

**RESOLUTION NO. 18R-13**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF BIGHORN-DESERT VIEW WATER AGENCY  
ADOPTING THE EMPLOYEE HANDBOOK FOR PURPOSES OF ESTABLISHING  
THE RULES AND PROCEDURES FOR THE CONDUCT OF PERSONNEL/HUMAN  
RESOURCE MATTERS AND AUTHORIZING THE MODIFICATION THEREOF BY  
RESOLUTION**

**WHEREAS**, by Resolution No. 18R-13, the Board of Directors of the Bighorn-Desert View Water Agency ("Agency") adopted an updated and corrected Employee Handbook ("Employee Handbook") to govern and control the rules for employment of its employees and to specify the rules and procedures for the conduct of personnel/human resources matter pertaining to the Agency's staff; and

**WHEREAS**, the Employee Handbook previously adopted by Resolution 12R-32 is in need of amending to:

1. Modernize the document to current industry standards; and
2. Make various minor edits and corrections throughout the document; and
3. Add a Fair Pay Act Policy statement as Article 2.4; and
4. Complete re-write of Article 2.5 concerning sexual harassment; and
5. Insert new Article 3.19 covering expenses incurred by employees and reimbursement thereof; and
6. Insert new Article 3.20 covering weapons and anti-violence; and
7. Insert new Article covering non-exempt employee use communication devices after hours; and
8. Update to Article 5.2 concerning the drugs and alcohol abuse and the drug testing program applicable to all employees; and
9. Updating language in Article 7.4 concerning sick leave; and
10. Complete re-write of Article 7.7 concerning rights and responsibilities of pregnant employees; and
11. Removing all Appendices from the Employee Handbook and instead incorporating them only by reference so as to allow the Board of Directors to review and approve those documents under separate resolution or motion action.

**WHEREAS**, an amended Employee Handbook has been prepared and reviewed by the Board of Directors of the Agency.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Agency as follows:

1. That the appropriate sections have been updated and/or completely re-written to conform to current standards of practice and law; and
2. That the Appendices should be incorporated by reference only as they are standalone documents approved by the Board of Directors via separate and distinct resolution or motion; and
3. That the amended Employee Handbook shall apply to all Agency employees; and
4. That the amended Employee Handbook shall become effective immediately upon adoption of the Resolution; and
5. That Resolution No. 12R-32 is hereby rescinded and of no further force and effect; and
6. That the President and Secretary of the Board of Directors, the General Manager, and the Agency staff are hereby authorized and directed to take such further steps as are reasonable necessary and appropriate to implement this Resolution.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors to Bighorn-Desert View Water Agency this 2nd day of October, 2018.

BIGHORN-DESERT VIEW WATER AGENCY

BY:

  
Michael McBride, Board President

ATTEST:

By   
Terry Burkhardt, Board Secretary



# BIGHORN-DESERT VIEW WATER AGENCY



## EMPLOYEE HANDBOOK

ADOPTED OCTOBER 02, 2018  
RESOLUTION NO. 18R-13

**ARTICLE 1.0 GENERAL STATEMENTS** ..... 4

1.1 SHORT TITLE..... 4

1.2 WORDS AND PHRASES..... 4

1.3 SEPARABILITY ..... 4

1.4 EFFECTIVE DATE..... 4

1.5 SUBSEQUENT REVISIONS..... 4

**ARTICLE 2.0 INTRODUCTORY POLICIES**..... 5

2.1 INTRODUCTORY STATEMENT ..... 5

2.2 INTEGRATION CLAUSE AND THE RIGHT TO REVISE ..... 5

2.3 EQUAL EMPLOYMENT OPPORTUNITY ..... 5

2.4 UNLAWFUL HARASSMENT ..... 5

**ARTICLE 3.0 EMPLOYMENT POLICIES AND PRACTICES** ..... 11

3.1 AT-WILL EMPLOYMENT ..... 11

3.2 NEW HIRES..... 11

3.3 REGULAR EMPLOYEES..... 12

3.4 FULL-TIME EMPLOYEES ..... 12

3.5 PART-TIME EMPLOYEES..... 12

3.6 TEMPORARY EMPLOYEES ..... 12

3.7 JOB DUTIES..... 12

3.8 WORK SCHEDULES ..... 12

3.9 MEAL AND REST PERIODS ..... 13

3.10 PERSONNEL RECORDS..... 13

3.11 EMPLOYEE REFERENCES..... 13

3.12 PERFORMANCE EVALUATIONS ..... 13

3.13 GRIEVANCE PROCEDURE ..... 14

3.14 EMPLOYMENT OF RELATIVES ..... 15

3.15 CONFLICTS OF INTEREST ..... 15

3.16 REDUCTIONS IN FORCE ..... 16

3.17 TERMINATION AND PROGRESSIVE DISCIPLINE ..... 16

3.18 VOLUNTARY TERMINATION ..... 17

**ARTICLE 4.0 SALARY AND WAGE ADJUSTMENTS** ..... 17

4.1 SALARY RANGE AND STEP SCHEDULE ..... 20

4.2 SALARY ADJUSTMENTS ..... 20

4.3 OTHER SALARY ADJUSTMENTS..... 20

4.4 OVERTIME ..... 20

4.5 OPERATIONS STANDBY..... 21

4.6 COMPENSATORY TIME ..... 21

4.7 PAYMENT OF WAGES ..... 21

4.8 ADVANCES ..... 22

4.9 SPECIAL ASSIGNMENT COMPENSATION ..... 22

**ARTICLE 5.0 STANDARDS OF CONDUCT** ..... 23

5.1 PROHIBITED CONDUCT ..... 23

5.2 DRUG AND ALCOHOL ABUSE/DRUG TESTING PROGRAM ..... 24

5.3 OFF-DUTY CONDUCT..... 25

5.4 PUNCTUALITY AND ATTENDANCE ..... 26

BIGHORN-DESERT VIEW WATER AGENCY EMPLOYEE HANDBOOK

5.5 PERSONAL STANDARDS ..... 26

5.6 CUSTOMER RELATIONS ..... 27

5.7 CONFIDENTIALITY ..... 27

5.8 BUSINESS CONDUCT AND ETHICS ..... 27

5.9 FRAUD IN THE WORKPLACE ..... 27

**ARTICLE 6.0 OPERATIONAL CONSIDERATIONS ..... 34**

6.1 EMPLOYER PROPERTY ..... 34

6.2 USE OF ELECTRONIC MEDIA ..... 34

6.3 OFF-DUTY USE OF FACILITIES ..... 35

6.4 HEALTH AND SAFETY ..... 35

6.5 HOUSEKEEPING ..... 35

6.6 SOLICITATION AND DISTRIBUTION OF LITERATURE ..... 35

**ARTICLE 7.0 EMPLOYEE BENEFITS ..... 37**

7.1 HOLIDAYS ..... 37

7.2 VACATIONS ..... 37

7.3 INSURANCE BENEFITS ..... 38

7.4 SICK LEAVE ..... 39

7.5 LEAVES OF ABSENCE ..... 40

7.6 MEDICAL LEAVES ..... 40

7.7 PREGNANCY-RELATED DISABILITY LEAVE ..... 42

7.8 BEREAVEMENT LEAVE ..... 44

7.9 MILITARY LEAVE ..... 44

7.10 JURY DUTY OR WITNESS LEAVE ..... 44

7.11 TIME OFF FOR VOTING ..... 44

7.12 SCHOOL CONFERENCES INVOLVING SUSPENSION ..... 45

7.13 EXTERNAL EMPLOYEE EDUCATION ..... 45

7.14 RECREATIONAL ACTIVITIES AND PROGRAMS ..... 45

7.15 WORKERS' COMPENSATION ..... 46

**APPENDIX A DRUG AND ALCOHOL TESTING POLICY .....**

**APPENDIX B JOB DESCRIPTIONS/CLASSIFICATIONS**

**APPENDIX C RANGE AND STEP SCHEDULE– ADOPTED BY SEPARATE BOARD  
RESOLUTION AND INCORPORATED BY REFERENCE .....**

**APPENDIX D ORGANIZATIONAL CHART .....**

## **ARTICLE 1.0 GENERAL STATEMENTS**

### **1.1 SHORT TITLE**

This Resolution shall be known as “The Bighorn-Desert View Water Agency Employee Handbook”.

### **1.2 WORDS AND PHRASES**

For the purpose of this Resolution, all words used herein in the present tense shall include the future; all words used in the plural shall include the singular; all words used in the singular shall include the plural; and all words used in the masculine gender shall include the feminine and vice versa.

### **1.3 SEPARABILITY**

If any section, article, clause, or phrase of this Resolution is for any reason held to be invalid, such a decision shall not affect the validity of the remaining portions of this Resolution.

