

SOLANO COUNTY WATER AGENCY



BOARD OF DIRECTORS MEETING

BOARD OF DIRECTORS:

Chair:

Director John D. Kluge
Solano Irrigation District

Vice Chair:

Supervisor Skip Thomson
Solano County District 5

Mayor Elizabeth Patterson
City of Benicia

Mayor Thom Bogue
City of Dixon

Mayor Harry Price
City of Fairfield

Director Ryan Mahoney
Maine Prairie Water
District

Director Dale Crossley
Reclamation District No.
2068

Mayor Ron Kott
City of Rio Vista

Supervisor Erin Hannigan
Solano County District 1

Supervisor Monica Brown
Solano County District 2

Supervisor Jim Spering
Solano County District 3

Supervisor John Vasquez
Solano County District 4

Mayor Pete Sanchez
City of Suisun City

Mayor Len Augustine
City of Vacaville

Mayor Bob Sampayan
City of Vallejo

GENERAL MANAGER:

Roland Sanford
Solano County Water
Agency

DATE: Thursday, May 10, 2018

TIME: 6:30 P.M.

PLACE: Berryessa Room
Solano County Water Agency Office
810 Vaca Valley Parkway, Suite 203
Vacaville

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **PUBLIC COMMENT**

Limited to 5 minutes for any one item not scheduled on the Agenda.

5. **CONSENT ITEMS** *(estimated time: 5 minutes)*
 - (A) **Minutes:** Approval of the Minutes of the Board of Directors meeting of April 12, 2018 is recommended.
 - (B) **Expenditure Approvals:** Approval of the April 2018 checking account register is recommended.
 - (C) **Revised Employee Handbook:** Approve revisions to 2005 Employee Handbook.
 - (D) **Purchase Orders for Solano Project Equipment Upgrades:** Authorize General Manager to purchase electronic Instrumentation for operation of Solano Project facilities (total cost not to exceed \$30,000)



6. **BOARD MEMBER REPORTS** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

7. **GENERAL MANAGER'S REPORT** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

8. **SOLANO WATER ADVISORY COMMISSION REPORT** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

9. **APPOINTMENT OF FY 2018-2019 BUDGET REVIEW COMMITTEE**

RECOMMENDATION: Appoint committee to review proposed FY 2018-2019 budget

10. **CONVERSION OF EXISTING PERMANENT HALF-TIME WATER RESOURCES
TECHNICIAN POSITION TO PERMANENT FULL-TIME WATER RESOURCES
TECHNICIAN POSITION**

RECOMMENDATIONS:

- 1) Authorize conversion of existing permanent half-time Water Resources Technician position to permanent full-time Water Resources Technician position
- 2) Authorize General Manager to recruit and hire permanent full-time Water Resources Technician.

11. **LEGISLATIVE UPDATES** *(estimated time: 5 minutes)*

RECOMMENDATION: Hear report from Committee Chair on activities of the SCWA Legislative Committee.

12. **WATER POLICY UPDATES** *(estimated time: 10 minutes)*

RECOMMENDATION:

1. Hear report from staff on current and emerging Delta and Water Policy issues and provide direction.
2. Hear status report from Committee Chair on activities of the SCWA Water Policy Committee.
3. Hear report from Supervisor Thomson on activities of the Delta Counties Coalition, Delta Protection Commission, and Delta Stewardship Council.
4. Hear report from Supervisor Vasquez on activities of the Delta Conservancy.

13. **CLOSED SESSION** – Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to Section 54956.9(b): One Case
Friends of Putah Creek 60 Day Notice

14. **TIME AND PLACE OF NEXT MEETING**

Thursday, June 14, 2018 at 6:30 p.m. at the SCWA offices.

The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at www.scwa2.com.

Any materials related to items on this agenda distributed to the Board of Directors of Solano County Water Agency less than 72 hours before the public meeting are available for public inspection at the Agency's offices located at the following address: 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688. Upon request, these materials may be made available in an alternative format to persons with disabilities.

MAY.2018.bod.agd

CONSENT ITEMS

**SOLANO COUNTY WATER AGENCY
BOARD OF DIRECTORS MEETING MINUTES**

MEETING DATE: April 12, 2018

The Solano County Water Agency Board of Directors met this evening at the Solano County Water Agency office in Vacaville. Present were:

Mayor Elizabeth Patterson, City of Benicia
Mayor Thom Bogue, City of Dixon
Mayor Harry Price, City of Fairfield
Mayor Ronald Kott, City of Rio Vista
Mayor Pete Sanchez, Suisun City
Mayor Len Augustine, City of Vacaville
Mayor Bob Sampayan, City of Vallejo
Supervisor Erin Hannigan, Solano County District 1
Supervisor Monica Brown, Solano County District 2
Supervisor James Spering, Solano County District 3
Supervisor John Vasquez, Solano County District 4
Supervisor Skip Thomson, Solano County District 5
Director Dale Crossley, Reclamation District 2068
Director Ryan Mahoney, Maine Prairie Water District
Director John Kluge, Solano Irrigation District

CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Chair Kluge.

APPROVAL OF AGENDA

On a motion by Mayor Augustine and second by Mayor Price the Board unanimously approved the agenda.

PUBLIC COMMENT

There were no public comments.

CONSENT ITEMS

On a motion by Mayor Patterson and a second by Supervisor Hannigan the Board unanimously approved the following consent items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) Quarterly Financial Reports
- (D) Contract Amendment with Normandeau Associates for juvenile salmon studies
- (E) Contract Amendment with Wilson Public Affairs for general public affairs services
- (F) Contract Amendment with Shandam Consulting for IT services

BOARD MEMBER REPORTS

Supervisor Brown thanked General Manager Sanford for including her staff on a recent tour of flood control facilities and flood prone areas in Solano County.

GENERAL MANAGER'S REPORT

The Manager Sanford informed the Board of the passing of a retired Water Agency employee, Diane Addis, who worked for the Water Agency between 1990 and 2006 in various administrative roles.

SOLANO WATER ADVISORY COMMISSION

There was no report.

**LOWER SACRAMENTO/DELTA NORTH REGION CORRIDOR MANAGEMENT
FRAMEWORK AND YOLO BYPASS/CACHE SLOUGH PLANNING**

General Manager Roland Sanford briefly discussed the history and purpose of the Lower Sacramento/Delta North Region Corridor Management Framework group and explained that the CMF participants; Solano County, Yolo County, Reclamation District 2068, Sacramento Area Flood Control Agency, West Sacramento Area Flood Control Agency, and the Solano County Water Agency are seeking to establish a more formal cooperative working relationship through adoption of a Memorandum of Understanding (MOU) that would create what would be called the Lower Sacramento/Delta North Region Corridor Management Framework Collaborative – which would replace what is currently known as the Lower Sacramento/Delta North Region Corridor Management Framework (CMF). Mr. Sanford explained that the Board had previously appointed the late Mayor Richardson to serve as the Water Agency's representative to the CMF and requested that the Board appoint a replacement for Mayor Richardson, to serve as the Water Agency's representative to the Lower Sacramento/Delta North Region Corridor Management Framework Collaborative

On a motion by Supervisor Thomson and a second by Mayor Patterson, the Board unanimously authorized the General Manager to sign the MOU and appointed Mayor Kott to serve as the Water Agency's representative to the Lower Sacramento Delta North Region Corridor Management Framework Collaborative.

