse, receive psychological counseling or mental health services related to an experience of crime or abuse, or participate in safety planning and take other actions to increase safety from future crime or abuse.
  - You may use accrued paid sick leave or vacation, personal leave, or compensatory time off that is otherwise available for your leave unless you are covered by a union agreement that

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says something different. Even if you do not have paid leave, you still have the right to time off.

- In general, you do not have to give your employer proof to use leave for these reasons.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer beforehand, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, a court order, a document from a licensed medical professional, a victim advocate, a licensed health care provider, or counselor showing that you were undergoing treatment for domestic violence related to trauma, or a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose.

## 2. Your Right to Reasonable Accommodation:

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

## 3. Your Right to be free from Retaliation and Discrimination:

Your employer cannot treat you differently or fire you because:

- You are a victim of domestic violence, sexual assault, or stalking, a crime that caused physical injury or mental injury, or a crime involving threat of physical injury; or are someone whose immediate family member is deceased as a direct result of a crime.
- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the Labor Commissioner's Office against your employer if the employer retaliates or discriminates against you.



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## APPENDIX E – GENERAL EMPLOYMENT POLICIES

### ANTI-BULLYING POLICY

Valley District considers workplace bullying unacceptable and will not tolerate it under any circumstances. This policy shall apply to all employees, regardless of his or her employee status (i.e., managerial vs. hourly, full-time vs. part-time, employee vs. independent contractor). Any employee found in violation of this policy will be disciplined, up to and including immediate termination. Independent contractors found to be in violation of this policy may be subject to contract cancellation.

Valley District defines “bullying” as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior violates Valley District’s policy which requires that all employees will be treated with dignity and respect.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. Valley District considers the following types of behavior examples of bullying:

- Verbal bullying: Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person’s work area or property
- Gesture bullying: Nonverbal threatening gestures; glances that can convey threatening messages.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising voice at an individual in public or in private.
- Using verbal or obscene gestures.
- Not allowing the person to speak or express himself of herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person’s job performance or description.
- Ignoring or interrupting an individual at meetings.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.

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- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).
- Sabotaging and employee's work.

Valley District encourages all employees to report any instance of bullying behavior. Any reports of this type will be treated seriously, investigated promptly and impartially. Valley District further encourages all employees to formally report any concerns of assault, battery, or other bullying behavior of a criminal nature to the local Police Department. Valley District requires any supervisor who witnesses any bullying, irrespective of reporting relationship, to immediately report this conduct to the General Manager.

Valley District will protect an employee who reports bullying conduct from retaliation or reprisal.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of bullying. Therefore, while no fixed reporting period has been established, Valley District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. Valley District will make every reasonable effort to stop alleged workplace bullying before it becomes severe or pervasive but can only do so with the cooperation of its employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to bullying conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that such behavior immediately stop.

## FAIR PAY ACT POLICY

Valley District follows all applicable state and federal laws requiring equal pay for employees for substantially similar work. Substantially similar work is a composite of skill, effort and responsibility when performed under similar working conditions. Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity is prohibited. Pay differentials may be valid in certain situations as set forth in applicable law.

If you believe you are not being paid the same wage as other employees engaged in substantially similar work of a different race, ethnicity or sex, please report your concerns to the Human Resources Department so that appropriate corrective action may be taken.

California's Fair Pay Act and Valley District prohibit discrimination against any employee who invokes or

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assists in the enforcement of the Fair Pay Act.

If you believe you are not being paid the same wage as other employees engaged in substantially similar work, please report your concerns to Human Resources so that appropriate corrective action may be taken.

## LACTATION ACCOMMODATION POLICY

Valley District provides employees the right to request lactation accommodation in accordance with California law. Valley District will provide a reasonable amount of break time to accommodate an employee desiring to express breastmilk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with the rest time authorized for the nonexempt employee shall be unpaid.

Valley District will provide the employee with the use of a room or other location for the employee to express milk in private. This room may include the place where the employee normally works if it otherwise meets the requirements set forth below.

The room shall be safe, clean and free of hazardous materials. There will be a surface to place a breast pump and personal items as well as a place to sit. The room will have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. The employee shall also have access to a sink with running water and a refrigerator suitable for storing milk near the employee's workspace. If a refrigerator cannot be provided, Valley District may provide another cooling device suitable for storing milk, such as a company-provided cooler. If a multipurpose room is used for the lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes. Employees who require lactation accommodation should contact Human Resources. If the District cannot provide break time or a location that complies with California law Valley District will provide a written response to the employee. Employees have the right to file a complaint with the Labor Commissioner for any violation of the employee's lactation rights under California law.

## HARASSMENT DISCRIMINATION AND RETALIATION PREVENTION POLICY

Valley District is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity gender expression), national origin (including language use restrictions and possession of a driver's license issued under *Vehicle Code* section 12801.9), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

In addition, Valley District prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

All such conduct violates District policy.

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## Harassment Prevention

Valley District's policy prohibiting harassment applies to all persons involved in the operation of Valley District. Valley District prohibits harassment, disrespectful or unprofessional conduct by any employee of Valley District, including supervisors, managers and co-workers. Valley District's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

### 1. Harassment Defined

- A. Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:
  - (1) Submission to the offensive conduct is an explicit or implicit term or condition of employment;
  - (2) Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
  - (3) The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
- B. Examples of what may constitute prohibited harassment include, but are not limited to, the following:
  - (1) Kidding or joking about sex or membership in one of the protected classifications;
  - (2) Hugs, pats, and similar physical contact;
  - (3) Assault, impeding or blocking movement, or any physical interference with normal work or movement;
  - (4) Cartoons, posters, e-mails, texts and other materials referring to sex or membership in one of the protected classifications;
  - (5) Threats intended to induce sexual favors;
  - (6) Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;
  - (7) Degrading words or offensive terms of a sexual nature or based on the individual's membership in one of the protected classifications;

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- (8) Prolonged staring or leering at a person;
- (9) Similar conduct directed at an individual based on race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, age (40 or over), marital status, military or veteran status, sexual orientation, gender identity, gender expression, genetic information, or any other protected classification under applicable law.