### **1.4 EFFECTIVE DATE**

This Resolution shall become effective upon the date of its adoption and supersede all other Resolutions or Policies or Ordinances in conflict there within.

### **1.5 SUBSEQUENT REVISIONS**

That the Board of Directors of the Agency may, by Resolution duly passed upon the affirmative vote of the majority of the members of the Board of Directors, modify and amend the Employee Handbook at any time and from time to time.

## **ARTICLE 2.0 INTRODUCTORY POLICIES**

### **2.1 INTRODUCTORY STATEMENT**

This Employee Handbook sets forth the terms and conditions of the “at will” employment of all full and part-time employees. Individual written employment contracts may supersede some of the provisions of this handbook. This handbook is designed to familiarize every employee with the Agency’s major policies. Supervisors or managers can answer any questions employees may have.

### **2.2 INTEGRATION CLAUSE AND THE RIGHT TO REVISE**

The Agency 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. All amendments become effective immediately upon their adoption by the Agency Board of Directors. 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 change or alter the provisions of this handbook. This handbook contains the terms and conditions of the employee’s “at will” employment. Nothing in this employee handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. This handbook supersedes all prior employee handbooks and any other conflicting policies.

### **2.3 EQUAL EMPLOYMENT OPPORTUNITY**

This Agency is an equal opportunity employer and makes employment decisions on the basis of merit. The Agency desires to have the best available persons in every job. Agency policy prohibits unlawful discrimination based on race, color, religious creed, sex, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, gender identity gender, gender expression, genetic information or any other consideration made unlawful by applicable federal, state or local laws. All such discrimination is unlawful. The Agency is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Agency and prohibits unlawful discrimination by any employee of the Agency, including supervisors and co-workers.

### **2.4 FAIR PAY ACT POLICY**

The Agency 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. California’s Fair Pay Act and the Agency prohibit discrimination and retaliation against any employee who invokes or assists in the enforcement of the

Fair Pay Act. Employees will not be retaliated against for inquiring about or discussing wages.

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

## 2.5 POLICY AGAINST EMPLOYEE HARASSMENT AND DISCRIMINATION

1. Policy Statement -- The Agency strictly prohibits unlawful harassment and discrimination. This includes harassment and discrimination on the basis of sex, gender, sexual orientation, gender identity, gender expression, genetic information, race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, age (over 40), marital status, military and veteran status, or any other protected class under applicable law.
2. Application
  - A. This policy applies to all phases of the employment relationship, including, but not limited to, recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.
  - B. This policy applies to all officers and employees of the Agency, including, but not limited to, full- and part-time employees, per diem employees, temporary employees, and persons working under contract for the Agency.
3. 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;
- (8) Prolonged staring or leering at a person;
- (9) Similar conduct directed at an individual on the basis of race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, age (over 40), marital status, military or veteran status, sexual orientation, gender identity, gender expression, genetic information, or any other protected classification under applicable law.

#### 4. Procedure

##### A. Internal Reporting Procedure

- (1) Any employee who believes that they have been the victim of sexual or other prohibited harassment or discrimination by co-workers, supervisors, managers, clients or customers, visitors, vendors, or others (including third parties) should immediately notify his or her supervisor or, in the alternative, the General Manager, depending on which individual the employee feels most comfortable in contacting.
- (2) Additionally, supervisors who observe or otherwise become aware of harassment that violates this policy have a duty to report it to the General Manager so the Agency can try to resolve the claim internally.

B. External Reporting Procedure

- (1) Any employee who believes that they have been the victim of sexual or other prohibited harassment by co-workers, supervisors, clients or customers, visitors, vendors, or others may file a complaint with the California Department of Fair Employment and Housing ("the DFEH"). The phone number for the DFEH is located in the phone book under government agencies.

5. Investigation

- A. Upon the filing of a complaint with the Agency, the complainant will be provided with a copy of this policy. The complainant shall be notified in a timely manner that their complaint has been received and will be investigated. The General Manager is the person designated by the Agency to investigate complaints of harassment and/or discrimination. The General Manager may, however, delegate the investigation to qualified, impartial personnel at their discretion. In the event the harassment or discrimination complaint is against the General Manager, a different investigator shall be appointed by the President or the Board of Directors. A fair, timely and thorough investigation will be conducted. All parties to the investigation will receive appropriate due process.

- B. Charges filed with the DFEH are investigated by the DFEH.

6. Internal Documentation Procedure

- A. When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the General Manager.
- B. The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment or discrimination, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the General Manager.
- C. Based on the report and any other relevant information, the General Manager shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes unlawful harassment or unlawful discrimination. In making that determination, the General Manager shall look at the record as a whole

and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any, occurred; and the conduct of the person complaining of harassment or discrimination. The determination of whether harassment or discrimination occurred will be made on a case-by-case basis by the General Manager. All investigations should be closed in a timely manner.

7. Confidentiality -- All records and information relating to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

8. Remedies

A. Remedial Action

(1) If the General Manager determines that the complaint of harassment or discrimination is founded, the General Manager shall take immediate and appropriate disciplinary 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 prevent recurrence of the harassment and to remedy the complainant's loss, if any.

(2) 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 the Agency's operations.

B. 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.

(1) 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.

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

9. Retaliation -- 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 the Agency or the 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.
10. Employee Obligation
  - A. Employees are not only encouraged to report instances of harassment or discrimination; they are obligated to report instances of harassment.
  - B. Employees are obligated to cooperate in every investigation of harassment or discrimination, including, but not necessarily limited to:
    - (1) Coming forward with evidence, both favorable and unfavorable to a person accused of harassment or discrimination; and
    - (2) Fully and truthfully making a written report or verbally answering questions when required to do so during the course of a Agency investigation of alleged harassment or discrimination.
  - C. Knowingly, falsely accusing someone of harassment or discrimination or otherwise knowingly giving false or misleading information in an investigation of harassment or discrimination shall result in disciplinary action, up to and including, termination of employment.

## **ARTICLE 3.0 EMPLOYMENT POLICIES AND PRACTICES**

### **3.1 AT-WILL EMPLOYMENT**

Bighorn-Desert View Water Agency personnel are employed on an at-will basis (only employees hired prior to December 20, 2005 are not “at will”). Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the Agency. Nothing in this handbook shall limit the right to terminate at-will employment, with or without cause, or prior notice. No individual Board member, manager, supervisor, or employee of the Agency has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the General Manager of the Bighorn-Desert View Water Agency has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

### **3.2 NEW HIRES**

After an offer of employment has been made and prior to the commencement of employment duties, each applicant for any position with the Agency must be examined by a medical doctor, designated by the Agency, to determine the applicant’s ability to perform the physical activity requirements of the job. Additionally the Agency will require applicants to pass a drug screening test at the time of the physical examination if they will be assigned to a “safety-sensitive” position (as defined by the Agency Drug and Alcohol Testing Program).

Upon successful completion of the required physical examination the supervisor of each newly hired employee will administer an orientation process. The orientation process is designed to familiarize each newly hired employee with the Agency’s practices, policies, and benefit plans. It includes their initial safety training, initial job training, the completion of required forms and documents, and any other job related information. A checklist of the topics covered in the orientation process must be completed by the newly hired employee, signed by the employee and their supervisor, and will be maintained as part of the employee’s personnel records.

The first ninety (90) days of continuous employment at the Agency is considered a training period. During the training period training employees do not accrue and are not eligible for benefits described in this handbook, unless required by law. During this time employees will learn their job responsibilities and get acquainted with fellow employees and surroundings. Also, during this time, supervisors will closely monitor job performance. Upon completion of the training period, the General Manager will review the employee’s overall performance. Completion of the training period does not entitle an employee to remain employed by the Agency for any defined period of time as employment is “at will”. Both employee and the Agency are free, at any time, to end the employment relationship. After completion of the training period, eligible employees will receive the benefits described in this handbook.

### 3.3 REGULAR EMPLOYEES

Employees who have completed their training period shall be known as "regular" employees. Such employees may be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.

### 3.4 FULL-TIME EMPLOYEES

Regular full-time employees are those normally scheduled to work 40 hours per week. Following the completion of the training period, regular full-time employees are eligible for the employee benefits described in this handbook.

### 3.5 PART-TIME EMPLOYEES

Regular part-time such employees may be assigned a work schedule in advance or may work on an as-needed basis. Regular part-time employees are eligible for employee benefits only as expressly provided for in this handbook.

### 3.6 TEMPORARY EMPLOYEES

Temporary employees are those employed for short-term assignments. Temporary employees are not eligible for employee benefits except where mandated by applicable law. The physical examination for temporary employees may be waived by the General Manager.

### 3.7 JOB DUTIES

During the training period, a co-worker and/or supervisor will be assigned to explain the job responsibilities and the performance standards expected of the newly hired. (See Appendix A- Job Classification Descriptions). Be aware that, within the parameters of the job class, the 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 the Agency. The employee's cooperation and assistance in performing such additional work is expected. The Agency 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.