2018 LEGISLATIVE PLATFORM

General Manager Roland Sanford summarized the purpose of the 2018 Legislative Platform (Platform) and noted that the Platform was based on the priorities outlined in the Water Agency's 2016-2025 Strategic Plan, and to the extent practical, aligned with the California Water Action Plan. The Board discussed the purpose of the 2018 Legislative Platform and staff's request to authorize the General Manager to sign and submit letters of support or opposition to pending Federal, State and local legislation that pertain to the priority issues and policy positions identified in the Platform. In response to Board member questions, Mr. Sanford explained that the Platform would be updated and adopted by the Board annually, and that any pending legislation that was not addressed by the Platform or considered complicated or potentially controversial within Solano County would continue to be reviewed by the full Board before any letter of support or opposition was submitted.

On a motion by Supervisor Sperring and second by Supervisor Vasquez the Board unanimously adopted the 2018 Legislative Platform with the caveat that the Platform be updated and adopted annually by the Board; authorized the General Manager or Legislative Committee Chair to sign letters of support or opposition for pending Federal, State, or local legislation or other policy positions consistent with the 2018 Legislative Platform, with the stipulation that the Legislative Committee Chair be given the opportunity to review all letters of support or opposition before release by the General Manager; directed the General Manager to provide all Board members with copies of all letters of support or opposition within 24-hours of their submission/release.

LEGISLATIVE UPDATES

Supervisor Thomson stated that the Meral Initiative that is tentatively scheduled to be on November ballot, includes 5 million dollars earmarked for the North Bay Aqueduct Alternate Intake Project.

WATER POLICY UPDATES

1. There was no report from staff on current and emerging Delta and Water Policy issues.
2. General Manager Roland Sanford reported that the Water Policy Committee met and received a presentation by the Contra Costa County Flood Control and Water Conservation District (District) regarding the District's programs and activities. Mr. Sanford also noted that Agency staff recently led committee members on a tour of flood control facilities and flood prone areas in Solano County, and that a second tour was scheduled the day after the April 12 Board meeting.

3. Supervisor Thomson reported that on Tuesday the Metropolitan Water District voted to approve funding 10.2 billion dollars of the estimated \$17 billion dollars needed to construct the Cal Waterfix twin tunnels project.
4. Supervisor Vasquez had nothing to report on activities from the Delta Conservancy.

TIME AND PLACE OF NEXT MEETING

Thursday, May 10, 2018 at 6:30 p.m., at the SCWA offices in Vacaville

ADJOURNMENT

This meeting of the Solano County Water Agency Board of Directors was adjourned at 6:55 p.m.

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: May 10, 2018
SUBJECT: Expenditures Approval

RECOMMENDATIONS:

Approve expenditures from the Water Agency checking accounts for the month of April, 2018.


FINANCIAL IMPACT:

All expenditures are within previously approved budget amounts.

BACKGROUND:

The Water Agency auditor has recommended that the Board of Directors approve all expenditures (in arrears). Attached is a summary of expenditures from the Water Agency's checking accounts for the month of April, 2018. Additional backup information is available upon request.

Recommended: _____


Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

☐

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next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on May 10, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

SOLANO COUNTY WATER AGENCY
Cash Disbursements Journal
For the Period From Apr 1, 2018 to Apr 30, 2018