## Non-Discrimination

Valley District is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in District operations. Valley District prohibits unlawful discrimination against any job applicant, employee, or unpaid intern by any employee of Valley District, including supervisors and coworkers.

## Anti-Retaliation

Valley District will not retaliate against you for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or co-workers. Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by Valley District or the California Department of Fair Employment and Housing (“DFEH”), is strictly prohibited by state regulations. It may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

## Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Valley District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any job applicant or employee who requires an accommodation to perform the essential functions of the job should contact a District representative with day-to-day personnel responsibilities and discuss the need for an accommodation. Valley District will engage in an interactive process with the employee to identify possible reasonable accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a District representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, Valley District will make the accommodation.

Valley District will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

## Complaint Process

### *Internal Reporting Procedure*

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited

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conduct, bring your complaint to your supervisor or the Human Resources/Risk Manager as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the General Manager. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Valley District encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the Human Resources/Risk Manager of Valley District so Valley District can try to resolve the complaint.

When the District receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. Valley District will reach reasonable conclusions based on the evidence collected.

Valley District will maintain confidentiality to the extent possible. However, Valley District cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

## *External Reporting Procedure*

You also should be aware the DFEH investigates and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the DFEH. The nearest office can be found by visiting the agency website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

## Remedies

If Valley District determines that the complaint of harassment, discrimination, retaliation, or other prohibited conduct has occurred, Valley District shall take immediate and appropriate corrective and remedial action consistent with the requirements of law and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to deter and prevent recurrence of the misconduct and to remedy the complainant's loss, if any.

Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of Valley District's operations.

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In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties. If not settled, the DFEH may issue a determination on the merits of the case.

Where a case is not settled, the DFEH may pursue litigation in civil court with the Complainant as the Real Party in Interest. Legal remedies available through the DFEH for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay; front pay; reasonable attorneys' fees; and under appropriate circumstances, punitive damages, out-of-pocket losses, affirmative relief, training, and emotional distress damages.

In the alternative, the DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

## DRUG AND ALCOHOL POLICY

### Scope

This policy describes Valley District's procedures for conducting drug and alcohol testing in its efforts to maintain a safe and drug and alcohol-free workplace.

### Required Testing

#### *Pre-Employment*

Applicants being considered for hire must pass a drug test before beginning work. Refusal to submit will result in disqualification of further employment consideration.

#### *Reasonable Suspicion*

Employees are subject to testing based on, but not limited to, observations of apparent workplace use, possession, or impairment. Human Resources should be consulted when there is the potential an employee may be under the influence of or impaired by drugs or alcohol, and before sending an employee for a reasonable suspicion test.

Whenever reasonably possible, more than one (1) member of management or Human Resources must discern specific behaviors and observations that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. The following are examples and are not an exhaustive list:

- Odors (smell of alcohol, body odor or urine)
- Movements (unsteady, fidgety, dizzy)
- Eyes (dilated, constricted or watery eyes, involuntary eye movements)
- Face (flushed, sweating, confused, blank look)
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts)
- Emotions (argumentative, agitated, irritable, drowsy)
- Actions (twitching, drowsy, hyperactive)
- Inactions (sleeping, unconscious, no reaction to questions)

When reasonable suspicion testing is warranted, a member of management and HR, or two (2) members of management, will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two (2) hours. Refusal by an employee will be treated as a positive drug test result and will result in termination of employment.

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## *Post-Accident*

Safety sensitive employees (including those who are required to have a commercial driver license) are subject to testing when they cause or contribute to accidents that seriously damage a Valley District vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes reasonable suspicion may be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including any Valley District vehicle or equipment) is suspected to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner. Refusal by an employee will be treated as a positive test result and will result in termination of employment

## Transportation to Testing

Under no circumstances will the employee be allowed to drive themselves to the testing facility. A member of management must transport the employee or arrange for other transportation (e.g., rideshare) and arrange for the employee to be transported home following testing.

## Collection and Testing Procedures

Employees subject to testing will be transported to a Valley District designated facility and directed to provide an appropriate sample (e.g., breath, urine, etc.) and will follow all rules of the designated facility when providing the sample.

The laboratory will transmit all positive drug test results to a medical review officer (MRO), who will offer individuals with positive results a reasonable opportunity to rebut or explain the results.

## Consequences

### *Refusal to Cooperate*

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet is believed to be impaired, they will not be allowed to drive themselves home. The employee's emergency contact will be notified to make arrangements to pick the employee up from the work location.

### *Positive Test Results*

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, Valley District may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by Valley District for a minimum of one year but not more than three years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be terminated from employment.

Employees will be paid for time spent in alcohol or drug testing and will be removed from duty pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test. Should the results prove to be negative, the employee will receive back pay for the times/days of the suspension.



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## Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

## Inspections

Valley District reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. Employees may be asked to cooperate in inspections of their work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

## Crimes Involving Drugs

Valley District prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. Valley District employees are also prohibited from misusing legally prescribed or over the counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

Valley District does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, Valley District reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to HR within five (5) calendar days. Failure to comply will result in termination from employment. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with Valley District.