### 3.8 WORK SCHEDULES

The Agency's office is normally open for business between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. The General Manager will assign the employee's work schedule. All employees are expected to be ready to work at the start of their scheduled shifts. If for some reason an employee is unable to be at work when their shift begins, they are required to notify their supervisor at least one half hour before their

scheduled reporting time, failure to do so may result in disciplinary action by the Agency. Exchanging work schedules with other employees is discouraged. However, if it is necessary to exchange schedules, notify the supervisor, who may or may not authorize such an exchange.

### 3.9 MEAL AND REST PERIODS

Employees are provided with a meal period, to be taken approximately in the middle of the workday. Employees are allowed ten minute rest periods for every four hours of work or major portion thereof. Supervisors will schedule the employee's meal and rest periods.

### 3.10 PERSONNEL RECORDS

Employees have a right to inspect their personnel file, as provided by law, in the presence of an Agency representative at a mutually convenient time. Employees may add their version of any disputed item to the file. The Agency will restrict disclosure of personnel files to authorized individuals within the Agency (i.e., employee, employee supervisor, or General Manager). Any request for information from personnel files must be directed to the General Manager. Only the General Manager or their designee is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be restricted to cooperation with authorized law enforcement or local, state or federal agencies conducting official investigations.

### 3.11 EMPLOYEE REFERENCES

All requests for references must be directed to the General Manager or their designee. No other manager, supervisor or employee is authorized to release references for current or former employees. The Agency's policy as to references for employees who have left the Agency is to disclose only the dates of employment and the title of the last position held. If an employee authorizes disclosure in writing, the Agency will also provide a prospective employer with the information on the amount of salary or wage last earned.

### 3.12 PERFORMANCE EVALUATIONS

Employees will receive periodic performance reviews. The review will be conducted by the supervisor who will discuss it with the employee. The first performance evaluation will be after completion of the training period. After that review, performance evaluations will generally be conducted annually, on or about the anniversary date of employment with the Agency. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems. Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude and attitude toward others. The performance evaluation should help every employee become aware of their progress, areas for improvement and objectives or goals for future work performance.

After the review, employees will be required to sign the evaluation report simply to acknowledge that it has been presented, reviewed and discussed with them by their supervisor and that they are aware of its contents. Positive performance evaluations do not guarantee increases in salary. Salary increases are solely within the discretion of the Agency, and depend upon many factors in addition to performance. Promotions are solely within the discretion of the Agency.

### 3.13 GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide a means by which employee grievances may be considered, discussed and resolved at the closest possible level to the point of origin. A grievance is any dispute concerning the interpretation or application of the rules or regulations governing personnel practices or working conditions, or of the practical consequences of a decision on wages, hours, and other terms and conditions of employment. Grievances shall be waived for all purposes if not presented to the supervisor within ten working days from the date the aggrieved employee knew, or by reasonable diligence could have known, of the occurrence of the act or omission on which the grievance is based. Grievances shall be presented in accordance with the procedures set forth below. The time period for review of the grievance may be extended at any level of the procedure by mutual written consent of both parties.

**INFORMAL PROCEDURE:** An employee with a grievance shall first discuss it with their immediate supervisor without delay. If the problem is not answered to their satisfaction, they shall have the right to discuss it with the supervisor's immediate superior. Every effort shall be made to resolve the problem in this manner.

**FORMAL PROCEDURE:** If informal efforts have not been successful in resolving an employee's problem, they may avail themselves of this formal procedure by submitting their appeal in writing within five working days of the final answer given in the informal procedure. The written appeal shall include a detailed nature of the grievance and their expectations for resolution. The procedure is as follows:

- **FIRST LEVEL OF APPEAL:** The written appeal shall be submitted to the employee's immediate supervisor who shall hold a meeting within five working days and shall render a decision and comments in writing within five working days of the meeting.
- **GENERAL MANAGER REVIEW:** If the employee does not agree with the decision, or if no answer has been received within six working days of the first (1<sup>st</sup>) level meeting, the employee may forward the original appeal in writing to the General Manager. Failure of the employee to take further action within ten working days after receipt of the first level decision, or within a total of ten working days if no decision is rendered, will bar further consideration. The General Manager shall discuss the grievance with the employee and with other appropriate persons, if any. The General Manager shall render a decision



regarding the original appeal and comments in writing and return them to the employee within ten working days after receiving the written appeal. The only appeals that can go beyond the General Manager level are appeals from actions where "punitive discipline" was imposed. "Punitive discipline" is defined as termination, suspension without pay of three (3) days or more or demotion. (For employees hired prior to December 20, 2005, "major disciplinary actions," including "punitive discipline," shall be administered as set forth in Section 3.17 and the grievance procedure shall not apply to such actions.) Performance appraisals shall not be appealed beyond the General Manager level.

- **BOARD REVIEW:** If the employee does not agree with the decision made at the General Manager level where punitive discipline was imposed the employee may within five working days, present their appeal in writing to the General Manager requesting a hearing before the Board. All evidence and supporting documents must be submitted with the appeal letter. At the employee's request, this hearing may be in either open or closed session. The decision of the Board of Directors shall be final and binding on all parties.

The grievance is considered resolved at any step in the procedure when the employee is satisfied that the problem has been resolved.

Throughout the duration of the grievance process the employee shall remain in their current classification at their current rate of compensation whether placed on leave status or not. The grievance procedure is the right of every regular employee and no punitive action of any kind shall be assessed against any regular employee for legally and professionally utilizing the grievance process.

### 3.14 EMPLOYMENT OF RELATIVES

The Agency will not hire relatives where actual or potential problems may arise regarding supervision, security, safety or morale, or where potential conflicts of interest exist. "Relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws and step-relatives. If two employees marry, become registered domestic partners, or become related, causing actual or potential problems such as those described above, only one of the employees will be retained with the Agency unless reasonable accommodations can be made to eliminate the actual or potential problems. The employees will have 30 days to decide which relative will stay with the Agency. If this decision is not made in the time allowed, the General Manager of the Agency will make the decision, taking the employment history and job performance of both employees into account.

### 3.15 CONFLICTS OF INTEREST

Situations of actual or potential conflict of interest are to be avoided by all employees. Personal or romantic involvement with a competitor, supplier or subordinate employee of the Agency, which impairs an employee's ability to exercise good judgment on behalf of

the Agency, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can 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 policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict is determined, the Agency may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

### 3.16 REDUCTIONS IN FORCE

Under some circumstances, the Agency may need to restructure or reduce its work force. If it becomes necessary to restructure Agency operations or reduce the number of employees, the Agency will attempt to provide reasonable advance notice, if possible, so as to minimize the impact on those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

The Agency will abide by all applicable laws relative to reductions in force. In determining which employees will be subject to layoff, the Agency will take into account, among other things, operational requirements, the skill, productivity, ability and past performance of those involved and also, where feasible, the employee's length of service.

### 3.17 TERMINATION AND PROGRESSIVE DISCIPLINE

Violation of Agency policies and/or rules may result in disciplinary action. The Agency may follow a system of progressive discipline which may, but need not, include verbal warnings, written warnings, suspension, and/or termination. All disciplinary action taken shall be recorded in the employee's personnel file.

For employees hired prior to December 20, 2005, the following disciplinary process will apply to "major disciplinary actions" (defined as terminations, demotions or suspensions without pay:

1. Prior to imposing a major disciplinary action, the employee shall be provided with a notice of proposed disciplinary action which shall include the documents upon which the disciplinary action is based. The notice shall indicate that the employee shall have up to seven (7) calendar days to schedule a "Skelly" hearing with the General Manager. Following the Skelly hearing, or seven (7) days if the employee does not choose to schedule one, the General Manager shall issue the employee a notice of disciplinary action. If the disciplinary action is a termination, demotion or suspension without pay for five (5) days or more, the employee shall have seven (7) calendar days to

file an appeal. The appeal shall be in writing and delivered to the General Manager. Following receipt of the appeal, a hearing shall be scheduled before the Board of Directors, or its designee(s). Failure to file a request for appeal within the time specified shall be deemed a waiver of all appeal rights. Appeal hearings need not be conducted in strict conformity with the Rules of Evidence as applied in a court of law, but all parties shall observe the substance of the Rules of Evidence, to the end that the matter may be fully heard and determined upon evidentiary matter which reasonable people rely on in the conduct of serious business affairs. Following the hearing, the Board or its designee(s) shall issue a written decision upholding, reducing or rejecting the discipline imposed. (If the Board delegates the hearing to a designee(s), the decision shall be advisory only to the Board.) The decision of the Board will be final and binding on all parties. The hearing shall be held in Closed Session unless the employee requests otherwise.