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
4/6/18	31273V	2020SC 1020SC	Invoice: V4644604 HOLT OF CALIFORNIA	4,762.44	4,762.44
4/2/18	31546	2020SC 1020SC	Invoice: property 4/18 - 4/19 ACWA JOINT POWERS INSURANCE AUTHORITY	7,087.00	7,087.00
4/2/18	31547	2020SC 1020SC	Invoice: 1913043 THE REINALT-THOMAS CORP	18.84	18.84
4/2/18	31548	2020SC 1020SC	Invoice: 1277 BAY-FRIENDLY LANDSCAPE & GARDENING	2,500.00	2,500.00
4/2/18	31549	2020SC 1020SC	Invoice: 1147092 COUNTY OF YOLO	49.14	49.14
4/2/18	31550	2020SC 1020SC	Invoice: 2017/18-#8 DAVID OKITA	1,500.00	1,500.00
4/2/18	31551	2020SC 1020SC	Invoice: 980 GSC, INC.	521.98	521.98
4/2/18	31552	2020SC 2020SC 1020SC	Invoice: 11170336 Invoice: 2090272 J. RICHARD EICHMAN, CPA	255.50 276.80	532.30
4/2/18	31553	2020U 1020SC	Invoice: 1942 J.T. MARTIN	500.00	500.00
4/2/18	31554	2020U 1020SC	Invoice: 5986 THE LEAD DETECTIVE AGENCY	285.00	285.00
4/2/18	31555	2020SC 1020SC	Invoice: 158690 LSA ASSOCIATES, INC.	29,399.00	29,399.00
4/2/18	31556	2020SC 1020SC	Invoice: C56861 MECOM EQUIPMENT, LLC	109.81	109.81
4/2/18	31557	2020SC 1020SC	Invoice: FENCE 2018 MORGAN FENCE COMPANY, INC.	2,067.58	2,067.58
4/2/18	31558	2020U 2020SC 2020SC 2020SC 2020U 2020SC 2020SC 2020SC 2020SC 2020SC 2020U 2020U 2020U 1020SC	Invoice: K91219 Invoice: 247197 Invoice: 247226 Invoice: 247424 Invoice: 992332 Invoice: 247911 Invoice: 247910 Invoice: 248006 Invoice: 248004 Invoice: 248123 Invoice: 993253 Invoice: 248435 Invoice: 248734 PACIFIC ACE HARDWARE	484.26 6.74 23.55 66.65 42.47 12.86 47.16 24.66 26.98 14.46 37.93 19.93 17.15	824.80
4/2/18	31559	2020SC 1020SC	Invoice: 6 - LBO SOLANO RESOURCE CONSERVATION DISTRICT	5,923.83	5,923.83
4/2/18	31560	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 2033714201 Invoice: 10533 Invoice: 2040699111 Invoice: 2025112621 Invoice: 2025112631 Invoice: 2030539591 Invoice: 2033282381 STAPLES	222.07 169.75 90.59 110.99 57.71 58.73 92.99	802.83
4/2/18	31560V	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC	Invoice: 2033714201 Invoice: 10533 Invoice: 2040699111 Invoice: 2025112621 Invoice: 2025112631 Invoice: 2030539591	222.07 169.75 90.59 110.99 57.71 58.73	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC 1020SC	Invoice: 2033282381 STAPLES	802.83	92.99
4/2/18	31561	2020SC 1020SC	Invoice: VICTOR SANCHEZ VICTOR SANCHEZ	50.00	50.00
4/2/18	31562	2020SC 2020SC 1020SC	Invoice: SCWA_FY2017-18_6 Invoice: LPCCC-FY2017-18_6 WILDLIFE SURVEY & PHOTO SERVICE	14,133.56 2,316.50	16,450.06
4/2/18	31563	2020SC 1020SC	Invoice: 115710 WOOD RODGERS, INC.	28,080.11	28,080.11
4/2/18	31564	2020N 1020SC	Invoice: 0318-3 JEFFREY J JANIK	600.00	600.00
4/2/18	31565	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 2033714201 Invoice: 10533 Invoice: 2040699111 Invoice: 2030539591 Invoice: 2027878221 Invoice: 2025112621 Invoice: 2025112631 Invoice: 2033282381 STAPLES	222.07 169.75 90.59 58.73 75.07 110.99 57.71 92.99	877.90
4/2/18	31565V	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 2033714201 Invoice: 10533 Invoice: 2040699111 Invoice: 2030539591 Invoice: 2027878221 Invoice: 2025112621 Invoice: 2025112631 Invoice: 2033282381 STAPLES	222.07 169.75 90.59 58.73 75.07 110.99 57.71 92.99 877.90	
4/2/18	31566	2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 2020SC 1020SC	Invoice: 2033714201 Invoice: 10533 Invoice: 2040699111 Invoice: 2030539591 Invoice: 2027878221 Invoice: 2025112631 Invoice: 2025112621 Invoice: 2033282381 STAPLES	222.07 169.75 90.59 58.73 75.72 57.71 110.99 92.99 878.55	
4/5/18	31567	2020SC 1020SC	Invoice: 01.01.18 - 03.31.18 ACWA JOINT POWERS INSURANCE AUTHORIT	3,101.39	3,101.39
4/5/18	31568	2020SC 1020SC	Invoice: inv005765 ACWA	699.00	699.00
4/5/18	31569	2020SC 1020SC	Invoice: 2665176 AMERICAN TOWER CORPORATION	578.26	578.26
4/5/18	31570	2020SC 1020SC	Invoice: 1914782 THE REINALT-THOMAS CORP	21.53	21.53
4/5/18	31571	2020SC 2020SC 1020SC	Invoice: 17456 Invoice: 17466 CENTRAL VALLEY EQUIPMENT REPAIR	3,015.14 1,924.60	4,939.74
4/5/18	31572	2020N 1020SC	Invoice: APR 2018 CLEAN TECH ADVOCATES	8,600.00	8,600.00
4/5/18	31573	2020SC 1020SC	Invoice: 32218 CITY LIGHTS CAFE & CATERING	764.04	764.04
4/5/18	31574	2020SC 1020SC	Invoice: 0124629-IN DOOR SYSTEM DESIGN, INC.	1,297.00	1,297.00
4/5/18	31575	2020SC	Invoice: 97493	7,326.50	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 97489	3,701.00	
		2020SC	Invoice: 97490	11,990.81	
		1020SC	GHD, INC.		23,018.31
4/5/18	31576	2020SC	Invoice: 9025494	18.26	
		2020U	Invoice: 7010084	48.84	
		2020U	Invoice: 6010205	34.84	
		2020SC	Invoice: 4241071		469.91
		2020SC	Invoice: 0010904	99.73	
		1020SC	HOME DEPOT CREDIT SERVICE	268.24	
4/5/18	31577	2020SC	Invoice: APR 2018 EXEC CO MTG	100.00	
		1020SC	JOHN D. KLUGE		100.00
4/5/18	31578	2020SC	Invoice: APR 2018 EXEC MTG	100.00	
		1020SC	RYAN MAHONEY		100.00
4/5/18	31579	2020SC	Invoice: 1277	3,500.00	
		1020SC	ROCK STEADY JUGGLING		3,500.00
4/5/18	31580	2020SC	Invoice: 1018246	44.81	
		1020SC	RON DUPRATT FORD		44.81
4/5/18	31581	2020SC	Invoice: 5550629EP60Z7AEEF	46.50	
		2020SC	Invoice: 007915	333.88	
		2020SC	Invoice: 003201	384.14	
		1020SC	SAM'S CLUB		764.52
4/5/18	31582	2020U	Invoice: MAR 2018	137.05	
		1020SC	SOLANO COUNTY FLEET MANAGEMENT		137.05
4/5/18	31583	2020SC	Invoice: APR 2018 EXEC CO MTG	100.00	
		1020SC	JAMES SPERING		100.00
4/5/18	31584	2020SC	Invoice: 53730	27.76	
		2020N	Invoice: 53767	23.23	
		2020N	Invoice: 53855	614.44	
		2020SC	Invoice: 53883	385.10	
		1020SC	SUISUN VALLEY FRUIT GROWERS AS		1,050.53
4/5/18	31585	2020SC	Invoice: BAWMRP #13	11,232.00	
		1020SC	THINKING GREEN CONSULTANTS		11,232.00
4/5/18	31586	2020SC	Invoice: SUSAN HARRIS	50.00	
		1020SC	SANDY HARRIS		50.00
4/10/18	31586V	2020SC	Invoice: SUSAN HARRIS		50.00
		1020SC	SANDY HARRIS	50.00	
4/5/18	31587	2020SC	Invoice: SANDRA HASKINS	50.00	
		1020SC	SANDRA HASKINS		50.00
4/5/18	31588	2020SC	Invoice: 9804313966	3,367.56	
		1020SC	VERIZON WIRELESS		3,367.56
4/5/18	31589	2020SC	Invoice: 36455	200.00	
		1020SC	VISION TECHNOLOGY SOLUTIONS, LLC DBC		200.00
4/5/18	31590	2020SC	Invoice: 287	12,825.00	
		1020SC	WATERFLUENCE		12,825.00
4/5/18	31591	2020SC	Invoice: 173363	728.55	
		1020SC	WATERMAN VALVE		728.55
4/5/18	31592	2020SC	Invoice: 4730	5,150.80	
		1020SC	WESTERN HYDROLOGIC SYSTEM		5,150.80
4/5/18	31593	2020SC	Invoice: 481	200.00	
		2020SC	Invoice: 482	200.00	
		1020SC	WINTERS TOW SERVICE		400.00
4/10/18	31594	2020SC	Invoice: 0546181	1,522.56	
		1020SC	ACWA JOINT POWERS INSURANCE AUTHORITY		1,522.56