2. In cases of suspensions without pay of four (4) days or less, the employee shall be entitled to notice of the suspension and a Skelly hearing with the General Manager either prior to, during or within seven (7) days following the suspension without pay. The decision of the General Manager following the Skelly hearing shall be final and binding and the employee shall have no further appeal rights.

### 3.18 VOLUNTARY TERMINATION

Any employee may voluntarily terminate their employment with the Agency at their convenience. All Agency owned property (vehicles, keys, uniforms, identification badges, credit cards, etc.) must be returned immediately upon termination of employment. A Property Return Agreement must be completed and signed by each new employee during the orientation process as Agency equipment is issued.

### 3.19 EXPENSES

In accordance with California law, the Agency reimburses employees for all expenses that they incur directly in performing their job duties. In order to obtain reimbursement from the Agency, the employee must, as required by IRS regulations, submit a copy of the appropriate bill, receipts or other satisfactory evidence identifying the costs incurred to the General Manager. The employee must also complete the appropriate reimbursement request form and verify the amount of the expense, the date the expenses were incurred, and the reason why they were incurred. All reimbursement requests should be submitted within 30 days of incurring the expense.

### 3.20 WEAPONS/ANTI-VIOLENCE

The Agency has adopted a Zero Tolerance Policy against workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the Agency or which occur on Agency property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the Agency or to create a hostile, abusive, or intimidating work environment for one or several Agency employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on the Agency premises, regardless of the relationship between the Agency and the parties involved in the incident.
- All threats or acts of violence occurring off the Agency premises involving someone who is acting in the capacity of a representative of the Agency.
- All threats or acts of violence occurring off the Agency premises involving an employee of the Agency if the threats or acts affect the legitimate interests of the Agency.
- Any acts or threats resulting in the conviction of an employee or agent of the Agency, or of an individual performing service for the Agency on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the Agency.

Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or their family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of Agency property.
- Harassing or threatening phone calls.
- Harassing surveillance or stalking.
- The suggestion or intimation that violence is appropriate.
- Unauthorized possession or inappropriate use of firearms or weapons.

The Agency's prohibition against threats and acts of violence applies to all persons involved in the Agency's operation, including but not limited to Agency personnel, contract, and temporary workers and anyone else on Agency property. Violations of this policy by any individual on Agency property, by any individual acting as a representative of the Agency while off Agency property, or by any individual acting off of Agency property when his/her actions affect the Agency's business interests will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Possession while on duty or bringing onto Agency property unauthorized material, such as explosives, weapons (including, but not limited to, firearms and knives), or other similar items, is strictly prohibited.

Every employee and every person on Agency property is required to report incidents of threats or acts of physical violence or any other violation of this policy of which the employee is aware. The report should be made to the General Manager, the reporting individual's immediate supervisor, or another supervisory employee if the immediate

supervisor is not available. Nothing in this policy alters any other reporting obligation established in Agency policies or in state, federal, or other applicable law.

### 3.21 Non-Exempt Employee Use of Communication Devices

Non-exempt employees may perform necessary and authorized work duties on various communication devices (e.g., smartphones, tablets, laptops, PDAs). All such time spent will be considered as hours worked and will count toward overtime eligibility as set forth by applicable law. Accordingly, they are required to report all time spent working after hours. Therefore, to control costs and avoid unnecessary expenses, non-exempt employees shall not use communication devices for work-related purposes outside of their regularly scheduled hours unless they receive prior written authorization from management. In other words, non-exempt employees shall not review, read, send, or respond to work-related emails outside of their regularly scheduled hours without prior management authorization. Failure to follow this policy will result in disciplinary action.

## ARTICLE 4.0 SALARY AND WAGE ADJUSTMENTS

### 4.1 SALARY RANGE AND STEP SCHEDULE

The Board shall adopt a Salary Range and Step Schedule for all positions which shall be identified in Appendix "B" attached.

### 4.2 SALARY ADJUSTMENTS

All merit salary adjustments shall be made by the General Manager with the aid of the employee's performance review on or about the employee's annual anniversary date. Merit salary adjustments are granted only after a satisfactory period of service, and are not to be considered an automatic annual salary increase.

The Range and Step Salary Schedule, attached as Appendix B, is adopted by the Board of Directors setting forth the salary alignment for regular hourly employees. Each range in the Range and Step Salary Schedule shall have a corresponding job classification description which is attached as Appendix A - Job Classification Schedule.

### 4.3 OTHER SALARY ADJUSTMENTS

The Board, at its discretion, may grant a percentage cost of living adjustment to the Range and Step Appendix B each year to be effective on or about July 1. The Social Security Cost-of-Living Index Publication and the overall financial condition of the Agency shall be considered when determining any adjustment.

### 4.4 OVERTIME

As necessary, employees may be required to work overtime. For purposes of determining which hours constitute forty (40) hours in a workweek for overtime eligibility, only actual hours worked, the three (3) hour facility inspection pay, paid holidays, pre-approved vacation and paid sick leave will be counted. The Agency will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor.

The Agency provides compensation for all overtime hours worked by hourly employees in accordance with federal law as follows:

- a. All hours worked in excess of 40 hours in one workweek will be treated as overtime. A workday begins at midnight and ends 24 hours later. A workweek begins each Friday at midnight.
- b. Compensation for hours in excess of 40 for the workweek shall be paid at a rate of 1½ times the employee's regular rate of pay.

All time worked must be recorded and will be paid. "Working off the clock" is strictly prohibited.

#### 4.5 OPERATIONS STANDBY

**THREE HOUR FACILITY INSPECTION:** The employee on-call shall perform the normal three hour facility inspections on Saturday, Sunday, and all Agency authorized Holidays as required. The "three hour facility inspection" is defined as the daily duties in which the Agency facilities are inspected and production data recorded. Four hours are allotted to perform these duties, and employees will be paid a minimum of four (4) hours.

**ON CALL TIME:** Answer information only calls, carry the on-call cell phone for the entire shift, and be available for any emergency call-out that may arise during the hours of their on-call shift.

**CALL OUT TIME:** Call-out time refers to the time an employee is called out after regular working hours when that employee has on-call duty. Call-out time does not include the time required to make the four hour facility inspection each day, information only calls or carrying the on-call cell phone for the entire shift. Call-out time shall be compensated at one and one half (1½) times that employee's regular hourly rate for actual time worked with a minimum of one hour compensation.

Employees on stand-by duty on Monday, Tuesday, Wednesday, Thursday or Friday will be paid one (1) hour of their base pay rate for each day of service. Employees on stand-by duty on Saturday, or Sunday, or Agency authorized Holidays will be paid three (3) hours of their base pay rate.

#### 4.6 COMPENSATORY TIME

An employee may elect compensatory time in lieu of overtime. Those employees eligible for compensatory time may accrue such time to a maximum of forty (40) hours. Compensatory time shall be calculated at one and one-half (1½) times the number of hours worked over forty (40) hours in a workweek. Compensatory time must be reported on the employee's time card and submitted to the payroll department. (Compensatory time must be elected by the employee prior to performing the work.) Compensatory time used shall also be reported on the employee's time card and submitted to the payroll department. Unused compensatory time shall be paid at termination.

#### 4.7 PAYMENT OF WAGES

All employees of the Agency are paid every other Thursday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, every effort will be made to pay the employees on the preceding workday. Paychecks are normally available by 4:00 p.m. at the Jemez office. If there is an error on a payroll check, it should be reported immediately to the supervisor and it will be corrected within four working days. All payroll deductions shall be in accordance with applicable laws.

#### 4.8 ADVANCES

The Agency does not permit advances against unearned wages or against unaccrued vacation.

#### 4.9 SPECIAL ASSIGNMENT COMPENSATION

Special Assignment Compensation is a concept which allows for increases in pay beyond that which is normally allowed when duties performed support such additional pay for special periods of time. The General Manager may grant the Special Assignment Compensation for duties assigned an employee at a rate of compensation at the bottom of range for the new position or five percent (5%) of the employee's pay in their regular position, whichever is greater, of the employee's base pay rate when duties assigned are above and beyond the normal classification of an employee and under other circumstances as determined by the General Manager.



## ARTICLE 5.0 STANDARDS OF CONDUCT

### 5.1 PROHIBITED CONDUCT

The following conduct is prohibited and will not be tolerated by the Agency. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and the Agency's operations also may be prohibited.

- a. Failure to uphold the Constitution and laws of the United States and the State of California.
- b. Failure to perform employment duties in accordance with all applicable governing authorities and regulations of the Agency including but not limited to the provisions of this handbook.
- c. Falsification of employment records, employment information or other Agency records.
- d. Theft, deliberate or careless damage of Agency property or the property of any employee or customer.
- e. Removing or borrowing Agency property without prior authorization.
- f. Unauthorized use of Agency equipment, time, materials, or facilities.
- g. Provoking a fight or fighting during working hours or on Agency property.
- h. Participating in horseplay or practical jokes on Agency time or on Agency premises.
- i. Using abusive language at any time on Agency premises or in the performance of employment duties.
- j. Engaging in criminal conduct whether or not related to job performance.
- k. Creating or participating in a disruption of any kind which could result in the impedance of the normal work day routine during working hours on Agency property.
- l. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- m. Failure to be punctual in reporting for work and efficient with the use of their time while on duty. All employees are encouraged to live close to the area and employees having on-call responsibilities are required to live within a forty-five (45) minute drive of the Agency office.
- n. Failure to notify a supervisor when unable to report to work.
- o. Unreported absences and excessive tardiness.
- p. Failure to obtain permission to leave work for any reason during normal working hours.
- q. Failure to provide a physician's certificate when requested or required to do so.
- r. Sleeping or malingering on the job.
- s. Making or accepting personal telephone calls during working hours, except in cases of emergency.
- t. Working overtime without authorization, or refusing to work assigned overtime.
- u. Violation of any safety, health, security or Agency policies, rules or procedures.
- v. Committing a fraudulent act or a breach of trust under any circumstances.

- w. Unlawful harassment or discrimination.
- x. Discourteous treatment of others.
- y. Violation of Agency rules or policies.

## 5.2 DRUG AND ALCOHOL ABUSE/DRUG TESTING PROGRAM

The Agency is concerned about the use of alcohol, illegal drugs (including but not limited to marijuana in all forms, which remains illegal under federal law) or controlled substances as it affects the workplace. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the Agency. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Agency to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and seriously impair the employee's value to the Agency.

The following rules and standards of conduct apply to all employees either on Agency property or during the work day (including meals and rest periods). The following are strictly prohibited by the Agency:

- a. Possession or use of alcohol, or being under the influence of alcohol while on the job.
- b. Driving an Agency vehicle while under the influence of alcohol.
- c. Distribution, sale or purchase of an illegal or controlled substance while on the job.
- d. Possession or use of an illegal, or controlled substance or being under the influence of an illegal or controlled substance while on the job or driving an Agency vehicle.

When a supervisor or manager has a reasonable basis to suspect that any employee is using or is under the influence of drugs or alcohol in violation of this policy, that employee may be required to submit to a blood, urine, or other test or examination designed to detect such use. If an employee refuses to consent and submit to, or fail to otherwise cooperate in, the testing/examination process where job-related drug or alcohol use is reasonably suspected, the employee will be subject to discipline, up to and including, dismissal.

If it is determined by a test, examination, or by other means that an employee is using or are under the influence of drugs or alcohol while on duty, or otherwise in violation of the terms of this policy, the employee will be subject to discipline, up to and including, termination of employment. For the purpose of applying this policy, being under the influence of drugs, alcohol and other controlled substances means being impaired in any way which would prevent the employee from fully and proficiently performing job duties or having a detectable amount of said substances in one's body.

Violation of the above rules and standards of conduct will not be tolerated. The Agency also may bring the matter to the attention of appropriate law enforcement authorities. Except as prohibited by law, an employee's conviction on a charge of illegal sale or possession of any controlled substance while off Agency property will not be tolerated because such conduct, even though off duty, reflects adversely on the Agency. In addition, the Agency must keep people who sell or possess controlled substances off the Agency's premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work. (This does not require disclosure of the reason for taking the drug.) The employee may be required to provide a physician's statement confirming their fitness for duty.

The Agency is required to implement a drug testing program for all of its employees whose job classification requires them to have a commercial driver's license (Class A or B license) and perform safety-sensitive functions regulated by Title 49 of the Code of Federal Regulations. The Agency's Drug and Alcohol Testing Program is for those safety-sensitive positions and is contained in Appendix A.

### 5.3 OFF-DUTY CONDUCT

While the Agency does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Agency's legitimate business interests. For this reason, employees should be aware of the following policies: Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Agency's or their own integrity, reputation or credibility. Illegal off-duty conduct on the part of an employee that adversely affects the Agency's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by the Agency, employees are expected to devote their energies to their jobs with the Agency. For this reason, second jobs are discouraged. The following types of outside employment are strictly prohibited:

- a. Employment that conflicts with an employee's work schedule, duties and responsibilities;
- b. Employment that creates a conflict of interest or is incompatible with the employee's employment with the employer;
- c. Employment that impairs or has a detrimental effect on the employee's work performance with the Agency;
- d. Employment that requires the employee to conduct work or related activities on the employer's property during the employer's working hours or using the employer's facilities and/or equipment;
- e. Employment that directly or indirectly competes with the business or the interests of the employer

#### 5.4 PUNCTUALITY AND ATTENDANCE

Employees of the Agency are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for fellow employees and supervisors since while absent, the individuals workload must 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 or when required to leave on authorized Agency business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

If unable to report for work on any particular day, the employee must call supervisor at least one half hour before the time they are scheduled to begin working for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Unless there are extenuating circumstances, employees must call in on each day they are scheduled to work that they will be absent or tardy.

Excessive absenteeism or tardiness (whether excused or not) will not be tolerated.

If the employee fails to report for work without notification to their supervisor and the absence continues for a period of three consecutive days, the Agency will consider that the employee has abandoned their employment and have voluntarily terminated.

#### 5.5 PERSONAL STANDARDS

Employees are expected to wear clothing appropriate for the nature of the Agencies business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines. Violation of the Agency's dress code policy could result in disciplinary action up to and including termination.

Field employees shall be issued uniforms which they are required to wear daily. It is the responsibility of the employee to launder their own uniforms.

Field employees are required to wear approved steel toe safety shoes at all times and will be reimbursed up to \$150 for one pair each year by the Agency. It is the responsibility of the employee to purchase properly fitting foot wear prior to reimbursement.

Employees and visitors are required to wear safety equipment when visiting or working in an area designated as a "hard hat area".

Field employees, when leaving the Agency's employment, shall return all uniforms to the Agency.

## 5.6 CUSTOMER RELATIONS

The Agency is a service oriented business and all employees must remember that the customer is the first priority. Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concerns as an interruption or an annoyance. All customer inquiries must be addressed promptly and professionally. Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. Employees are expected to be polite, courteous, prompt and attentive to every customer. When a situation arises where the employee does not feel comfortable or capable of handling the problem, the supervisor or General Manager should be called immediately.

## 5.7 CONFIDENTIALITY

Each employee is responsible for safeguarding confidential information obtained in connection with his or her employment. In the course of the employment, employees may have access to confidential information regarding the Agency, its suppliers, its customers or perhaps even fellow employees. Employees shall not reveal or divulge any such confidential information. This obligation to maintain the confidentiality of information shall continue even after employment with the Agency ends. Access to confidential information should be on a "need-to-know" basis and must be authorized by a supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Agency.

## 5.8 BUSINESS CONDUCT AND ETHICS

No employee may accept a gift or gratuity from any customer, vendor, supplier or other person doing business with the Agency that may give the appearance of influence regarding their business decision, transaction or service. Employees should discuss expenses paid by such persons for business meals or trips with the General Manager in advance.

## 5.9 FRAUD IN THE WORKPLACE

### PURPOSE AND SCOPE

To establish policy and procedures for clarifying acts that are considered to be fraudulent, describing the steps to be taken when fraud or other related dishonest activities are suspected, and providing procedures to follow in accounting for missing funds, restitution and recoveries.

I. GENERAL

A. The Bighorn-Desert View Water Agency (“Agency”) is committed to protecting its assets against the risk of loss or misuse. Accordingly it is the policy of the Bighorn-Desert View Water Agency to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the Agency and, when appropriate, to pursue legal remedies available under the law.

B. DEFINITIONS

1. Fraud - Fraud and other similar irregularities include, but are not limited to:
  - a. Claim for reimbursement of expenses that are not job-related or authorized by the current Agency policy.
  - b. Forgery or unauthorized alteration of documents (checks, promissory notes, time sheets, independent contractor agreements, purchase orders, budgets, etc.).
  - c. Misappropriation of Agency assets (funds, securities, supplies; furniture, equipment, etc.).
  - d. Improprieties in the handling or reporting of money transactions.
  - e. Authorizing or receiving payment for goods not received or services not performed.
  - f. Computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of Agency-owned software.
  - g. Misrepresentation of information on documents.
  - h. Any apparent violation of Federal, State, or Local laws related to dishonest activities or fraud.
  - i. Any violation of the Fair Political Practices Act, regulation of the Fair Political Practices Commission, or the Bighorn-Desert View Water Agency Conflict of Interest Code.
2. Employee - In this context, employee refers to any individual or group of individuals who receive compensation, either full- or part-time, from the Bighorn-Desert View Water Agency. The term also includes any volunteer who provides services to the Agency through an arrangement with the Agency.
3. Management - In this context, management refers to any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.