SOLANO COUNTY WATER AGENCY

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		1020SC	STERLING MAY CO.		77.44
4/10/18	31612	2020SC 1020SC	Invoice: 39890 STUEWE & SONS, INC.	3,750.94	3,750.94
4/10/18	31613	2020SC 1020SC	Invoice: 201804-13273 TERRA REALTY ADVISORS, INC.	1,035.00	1,035.00
4/10/18	31614	2020SC 1020SC	Invoice: 12059224 THE TREMONT GROUP, INC.	142.07	142.07
4/10/18	31615	2020SC 1020SC	Invoice: EVELYN BALLAR EVELYN BALLAR	1,000.00	1,000.00
4/10/18	31616	2020SC 1020SC	Invoice: SUSAN HARRIS SANDY HARRIS	50.00	50.00
4/17/18	31617	2020SC 2020SC 1020SC	Invoice: 208304 Invoice: 208427 A & L WESTERN AGRICULTURAL LABS	72.00 36.00	108.00
4/17/18	31618	2020SC 1020SC	Invoice: 00023583 ALLIED STORAGE CONTAINERS	4,040.63	4,040.63
4/17/18	31619	2020SC 1020SC	Invoice: 681-P784894 BATTERIES PLUS BULBS	492.66	492.66
4/17/18	31620	2020SC 1020SC	Invoice: 79691 BROADBENT	465.00	465.00
4/17/18	31621	2020SC 2020SC 1020SC	Invoice: A809747 Invoice: A809746 BSK ASSOCIATES	3,920.00 2,020.00	5,940.00
4/17/18	31622	2020SC 1020SC	Invoice: APR 2018 BOD MTG DALE CROSSLEY	100.00	100.00
4/17/18	31623	2020SC 1020SC	Invoice: 0000001107394 DEPARTMENT OF GENERAL SERVICES	915.00	915.00
4/17/18	31624	2020SC 1020SC	Invoice: 136156 FM GRAPHICS	117.85	117.85
4/17/18	31625	2020SC 1020SC	Invoice: 87917 HERUM \ CRABTREE \ SUNTAG	584.97	584.97
4/17/18	31626	2020SC 1020SC	Invoice: APR 2018 BOD MTG JOHN D. KLUGE	100.00	100.00
4/17/18	31627	2020SC 1020SC	Invoice: APR 2018 BOD MTG RYAN MAHONEY	100.00	100.00
4/17/18	31628	2020SC 1020SC	Invoice: 24.02-9 MCCORD ENVIRONMENTAL, INC.	28,043.51	28,043.51
4/17/18	31629	2020SC 2020SC 1020SC	Invoice: 66833 Invoice: 66851 NORMANDEAU ASSOCIATES, INC.	13,326.15 378.00	13,704.15
4/17/18	31630	2020SC 1020SC	Invoice: OH30214 NORTHBAY OCCUPATIONAL HEALTHCARE	360.00	360.00
4/17/18	31631	2020SC 1020SC	Invoice: 18-016 ORIT KALMAN	2,100.00	2,100.00
4/17/18	31632	2020SC 1020SC	Invoice: APR 2018 BOD MTG ELIZABETH PATTERSON	132.64	132.64
4/17/18	31633	2020SC 1020SC	Invoice: 42678516 RECOLOGY VACAVILLE SOLANO	363.74	363.74
4/17/18	31634	2020SC 2020SC	Invoice: 8232 Invoice: 8255	2,423.60 35.00	

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		1020SC	REGIONAL GOVERNMENT SERVICES		2,458.60
4/17/18	31635	2020SC 1020SC	Invoice: APR 2018 BOD MTG BOB SAMPAYAN	126.75	126.75
4/17/18	31636	2020SC 1020SC	Invoice: 15419 SHELDON	24.46	24.46
4/17/18	31637	2020SC 1020SC	Invoice: 1055 SOLANO RESOURCE CONSERVATION DISTRICT	5,492.40	5,492.40
4/17/18	31638	2020SC 1020SC	Invoice: APR 2018 BOD MTG JAMES SPERING	100.00	100.00
4/17/18	31639	2020SC 1020SC	Invoice: 2018-3-SCWA SUSTAINABLE SOLANO	10,580.59	10,580.59
4/17/18	31640	2020SC 2020SC 1020SC	Invoice: SW-0152615 Invoice: SW-0152824 SWRCB	778.00 988.00	1,766.00
4/17/18	31641	2020SC 1020SC	Invoice: 26207-10 THE REGENTS OF THE UNIVERSITY OF CA	5,942.04	5,942.04
4/17/18	31642	2020SC 1020SC	Invoice: MARIALUISA CHAMBERS MARIALUISA CHAMBERS	50.00	50.00
4/17/18	31643	2020SC 1020SC	Invoice: DEBBY ELLIS DEBBY ELLIS	50.00	50.00
4/17/18	31644	2020SC 1020SC	Invoice: YVETTE MOSBARGER YVETTE MOSBARGER	50.00	50.00
4/17/18	31645	2020SC 1020SC	Invoice: 0001115612 VACAVILLE REPORTER	578.00	578.00
4/17/18	31646	2020SC 1020SC	Invoice: APR 2018 BOD MTG JOHN VASQUEZ	100.00	100.00
4/17/18	31647	2020SC 1020SC	Invoice: 9804804142 VERIZON WIRELESS	764.75	764.75
4/17/18	31648	2020SC 1020SC	Invoice: 1-MAR 2018 YOLO COUNTY RCD	4,845.00	4,845.00
4/19/18	31649	2020SC 2020SC 1020SC	Invoice: 35808 Invoice: 36046 BRERETON ARCHITECTS	462.00 762.29	1,224.29
4/19/18	31650	2020SC 2020SC 1020SC	Invoice: 000011215908 Invoice: 000011215863 CALNET3	165.13 253.64	418.77
4/19/18	31651	2020SC 1020SC	Invoice: 52991522 CHEVRON AND TEXACO	1,327.75	1,327.75
4/23/18	31651V	2020SC 1020SC	Invoice: 52991522 CHEVRON AND TEXACO	1,327.75	1,327.75
4/19/18	31652	2020SC 1020SC	Invoice: 5010618550 CINTAS CORPORATION	181.74	181.74
4/19/18	31653	2020SC 1020SC	Invoice: APR 2018 LEG MTG DALE CROSSLEY	100.00	100.00
4/19/18	31654	2020SC 1020SC	Invoice: 3/12/18-4/9/18 PACIFIC GAS & ELECTRIC CO,	1,021.39	1,021.39
4/19/18	31655	2020SC 1020SC	Invoice: APR 2018 LEG MTG ELIZABETH PATTERSON	100.00	100.00
4/19/18	31656	2020SC 2020SC	Invoice: 3101534196 Invoice: 3101061472	428.33 428.33	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		2020SC	Invoice: 3101749845	428.33	
		2020SC	Invoice: 3101997344	428.33	
		2020SC	Invoice: 3101301396	428.33	
		1020SC	PITNEY BOWES		2,141.65
4/19/18	31657	2020SC	Invoice: 0006505	99,389.64	
		2020SC	Invoice: 0006506	44,985.61	
		2020SC	Invoice: 0006508	22,952.65	
		1020SC	SOLANO IRRIGATION DISTRICT		167,327.90
4/19/18	31658	2020U	Invoice: 07030	13,710.10	
		2020U	Invoice: 07031	2,448.79	
		1020SC	SOLANO COUNTY PUBLIC WORKS DIVISION		16,158.89
4/19/18	31659	2020SC	Invoice: LPCCC-FY2017-18_8	2,104.00	
		2020SC	Invoice: LPCCC-FY2017-18_7	2,020.00	
		2020SC	Invoice: SCWA_FY2017-18_8	15,077.44	
		2020SC	Invoice: SCWA_FY2017-18_9	15,204.38	
		2020SC	Invoice: SCWA_FY2017-18_7	17,880.20	
		2020SC	Invoice: LPCCC-FY2017-18_9	2,532.50	
		1020SC	WILDLIFE SURVEY & PHOTO SERVICE		54,818.52
4/19/18	31660	2020SC	Invoice: 727285	1,596.31	
		1020SC	YELLOW SPRINGS INSTRUMENT CO.		1,596.31
4/23/18	31662	2020SC	Invoice: APRIL 2018	201.07	
		1020SC	MELISSA PARKER		201.07
4/25/18	31663	2020SC	Invoice: 681-P696120	518.49	
		1020SC	BATTERIES PLUS BULBS		518.49
4/25/18	31664	2020SC	Invoice: 17495	2,169.19	
		1020SC	CENTRAL VALLEY EQUIPMENT REPAIR		2,169.19
4/25/18	31665	2020SC	Invoice: 999196	1,778.37	
		1020SC	CENTRAL AUTO PARTS		1,778.37
4/25/18	31666	2020SC	Invoice: 1163198	14.00	
		1020SC	COUNTY OF YOLO		14.00
4/25/18	31667	2020SC	Invoice: 18-232-V MAR 2018	10,593.00	
		2020SC	Invoice: 18-026-T MAY 2018	448,563.00	
		2020SC	Invoice: 18-024-O MAY 2018	592.00	
		1020SC	DEPARTMENT OF WATER RESOURCES		459,748.00
4/25/18	31668	2020N	Invoice: 1971-9371-9	437.94	
		1020SC	FEDEX EXPRESS		437.94
4/25/18	31669	2020SC	Invoice: 086037	3,380.00	
		1020SC	ANDY GIANNINI BOBCAT SERVICE		3,380.00
4/25/18	31669V	2020SC	Invoice: 086037		3,380.00
		1020SC	ANDY GIANNINI BOBCAT SERVICE	3,380.00	
4/25/18	31670	2020SC	Invoice: 121047	14,056.25	
		1020SC	KENNEDY/JENKS CONSULTANTS		14,056.25
4/25/18	31671	2020SC	Invoice: JAN-MAR 2018	55,398.89	
		1020SC	PUTAH CREEK COUNCIL		55,398.89
4/25/18	31672	2020SC	Invoice: 5136046	2,968.10	
		1020SC	REDI-GRO CORPORATION		2,968.10
4/25/18	31673	2020SC	Invoice: 155780	790.00	
		2020SC	Invoice: 155781	379.00	
		1020SC	S&J ADVERTISING, INC.		1,169.00
4/25/18	31674	2020SC	Invoice: SLT9975	25,000.00	
		1020SC	SOLANO LAND TRUST		25,000.00