4. Personnel Department - In this context, Personnel Department refers to any person or persons assigned by the General Manager to investigate any fraud or similar activity.
  5. External Auditor - In this context, External Auditor refers to independent audit professionals who perform annual audits of the Agency's financial statements.
- C. It is the Agency's intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the Agency of any party who might be or become involved in or becomes the subject of such investigation.
- D. Each department of the Agency is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud, misappropriations, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- E. The Personnel Department, in conjunction with the Agency Attorney, has the primary responsibility for the investigation of all activity as defined in this policy.
- F. Throughout the investigation, the Personnel Department will inform the General Manager of pertinent investigative findings.
- G. Employees will be granted whistle-blower protection when acting in accordance with this policy. When informed of a suspected impropriety, neither the Agency nor any person acting on behalf of the Agency shall:
1. Dismiss or threaten to dismiss the employee,
  2. Discipline, suspend, or threaten to discipline or suspend the employee,
  3. Impose any penalty upon the employee, or
  4. Intimidate or coerce the employee.
- Violations of the whistle-blower protection will result in discipline up to and including dismissal.
- H. Upon conclusion of the investigation, the results will be reported to the General Manager.
- I. The General Manager, following review of investigation results, will take appropriate action regarding employee misconduct. Disciplinary action can include termination, and referral of the case to the District Attorney's Office for possible prosecution.

- J. The Agency will pursue every reasonable effort, including court ordered restitution, to obtain recovery of Agency losses from the offender, or other appropriate sources.

## II. PROCEDURES

### A. Board of Directors Responsibilities

1. If a member of the Board of Directors has reason to suspect that a fraud has occurred, they shall immediately contact the General Manager (or contact the Agency Attorney if the General Manager is involved).
2. The Board member shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the General Manager or Agency Attorney.
3. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the General Manager in consultation with the Agency Attorney and the Personnel Department.

### B. Management Responsibilities

1. Management is responsible for being alert to, and reporting fraudulent or related dishonest activities in their areas of responsibility.
2. Each manager should be familiar with the types of improprieties that might occur in their area and be alert for any indication that improper activity, misappropriation, or dishonest activity is or was in existence in their area.
3. When an improper activity is detected or suspected, management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.
4. If management determines a suspected activity may involve fraud or related dishonest activity, they should contact the General Manager immediate supervisor (or contact the Agency Attorney if the General Manager is involved).
5. Department Directors should inform the General Manager (or contact the Agency Attorney or Personnel Director if the General Manager is involved).
6. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions.
7. Management should support the Agency's responsibilities and cooperate fully with the Personnel Department, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of criminal acts, including the prosecution of offenders.
8. Management must give full and unrestricted access to all necessary records and personnel. All Agency furniture and contents, including desks



and computers, are open to inspection at any time. There is no assumption of privacy.

9. In dealing with suspected dishonest or fraudulent activities, great care must be taken. Therefore, management should avoid the following:
  - a. Incorrect accusations.
  - b. Alerting suspected individuals that an investigation is underway.
  - c. Treating employees unfairly.
  - d. Making statements that could lead to claims of false accusations or other offenses.
10. In handling dishonest or fraudulent activities, management has the responsibility to:
  - a. Make no contact (unless requested) with the suspected individual to determine facts or demand restitution. Under no circumstances should there be any reference to “what employees did”, “the crime”, “the fraud”, “the misappropriation”, etc.
  - b. Avoid discussing the case, facts, suspicions, or allegations with anyone outside the Agency, unless specifically directed to do so by the Agency Attorney.
  - c. Avoid discussing the case with anyone inside the Agency other than employees who have a need to know such as the General Manager, Personnel Department, or Agency Attorney or law enforcement personnel.
  - d. Direct all inquiries from the suspected individual, or their representative, to the General Manager or Agency Attorney. All inquiries by an attorney of the suspected individual should be directed to the Agency Attorney. All inquiries from the media should be directed to the General Manager.
  - e. Take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the Personnel Director, in conformance with the Agency’s Personnel Policies and Procedures.

### C. Employee Responsibilities

1. A suspected fraudulent incident or practice observed by, or made known to, an employee must be reported to the employee’s supervisor for reporting to the General Manager.
2. When the employee believes the supervisor may be involved in the inappropriate activity, the employee shall make the report directly to the General Manager (or contact the Agency Attorney if the next higher level of management and/or the General Manager is involved).
3. The reporting employees shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the General Manager, Personnel Department, Agency Attorney or law enforcement personnel.

D. Personnel Department Responsibilities

1. Upon assignment by the General Manager, the Personnel Department or General Manager's designee will promptly investigate the fraud.
2. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Personnel Department, in consultation with the Agency Attorney, will contact the County of San Bernardino Sheriff Department.
3. The Personnel Department shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
4. If evidence is uncovered showing possible dishonest or fraudulent activities, the General Manager or Personnel Department will proceed as follows:
  - a. Discuss the findings with the appropriate management/supervisor and the Department Director.
  - b. Advise management, if the case involves staff members, to meet with the General Manager (or his/her designated representative) to determine if disciplinary actions should be taken. Any disciplinary action taken will be in accordance with the Agency Personnel Rules.
  - c. Report to the External Auditor such activities in order to assess the effect of the illegal activity on the Agency's financial statements.
  - d. Coordinate with the Agency's Risk Management insurer regarding notification to insurers and filing of insurance claims.
  - e. Take immediate action, in consultation with the Agency Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:
    - 1) Removing the records and placing them in a secure location, or limiting access to the location where the records currently exist.
    - 2) Preventing the individual suspected of committing the fraud from having access to the records.
5. In consultation with the Agency Attorney and the County of San Bernardino Sheriff Department, the Personnel Department may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
6. If the Personnel Department is contacted by the media regarding an alleged fraud or audit investigation, the Personnel Department will consult with the General Manager and the Agency Attorney, as appropriate, before responding to a media request for information or interview.
7. At the conclusion of the investigation, the Personnel Department will document the results in a confidential memorandum report to the General Manager and the Agency Attorney. If the report concludes that the allegations are founded, the report will be forwarded to the County of San Bernardino Sheriff Department.
8. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the

allegations following the conclusion of the audit. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Personnel Department no later than seven calendar days after notice is received.

9. The Personnel Department will be required to make recommendations to the appropriate department for assistance in the prevention of future similar occurrences.
10. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Personnel Department to that department.

### III. EXCEPTIONS

There will be no exceptions to this policy unless provided and approved in writing by the General Manager and the Agency Attorney.

## **ARTICLE 6.0 OPERATIONAL CONSIDERATIONS**

### **6.1 EMPLOYER PROPERTY**

Lockers, desks, vehicles and tools are Agency property and must be maintained according to Agency rules and regulations. The Agency reserves the right to search all Agency property. They must be kept clean and are to be used only for work-related purposes. Prior authorization must be obtained before any Agency property may be removed from the premises.

### **6.2 USE OF ELECTRONIC MEDIA**

The Agency uses various forms of electronic communication including, but not limited to computers, e-mail, telephones, Internet, cell phones, & PDAs. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of BDVWA and are to be used only for Agency business and not for any personal use. Employees therefore have no expectation of privacy in their personal use of Agency computers and other electronic communications equipment.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Agency policy, or not in the best interest of the Agency.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline and/or immediate termination.

Employees may not install personal software on Agency computer systems.

All electronic information created by any employee using any means of electronic communication is the property of the Agency and remains the property of the Agency. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Agency's ownership of the electronic information.

The Agency will override all personal passwords if necessary for any reason.

The Agency reserves the right to access, copy, audit and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Agency policy or any law occurs.

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

No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the General Manager.

Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the trade secrets and confidential communication policy established by

the Agency. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.

Access to the Internet, websites, and other types of Agency-paid computer access are to be used for Agency-related business only. Any information about the Agency, its products or services, or other types of information that will appear in the electronic media about the Agency must be approved by the General Manager before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the immediate supervisor.

### 6.3 OFF-DUTY USE OF AGENCY'S FACILITIES AND PROPERTY

Employees are prohibited from making use of Agency facilities while not on duty. Employees are expressly prohibited from using Agency facilities, Agency property or Agency equipment for personal use.

### 6.4 HEALTH AND SAFETY

Every employee is responsible for the safety of themselves as well as others in the workplace. To achieve the Agency's goal of maintaining a safe workplace, all employees must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the Agency maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the General Manager's office.

In compliance with Proposition 65, the Agency will inform employees of any known exposure to any hazardous material.

### 6.5 HOUSEKEEPING

All employees are expected to keep their work areas and vehicles clean and organized. Common areas such as lunch rooms, locker rooms and rest-rooms should be kept clean by those using them.

### 6.6 SOLICITATION AND DISTRIBUTION OF LITERATURE

In order to ensure efficient operation of the Agency's business and to prevent annoyance to employees, it is necessary to control solicitations and distribution of literature on Agency property. All employees are expected to follow the following rules regarding solicitation or distribution of literature. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.

- No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed.

- No employee shall distribute or circulate any written or printed material in work areas at any time, or during their 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 Agency property.

**ARTICLE 7.0 EMPLOYEE BENEFITS**

**7.1 HOLIDAYS**

The Agency observes the following paid holidays for regular full-time employees:

- January 1 (New Year’s Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (Presidents Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veterans Day)
- Thanksgiving Day
- The Day Following Thanksgiving Day
- December 24 (Christmas Eve Day)
- December 25 (Christmas Day)

When a holiday falls on a Saturday, the previous Friday will be observed. When a Holiday falls on a Sunday, the following Monday will be observed.

Eligibility for holiday pay begins after completion of the training period, unless otherwise approved by the General Manager.

**7.2 VACATIONS**

It is the intent of the Agency that paid vacation leave be provided to the Agency’s employees to facilitate time for rest and relaxation. Therefore, it is in the best interest of the Agency and the employee for them to use their vacation leave and not be paid for it in lieu of time off.

Regular full-time employees accrue paid vacation time in accordance with the following schedule:

LENGTH OF SERVICE FROM BENEFIT DATE	ANNUAL VACATION ALLOWANCE	ACCRUAL RATE PER STRAIGHT TIME HOURS WORKED	MAXIMUM ALLOWED UNUSED BALANCE
Date of hire through 4 <sup>th</sup> year:	80 hours per year	.0385	160 hours
5 <sup>th</sup> year (1461 <sup>st</sup> day) through 10 <sup>th</sup> year (3650 <sup>st</sup> day):	120 hours per year	.0575	240 hours
11 <sup>th</sup> year (3651 <sup>st</sup> day) and thereafter:	160 hours per year	.0770	320 hours

Vacation Definition: Vacation is a leave of absence with pay for the recreation and well-being of the employee. As set forth above, vacation shall be available for use on the first

day following the pay period in which it is earned, provided an employee has completed ninety (90) days of continuous service.

Temporary and part-time employees do not accrue paid vacation time.

Vacation periods should be taken annually with the approval of the General Manager at such time as will not impair the work schedule or efficiency of the Agency but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave due to work urgency the employee shall be compensated for up to fifty percent (50%) of the accrued vacation balance with the remaining amount remaining available for use. Otherwise, employees are not allowed to “cash out” vacation.

Vacations shall be scheduled to provide adequate coverage of job responsibilities and staffing requirements. The General Manager will make final determinations and all vacation leave must be approved two (2) weeks in advance. The General Manager may, at their discretion, grant vacation leave in the event of an unforeseen emergency without applying the two (2) week advance notice requirement.

Employees on unpaid leave do not accrue vacation time. If a holiday occurs during an employee’s vacation period, they will be granted one additional day of vacation, to be taken at a time approved in advance by their supervisor.

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

### 7.3 INSURANCE BENEFITS

**HEALTH INSURANCE:** The Agency provides a comprehensive medical, vision, dental, and life insurance plan for full and eligible part time employees. Health insurance for employee dependents is provided on a cost sharing basis. An employee becomes eligible as required by law. In the event of an increase in health insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage.

**DISABILITY INSURANCE:** Each employee contributes to the state of California to provide disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when the employee cannot work because of illness or injury not caused by employment. Specific rules and regulations governing disability are available from the Employment Development Department.

**UNEMPLOYMENT COMPENSATION:** The Agency contributes each year to the California Unemployment Insurance Fund on behalf of its employees.



**WORKERS COMPENSATION:** At no cost to the employee, the employee is protected by the Agency's workers' compensation insurance policy while employed by the Agency. The policy covers the employees in case of occupational injury or illness.

**RETIREMENT PLAN:** The Agency contracts with the California Public Employees Retirement System to provide a plan for eligible employees in order to assist in planning for their retirement. For information regarding eligibility, contributions, benefits and tax status, contact the General Manager. All eligible participants will receive a summary plan description.

#### 7.4 SICK LEAVE

It is the intention of the Agency that sick leave be provided to each regular full time employee for use in the event of illness. Sick leave shall accrue for all eligible employees at the rate of eight (8) hours per month of service. Accrued sick leave shall be awarded at the end of each accrual period. An employee using sick leave shall, on a daily basis, notify their supervisor that they will be absent from work due to illness at least one half hour before they are scheduled to report for work.

There is no limit on the amount of sick leave that may be accrued. Upon retirement or termination, an employee shall be entitled to payment for any accrued but unused sick leave in excess of 200 hours based on each two (2) hours of accrued sick leave being converted to one (1) hour of vacation leave or upon retirement unused accrued sick leave may be applied to the employee's retirement service credit with the Public Employees Retirement System.

Any employee who has used all their accrued sick leave and is still unable to return to work due to illness must make arrangements with the General Manager for additional time off. All employees may need to provide written verification from a physician of sickness or injury if sick leave continues for more than three (3) consecutive days, as allowed by applicable law.

Sick leave may be used for the diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. "Family member" is defined as: a child (whether biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis) regardless of the age of the child or dependency status, a parent, whether biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, and a sibling. The Agency will also approve of the use of an employee's accrued paid sick time if the employee is a victim of domestic violence, sexual assault, stalking and as otherwise required by applicable law.

When electing to use paid sick time, the employee must use a minimum increment of thirty (30) minutes. Paid sick leave used as well as paid sick leave remaining will be

reflected on the Employee's wage statement. Employees wishing to utilize paid sick leave must indicate it on their timecard.

If the need for paid sick leave is foreseeable, the employee must provide their immediate supervisor reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for leave as soon as practicable.

Sick leave for part time and temporary employees will accrue at the rate of one (1) hour for every thirty (30) hours actually worked up to a maximum balance of forty-eight (48) hours. All employees are eligible to utilize their sick leave after ninety (90) days of employment.

Sick leave is a benefit provided by the Agency, not a right earned by the employee. Abuse of this benefit will not be tolerated. Excessive abuse of the sick leave benefit could result in disciplinary action up to and including termination.

## 7.5 LEAVES OF ABSENCE

The Board shall have the authority to grant leaves to the General Manager. The General Manager shall have the authority to grant leaves to all other Agency employees in accordance with the provisions under which eligible leaves may be granted. All leaves shall be requested on a form provided by the Agency prior to the start of the requested leave. Failure to return promptly from authorized leave without prior authorization from the General Manager may result in disciplinary action up to and including termination.

A leave of absence, not to exceed thirty (30) consecutive days, may be requested in writing by any regular Agency employee. The General Manager may grant the leave provided that the leave is in the best interest of the Agency and the employee. The leave shall be without pay and no benefits shall accrue or be paid during the term of the leave. However, the employee may self-pay the premiums under the provisions of "COBRA." Supervisors can provide employees additional information on this subject.

## 7.6 MEDICAL LEAVES

A medical leave of absence may be granted for non-work related temporary medical disabilities (other than pregnancy, childbirth, and related medical conditions) for up to four months with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible. If an employee is granted a medical leave the Agency will pay wages from the employees accrued sick leave account for the period of time equivalent to the accumulated sick pay earned. Employees also may use any paid vacation time previously accrued. As with all leaves of absences, no benefits shall accrue or be paid during the term of the leave which is unpaid, unless otherwise required by applicable law. If an employee is a disabled individual pursuant to the Fair Employment and Housing Act and the Agency does not grant the leave of absence, an interactive process meeting will be scheduled.

A medical leave begins on the first day the employee's doctor certifies that they are unable to work and ends when the employee's doctor certifies that they are able to return to work or after a total of four months of leave, whichever occurs first. The supervisor will supply the appropriate form for the employee's doctor to complete, showing the date the employee was disabled and the estimated date when the employee will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work based on the essential physical functions of the assigned position.

If returning from a non-work-related medical leave the employee will be offered the same position held at the time of leaving, if available. If this position is not available due to an "undue hardship," a comparable position will be offered. If neither the same nor a comparable position is available, the employees return to work will depend on job openings existing at the time of the employees scheduled return. There are no guarantees of reinstatement and the employees return will depend on their qualifications for existing openings.

California workers' compensation laws govern work-related illnesses and injuries. The Agency will fully comply with these laws.

## 7.7 RIGHTS AND RESPONSIBILITIES AS A PREGNANT EMPLOYEE

If you are pregnant, have a related medical condition, or are recovering from childbirth, PLEASE READ THIS NOTICE.

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.