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4/25/18	31675	2020SC	Invoice: 34952	315.00	
		2020SC	Invoice: 34955	6,500.00	
		2020SC	Invoice: 34954	15,680.00	
		2020SC	Invoice: 34953	1,039.00	
		2020SC	Invoice: 34951	24,000.00	
		2020SC	Invoice: 34956	13,375.00	
		2020SC	Invoice: 34958	16,590.00	
		2020SC	Invoice: 34957	19,600.00	
		1020SC	SOUTHWEST ENVIRONMENTAL		97,099.00
4/25/18	31676	2020SC	Invoice: 006492990046 MAY2018	1,729.83	
		1020SC	STANDARD INSURANCE COMPANY		1,729.83
4/25/18	31676V	2020SC	Invoice: 006492990046 MAY2018		1,729.83
		1020SC	STANDARD INSURANCE COMPANY	1,729.83	
4/25/18	31677	2020SC	Invoice: 2050856231	60.02	
		2020SC	Invoice: 2050914971	47.88	
		2020SC	Invoice: 2041569751	30.04	
		2020SC	Invoice: 2044390621	81.30	
		2020SC	Invoice: 2051769141	220.62	
		2020SC	Invoice: 2060918721	74.51	
		2020SC	Invoice: 2057766151	491.30	
		2020SC	Invoice: 2058088781	65.60	
		2020SC	Invoice: 2058890981	1,071.71	
		2020SC	Invoice: 2059749801	216.23	
		2020SC	Invoice: 2060301131		220.62
		2020SC	Invoice: 2060918421	52.28	
		2020SC	Invoice: 2062981601	33.94	
		1020SC	STAPLES		2,224.81
4/25/18	31678	2020SC	Invoice: LPCCC PROP 1-2018-02	3,285.05	
		1020SC	STREAMWISE		3,285.05
4/25/18	31679	2020SC	Invoice: 20564	1,418.50	
		1020SC	SUMMERS ENGINEERING, INC.		1,418.50
4/25/18	31679V	2020SC	Invoice: 20564		1,418.50
		1020SC	SUMMERS ENGINEERING, INC.	1,418.50	
4/25/18	31680	2020SC	Invoice: 01-48335204	936.00	
		1020SC	THE REGENTS OF THE UNIVERSITY OF CA		936.00
4/25/18	31681	2020SC	Invoice: 200403871	85.39	
		2020SC	Invoice: 300293996	35.37	
		2020SC	Invoice: 100133861	46.16	
		2020SC	Invoice: 200400611		365.94
		2020SC	Invoice: 100133862	103.57	
		2020SC	Invoice: 300294065	50.21	
		1020SC	TRACTOR SUPPLY CREDIT PLAN	45.24	
4/25/18	31682	2020SC	Invoice: 001772	62.93	
		2020SC	Invoice: 001782	336.25	
		1020SC	UNAVCO, INC.		399.18
4/25/18	31683	2020SC	Invoice: 459	3,500.00	
		1020SC	WILSON PUBLIC AFFAIRS		3,500.00
4/25/18	31684	2020SC	Invoice: 18	22,166.80	
		1020SC	YOLO COUNTY RCD		22,166.80
4/25/18	31685	2020SC	Invoice: K09786780101	942.29	
		2020SC	Invoice: K09860030101	3,863.18	
		1020SC	ZONES INC.		4,805.47
4/25/18	31686	2020SC	Invoice: 2018 MEMBERSHIP	125.00	
		1020SC	CALIFORNIA NATIVE GRASSLANDS ASSOC.		125.00
4/25/18	31687	2020SC	Invoice: 086037	600.00	
		1020SC	ANDY GIANNINI BOBCAT SERVICE		600.00