The Agency has an obligation to:

- Reasonably accommodate employees medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying employee work duties, providing the employee with a stool or chair, or allowing more frequent breaks);
- transfer an employee to a less strenuous or hazardous position (where one is available) or duties if medically needed because of a pregnancy; and
- provide the employee with pregnancy disability leave (PDL) of up to four months (the working days the employee normally would work in one-third of a year or 17 $\frac{1}{3}$  weeks) and return the employee to the same job when the employee is no longer disabled by the pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect an employee 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 the employee is disabled by pregnancy. The employee's health care provider determines how much time will be need.
- Once the Agency has been informed that an employee needs to take PDL, the Agency must guarantee in writing that the employee can return to work in the same position if the employee requests a written guarantee. The Agency may require the employee to submit written medical certification from a health care provider substantiating the need for the employees 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," 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 the employee's health care provider, including intermittent leave or a reduced work schedule, all of which counts against employees four month entitlement to leave.
- Employees leave will be paid or unpaid depending on the Agency policy for other medical leaves.

- Employees' may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At the employee's discretion, an employee can use any vacation during PDL.
- The Agency requires employee's to use any available sick leave during PDL.
- The Agency is required to continue the employee's group health coverage during PDL at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the employees leave.
- Taking PDL may impact certain employee's benefits and employee's seniority dates; please contact Human Resources for details.
- If possible, the employee 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 the employee.) For events that are unforeseeable, we need employees to notify us, at least verbally, as soon as an employee learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.

#### Notice Obligations of Employees.

- Give the Agency reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, an employee must give the Agency sufficient notice for it to make appropriate plans. Sufficient notice means 30 days' advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
- Provide a Written Medical Certification from the employee's Health Care Provider. Except in a medical emergency where there is no time to obtain it, the Agency may require the employee to supply a written medical certification from the employee's health care provider of the medical need for the employee's reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, the employee must provide this certification within the time frame the Agency requests, unless it is not practicable for the employee to do so under the circumstances despite the employee's diligent, good faith efforts. The Agency must provide at least 15 calendar days for the employee to submit the certification. See Human Resources for a copy of a medical certification form to give to the employee health care provider to complete.
- PLEASE NOTE that if the employee fails to give the Agency reasonable advance notice or written medical certification of the employee's medical need, the Agency may be justified in delaying the employee's reasonable accommodation, transfer, or PDL.

Employees also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if an employee has more than 12 months of service with the Agency, has worked at least 1,250 hours in the 12-month period before the date the employee wants to begin the leave and works at a worksite with 50 or more employees within 75 miles of that worksite. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of an employee's child or for an employee's own serious health condition (not related to pregnancy) or that of the employee's child, parent or spouse. While the law provides only unpaid leave, employees may choose or employers may require use of accrued paid leave while taking

CFRA leave under certain circumstances. For further information on the availability of CFRA leave, please review the employer's Notice regarding the availability of CFRA leave.

This notice is a summary of the employee's rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about the employee's rights and obligations as a pregnant employee, contact Human Resources, 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. The text of the FEHA and the regulations interpreting it are available on the Fair Employment and Housing Commission's website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

## 7.8 BEREAVEMENT LEAVE

In the event of a death of an employee's immediate family, the employee may apply for and receive up to a maximum of five (5) days of bereavement leave per incident with pay. The immediate family is defined as a current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.

## 7.9 MILITARY LEAVE

Military leave will be granted in accordance with applicable law.

## 7.10 JURY DUTY LEAVE

Any non-exempt employee who is required to serve on jury duty, and has completed their training period, will receive full pay while serving up to ten (10) days of jury duty per calendar year. A leave of absence without pay will be granted if jury duty exceeds the ten (10) day limit (exempt employees' salary will not be changed for jury duty service). The employee should notify the supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. The employee may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury duty the employee will be expected to return to work. Any mileage allowance paid by the court for jury services is to be retained by the employee.

## 7.11 TIME OFF FOR VOTING

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable them to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours. Under these circumstances an employee will be allowed a maximum of two hours on the Election Day without loss of pay. Where possible, the employee shall give their supervisor at least two working days' notice that time off to vote is needed.

## 7.12 SCHOOL CONFERENCES INVOLVING SUSPENSION

If it becomes necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension, the employee should alert their supervisor as soon as possible so that alternative arrangements may be made. No discriminatory action will be taken against the employee for taking time off for this purpose.

## 7.13 EXTERNAL EMPLOYEE EDUCATION

It may be necessary for employees to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of the Agency or the individual employees. Attendance at such activities may be required by the Agency or requested by individual employees. However, attendance will not be considered an officially authorized activity, subject to the following policies on reimbursement and compensation, unless prior written approval has been issued by the General Manager. To obtain approval, employees wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and nature, purpose and justification for attendance.

Where attendance is required or authorized by the Agency, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Reimbursement for required or authorized educational classes will be awarded after successful completion of the educational class and the receipt of a passing grade (C or better). Customary and reasonable expenses generally may include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with the General Manager in advance.

Employees will also be reimbursed following successful completion of examinations for certificates that are required by their job descriptions. Similarly, renewals for required certificates will be reimbursed by the Agency.

Employee attendance at authorized outside activities, during normal working hours, will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. While the Agency generally encourages all employees to improve their job skills and promotional qualifications, such activities will not be subject to this policy regarding reimbursement or compensation unless prior written approval is obtained as discussed above.

## 7.14 RECREATIONAL ACTIVITIES AND PROGRAMS

The Agency or its insurer will not be liable for the 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.

#### 7.15 WORKERS' COMPENSATION

The Agency, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- a. medical care,
- b. cash benefits, tax free, to replace lost wages,
- c. vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any/all workers' compensation benefits to which they may be entitled, the employee will need to:

- a. Immediately report any work-related injury to the supervisor.
- b. Seek medical treatment and follow-up care if required.
- c. Complete a written Employee's Claim Form (DWC Form 1) and return it to the General Manager.
- d. Employees must provide the Agency with a certification from their health care provider regarding the need for workers' compensation disability leave and the employee's ability to return to work from the leave based on the essential physical function of the assigned position.

The Agency provides for medical treatment for work-related injuries through an Agency designated medical provider.

Employees who are injured in a work-related incident will be referred to the Agency's designated medical treatment provider, unless prior to a work-related injury, the Agency has received from the employee a written notice that the employee wishes to be treated by their own physician. Employees who do not designate their own physician will be treated by the Agency's designated medical treatment provider for work-related injuries, for at least 30 days, if required. Employees may seek treatment from their own physician after 30 days, should they so desire.

Upon submission of a medical certification that the employee is able to return to work, they will be offered the same position held at the time of leaving, unless the job has been filled in order to avoid undermining the Agency's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities upon return. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the Agency's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities.



The law requires that this Agency notify the workers' compensation insurance company of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may be in order.

**ACKNOWLEDGMENT**

I hereby acknowledge that I have received a copy of the Bighorn Desert View Water Agency EMPLOYEE HANDBOOK (hereinafter "Handbook"), dated October 2, 2018, and that I understand that I am to promptly read its contents. I understand that if I have any questions about the Handbook or its contents, I am to discuss them with my supervisor or the General Manager.

I recognize that this Handbook supersedes and replaces any previous Handbooks, and to the extent that provisions of this Handbook conflict with previously issued policies or practices, whether or not such policies and practices were contained in an Employee Handbook, this Handbook shall prevail. I agree that changes in the policies set out in the Handbook are not valid unless made and approved, in writing, by the Board of Directors.

Finally, I agree that my employment with the Agency is at will, as set forth in the At Will Employment section of the Handbook, and that this agreement on at will employment status is the sole and entire agreement between me and the Agency regarding the term of my employment and the termination thereof; and, I further agree that this agreement on at will employment status cannot be changed in any way, whatsoever, except in a writing which has been signed by the President of the Agency.

\_\_\_\_\_  
Employee's Name (print or type)

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

**ALL APPENDICES ARE ADOPTED BY SEPARATE BOARD  
RESOLUTION OR MOTION AND INCORPORATED BY  
REFERENCE ONLY**

APPENDIX A	DRUG AND ALCOHOL TESTING PROGRAM
APPENDIX B	JOB DESCRIPTIONS/CLASSIFICATIONS
APPENDIX C	RANGE AND STEP SCHEDULE
APPENDIX C	ORGANIZATIONAL CHART

## APPENDIX A

# DRUG AND ALCOHOL TESTING PROGRAM

U.S. DEPARTMENT OF TRANSPORTATION PROGRAM FOR  
SAFETY-SENSITIVE EMPLOYEES ONLY

# APPENDIX B

## JOB DESCRIPTIONS/CLASSIFICATIONS

# APPENDIX C

## RANGE AND STEP SCALE

# APPENDIX D

## ORGANIZATIONAL CHART