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4/25/18	31688	2020SC 1020SC	Invoice: 20564 SUMMERS ENGINEERING, INC.	1,487.50	1,487.50
4/25/18	31689	2020SC 1020SC	Invoice: 006492990046 MAY2018 STANDARD INSURANCE COMPANY	1,781.52	1,781.52
4/25/18	BARICH MAR 2018	6670U 1020SC	BAILEYS INC - SUPPLIES BANK OF THE WEST	348.98	348.98
4/2/18	EFT	2020SC 1020SC	Invoice: HEALTH APR 2018 CALPERS	17,438.18	17,438.18
4/13/18	EFT	6111AC 1020SC	FSA PARTICIPANT FEE APR 2018 PAYCHEX, INC.	115.75	115.75
4/7/18	EFT	2024AC	EMPLOYEE LIABILITIES PPE 4.7.18	12,802.82	
		6012AC 1020SC	EMPLOYER LIABILITIES PPE 4.7.18 PAYROLL TAXES	1,902.30	14,705.12
4/12/18	EFT	2020SC 1020SC	Invoice: SIP PPE 4.7.18 CALPERS	4,792.12	4,792.12
4/12/18	EFT	2020SC 1020SC	Invoice: PPE 4.7.18 CALPERS	8,551.60	8,551.60
4/12/18	EFT	2020SC 1020SC	Invoice: PEPRA PPE 4.7.18 CALPERS	2,264.47	2,264.47
4/13/18	EFT	1020SC	PAYCHEX, INC.		
4/21/18	EFT	2024AC	EMPLOYEE LIABILITIES PPE 4.21.18	14,625.91	
		6012AC 1020SC	EMPLOYER LIABILITIES PPE 4.21.18 PAYROLL TAXES	2,503.81	17,129.72
4/13/18	EFT	2020SC 1020SC	Invoice: 2018041101 PAYCHEX, INC.	201.45	201.45
4/27/18	EFT	2020SC 1020SC	Invoice: 2018042501 PAYCHEX, INC.	244.45	244.45
4/26/18	EFT	2020SC 1020SC	Invoice: PPE 4.21.18 CALPERS	8,551.60	8,551.60
4/26/18	EFT	2020SC 1020SC	Invoice: SIP PPE 4.21.18 CALPERS	5,073.12	5,073.12
4/26/18	EFT	2020SC 1020SC	Invoice: PEPRA PPE 4.21.18 CALPERS	2,470.79	2,470.79
4/25/18	FLORENDO MAR 2018	6551AC 6551AC 1020SC	360 WEB SECURITY - STARBUCKS - LANDSCAPE IRRIGATION WORKSHOP BANK OF THE WEST	50.00 33.90	83.90
4/25/18	FOWLER MAR 2018	6230SC 6181SC 2025SC 1020SC	SAMS CLUB - SUPPLIES HYDROLIC HOSES - SUPPLIES SALES TAX ON HYDROLIC HOSES BANK OF THE WEST	20.95 222.18	16.70 226.43
4/25/18	JONES MAR 2018	6230SC 6183SC 6181SC 6230SC 6230SC 1020SC	RIDDELL SNAP - SUPPLIES MATHESON - PROPANE RIVERVIEW INTL - SUPPLIES RAMOS ENVIRONMENTAL STAPLES - SUPPLIES BANK OF THE WEST	204.84 67.72 391.88 83.25 116.08	863.77
4/25/18	LEE MAR 2018	6410AC 6410AC 6410AC 6410AC	MICROSOFT STORE-microsoft office MICROSOFT STORE-microsoft office AMAZON - SUPPLIES-lptop bags GO DADDY	229.99 229.99 76.63 119.88	

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		6410AC	ADOBE SYSTEMS - SOFTWARE	49.99	
		6410AC	APPLE ONLINE STORE - vga adapter	74.26	
		6410AC	APPLE ONLINE STORE - adapter	20.45	
		6410AC	extension		
		6410AC	APPLE ONLINE STORE -ethernet	37.61	
		6410AC	dpter		
		6410AC	APPLE ONLINE STORE - usb cable	41.97	
		6410AC	APPLE ONLINE STORE - extension	20.45	
		1020SC	cable		
		1020SC	BANK OF THE WEST		901.22
4/25/18	MAROVICH MAR 2018	6199SC	ADOBE SYSTEMS - SOFTWARE	49.99	
			RENEWAL		
		6199SC	UCD TAPS - PARKING	9.00	
		6130SC	AMAZON - SUPPLIES	189.21	
		2025SC	TAX ON AMAZON - SUPPLIES		14.22
		1020SC	BANK OF THE WEST		233.98
4/25/18	SANFORD MAR 2018	6330AC	ABM ONSITE GOLDEN I -	15.00	
			PARKING		
		6330AC	CITY OF SAC PARKING	7.50	
		6330AC	ABM ONSITE GOLDEN I -	15.00	
			PARKING		
		6330AC	CITY OF SAC PARKING	12.00	
		6330AC	CITY OF SAC PARKING	15.00	
		1020SC	BANK OF THE WEST		64.50
4/25/18	SNYDER MAR 2018	6300AC	OREILLY AUTO - SUPPLIES	178.16	
		6300AC	AGILIS LINXUP - GPS	137.94	
		6300AC	OREILLY AUTO - RETURN		
		6310AC	CHEVRON - FUEL	79.67	
		6300AC	OREILLY AUTO - SUPPLIES	107.53	
		6310AC	CHEVRON - FUEL	17.95	
		6300AC	OREILLY AUTO - SUPPLIES	38.73	
		6300AC	AUTO ANYTHING - SUPLIES		
			CREDIT		
		6300AC	LOWES - SUPPLIES	4.93	
		6360AC	UCD TAPS - PARKING	9.00	
		6360AC	UCD TAPS - PARKING	9.00	
		6300AC	KC LOCKSMITH	10.56	
		6300AC	ONESTEP GPS	55.80	
		1020SC	BANK OF THE WEST		649.27
4/25/18	WILLINGMYRE MAR 2018	6040AC	BROWN AND CALWELL -	200.00	
			POSITION ADVERTISEMENT		
		6041AC	AMAZON - REFUND		
		6360AC	UCD UNEX STUDENT - HEALTH	790.00	
			AND SAFETY MANAGMENT		
			COURSES FOR M SNYDER		
		1020SC	BANK OF THE WEST		990.00
Total				1,578,108.78	1,578,108.78

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: May 10, 2018

SUBJECT: Adopt Revised Employee Handbook

RECOMMENDATION:

Approve revisions to Employee Handbook.

FINANCIAL IMPACT:

None.

BACKGROUND:

In 1990 the Board approved a series of procedures and policies pertaining to employees and employment practices at the Water Agency. Eight years later, at the recommendation of the Water Agency's liability insurance carrier, these procedures and policies were compiled in an Employee Handbook. The handbook was subsequently updated in 2005 and has not been updated since then. Since 2005 the Board has adopted the following four policy amendments that are not included in the 2005 edition of the handbook:

Recommended: 
Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

☒

Continued on
next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on May 10, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

Revision #1 (approved May 23, 2007). Compensation was revised to reflect Board approved 5% pay differential for Streamkeeper and Assistant Streamkeeper position if a Class A Driver's License is attained. Post-retirement health benefits were updated to reflect new formula pursuant to AB 2544 (Chapter 862) approved September 30, 2006.

Revision #2 (approved February 4, 2008). Pay differential for Streamkeeper and Assistant Streamkeeper corrected to Class A Driver's License from Class C. Drug and Alcohol Program policy added.

Revision #3 (approved September 19, 2008). Overtime and sick leave changed to comply with State Law. Generalized positions that are eligible for Class A (driver license) pay differential.

Revision #4 (approved June 30, 2009). Definition of Exempt and Non-Exempt (for overtime purposes) is added. Overtime eligibility rules clarified. Family leave eligibility clarified. Deleted pre-employment drug testing for non-safety positions.

In addition to the inclusion of the aforementioned policy amendments, the 2005 Employment Handbook needs to be updated to address the employment of interns, seasonal and part time employees, as well as current State and Federal employment law. Staff, with the assistance of Regional Government Services, the Water Agency's human resources consultant, is proposing revisions to the following sections of the 2005 Employee Handbook (see attached Employee Handbook "mark up"):

Section I – Employment: Equal Employment Opportunity; At-Will Employment; Employment of Relatives; Initial Appraisal Process; sub-sections of Employee Status: Intern Employees, Temporary/Seasonal Employees, Extended Temporary/Seasonal Employees; Rehired Employees; Promotions; 9/80 Alternate Work Schedule; Attendance; Job Abandonment; Rest and Meal Period.

Section II – Payroll Administration: Payroll Records; Work Period; Pay Day; Payroll Deductions; Changing Your Employee Information; and Deferred Compensation.

Section III – Employee Benefits: Introduction; sub-sections of Paid Leave: Family Military Leave, Time Off to Vote, Time Off for Victims of Violent Crimes or Domestic Abuse, and Civil Air Patrol Leave; sub-section of Unpaid Leave: Wage Replacement During Leave.

Section IV – Employee Relations: Attendance Policy; Fitness-For-Duty and Return-To-Work Evaluation; Policy and Complaint Procedure Against Discrimination, Harassment, and Retaliation; Request for Reasonable Accommodation; Employment Duration; Employee Reference Checks; and Workers Compensation.

Section V – Safety: Ergonomics; Threatening Calls and/or Bomb Threats; and Cellular Phone Safety.

Section VI – Employee Expense Reimbursement: Clothing

Section VII – Around the Office and in the Field: Dress Code; Sign-In Board; Security; Break Room; and Supplies.

Section VIII – Leaving the Agency: Employee Exit; and Exit Interview.

Appendix: Family Care Leave; Grievance Process; Harassment, Discrimination, and Retaliation; Workplace Violence.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

Approving the Employee Handbook and Drug and Alcohol Policy is consistent with Goal # 10 (Funding and Staffing), Objective C (Provide necessary and sufficient staffing and resources to maintain program activities and to achieve the goals and objectives of strategic plan priorities), Strategy 4 (Provided appropriate resources and incentives to staff to promote retention and longevity of SCWA investments in staff).

Solano County Water Agency Employee Handbook



Revised: May 2018

Adopted by Action Item #

SCWA EMPLOYEE HANDBOOK

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Handbook Interpretation and Introduction

This Handbook is intended to provide you with a general understanding of the Solano County Water Agency's (Agency) human resource policies, benefits, and rules. It is intended to familiarize you with important information about the Agency as well as information regarding your own privileges and responsibilities. Although it is not an employment contract or legal document, it is important that all employees read, understand, and follow the provisions of the Handbook. It may be changed from time to time by the Agency. You will be notified in writing of any amendments and additions to these policies and procedures. Keep this Handbook, additions, and revisions on file for your reference. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

This Handbook, however, cannot anticipate every situation or answer every question about employment. Additionally, circumstances will undoubtedly require that guidelines, practices, and benefits described in this Handbook change. Accordingly, the Agency must reserve the right to modify, supplement, or rescind any provision of this Handbook from time to time, as it deems necessary. You will, of course, be advised of changes that occur. Any such changes must be in writing and must be signed by the General Manager. No oral statements, course of conduct or representations can in any way change or alter the provisions of this Handbook.

OUR AGENCY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE AGENCY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE AGENCY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE GENERAL MANAGER OR CHAIRMAN OF THE BOARD OF DIRECTORS OF THE AGENCY.

The Agency is constantly striving to improve its operations, services, and its relations with its employees. You are encouraged to bring suggestions for improvements to the attention of your manager or the General Manager. Additionally, if you have any questions or seek clarification, you should see your manager or the Agency's human resources representative.

By working together, the Agency believes that it will share with its employees a sincere pride in the work place and the services that they are here to provide.

SCWA EMPLOYEE HANDBOOK

SECTION I – EMPLOYMENT

A. Open Door Policy

The Agency promotes an atmosphere in which you can talk freely with the management. You are encouraged to openly discuss with your manager any problems so appropriate action may be taken. If they cannot be of assistance, the General Manager is available for consultation and guidance. The Agency is interested in all of its employees' success and happiness.

Commented [SW1]: Section moved from the Employee Relations section

B. Equal Employment Opportunity

Our Agency is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally recognized basis ["protected class"] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform service member status; or any other protected class under federal, state, or local law.

In California, the following also are a protected class: race; religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition, including genetic characteristics; genetic information; marital status; sex; pregnancy, childbirth or related medical conditions or breast feeding; perceived pregnancy; actual or perceived gender; gender identity or expression (including transgender); sexual orientation; civil air patrol membership; service in the military forces of the State of California or of the United States; military and veteran status; lawful conduct occurring during nonworking hours away from company premises; age [40 or over]; and citizenship status. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

You may discuss equal employment opportunity related questions with the General Manager or any other designated member of management.

Every member of management is held responsible for assuring nondiscrimination in employment opportunities. In addition, all staff members, regardless of position, share in the responsibility of maintaining a discrimination-free work environment.

C. At-Will Employment

All employees are hired on an "at will" basis, unless you are employed under a written contract stating otherwise. This means that you may resign at any time and that the Agency may terminate you at any time, with or without cause. At the end of this Handbook you will find a copy of an "at will" employment agreement. Please read this carefully, sign and return to Human Resources.

Any offer of employment will be conditioned upon a designation of "medically qualified" through a pre-employment physical exam and other conditions set forth in the offer letter.

D. Employment of Relatives

The Agency's policy is to hire, promote, and transfer employees on the basis of individual merit and to avoid any hint of favoritism or discrimination in making such decisions. Even if favoritism or discrimination is not shown, the existence of the situation may precipitate questions difficult to answer or may cause some discomfort for the individuals involved.

The Agency may refuse to hire relatives of present employees if doing so could result in actual or potential problems in supervision, security, safety, or morale or if doing so could create potential conflicts of interest. The Agency defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives.

The employment of relatives or spouses is regarded as a potential violation of this policy and will be discouraged in general for regular employees. It will be considered for temporary, short-term positions.

This policy also applies to persons who are not legally married, but in the Agency's judgment may be unduly likely to improperly alter their organizational decisions in favor of their partner.

1. Marriage or Development of Involved Personal Relationships While Employed

If two persons should marry while both are employed by the Agency, they may continue their employment in the same job provided that such employment does not adversely affect safety, morale, security, internal financial control, or supervision; and such spouses or relatives neither initiate nor participate in making institutional recommendations or decisions which would directly affect employment status of their relatives.

If the criteria are not met, one of the spouses must change jobs or leave the Agency. The couple will make a decision within thirty calendar (30) days of the marriage as to which of the two of them will change positions. If this decision is not made within 30 calendar days, based upon its business needs the Agency reserves the right to determine which employee will be transferred or whose employment will be terminated.

The provisions of this paragraph also apply to employees who establish a personal relationship, which in the Agency's judgment, have become sufficiently involved to the point where it has become unduly likely that one or both of the partners will improperly make organizational decisions in favor of the other.

2. Exceptions

The General Manager may make an exception to this policy if it is found that:

- The position to be filled requires a person with specialized training and experience not generally available in the employment market;
- There is a vital agency need to fill the position;
- Substantial bona fide efforts have been made to locate and employ such a person who is not a relative of any employee; and
- The relationship between the relative and the applicant or employee is unlikely to materially affect his or her employment by the Agency.

E. Initial Appraisal Process

As part of the hiring process, your manager will conduct an initial appraisal. This appraisal will provide expectations, goals, and objectives to be completed according to timelines set for a particular position. The timelines are 90 days for non-exempt employees and 120 days for exempt employees. Following the timeframe noted above, your manager will then conduct a formal Performance Appraisal. This appraisal process is considered part of the hiring process.

F. Employee Status

1.Full-Time Regular Employee

Defined as employees who have successfully completed their initial appraisal process and are assigned a definite work schedule of at least 30 hours per week and their employment is expected to continue for an indefinite period of time. Full-time regular employees are eligible for employee benefits as described later in this Handbook.

2.Part-Time Regular Employee

Defined as employees who have successfully completed their initial appraisal process and are assigned a work schedule of less than 30 hours per week and it is expected to continue for an indefinite period of time. Part-time regular employees may be eligible for vacation, sick leave, and holiday benefits as described later in this Handbook.

3.Intern Employee

Defined as employees who work less than 1,000 hours per year (roughly 20 hours per week) and are expected to continue for a temporary or indefinite period of time. Intern employees are not eligible for vacation and holiday benefits; however, are eligible for sick leave as described later in this Handbook.

4.Temporary/Seasonal Employees

Defined as an employee who is hired to perform a specific task or to be employed for a temporary period of time. Regular temporary employees are limited to six months on the job for full time employment or 1,000 hours or 125 days in a fiscal year. They are not

eligible for vacation and holiday benefits; however, are eligible for sick leave as described later in this Handbook.

5. Extended Temporary/Seasonal Employees

Extended Temporary/Seasonal Employees are those that exceed 1,000 hours of service. They are not eligible for vacation benefits; however, are eligible for sick leave as described later in this Handbook, plus:

- Enrollment in the CalPERS system, or payment into the system if already a member, with the Agency paying the employer portion.
- Receives prorated amount dependent on regularly scheduled hours worked of cafeteria plan allotment towards CalPERS Health. (Please reference the Agency's current health plan documents).
- Receives regular paid holidays (or paid time and a half when required to work the holiday) as they fall within their service period.

If the employee is rehired within one (1) year of separation, the sick leave accrued at time of separation will be reinstated.

6. Exempt/Non-Exempt Employee

Employees whose jobs are governed by the FLSA are either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay. Exempt employees are not. Most employees covered by the FLSA are non-exempt. Some jobs are classified as exempt by definition. Per the Department of Labor, exempt or non-exempt designation depends on (a) salary, (b) primary duties, and (c) discretion and independent judgment.

The requirements to determine this status are outlined in the FLSA Regulations (promulgated by the U.S. Department of Labor). See Human Resources if you have questions.

G. Rehired Employees

Employees who are rehired following a break in service in excess of one (1) year, other than an approved leave of absence, must serve another initial appraisal process, whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their re-employment for all purposes, including the purposes of measuring benefits.

H. Promotions

It is the Agency's intent to promote from within whenever possible. However, it is in the Agency's best interest to fill all positions with the best qualified individual. When opportunities occur within the organization, promotions and transfers will be based upon an employee's qualifications and performance.

I. Hours of Work

Full-time, non-management employees shall work eight hours per day Monday through Friday or an approved alternate work schedule. Exempt designated management employees shall work the hours necessary to complete their work. Part-time employee schedules shall be subject to approval of their Manager.

Agency offices shall be staffed and open to the public (except in extenuating circumstances) from 8:00 a.m. to 5:00 p.m. excluding the noon to 1:00 lunch hour. Normal hours worked are between the hours of 7:00 a.m. to 5:30 p.m. Changes in hours of work are subject to management approval.

For all employees the minimum increment of leave is 15 minutes. On select occasions scheduled paid time off will be allowed to be made up (if less than one day) by working additional hours only during the week the time was taken, if deemed necessary due to work necessities, with the prior approval of your manager.

The Agency follows FLSA laws when it comes to paying employees. California Wage and Hour Orders do not apply to the Agency as we are a public entity.

J. 9/80 Alternative Work Schedule

The 9/80 work schedule for full time (40 hours a week) employees consists of eight 9-hour days and one 8-hour day, with one day off every other week. A 9/80 alternate work schedule has a 30-minute or one-hour meal period. For all employees working a 9/80 schedule their workweek shall begin exactly four hours into their 8-hour shift on the day of the week that constitutes their alternative regular day off (RDO).

A 9/80 work schedule is available to full time employees that work 40 hours a week as long as the requested schedule supports the needs of the Agency, provides a high level of accessibility and service to the public, supports efficient and effective department operations, does not increase overtime or Agency costs, ensures adequate employee coverage, does not negatively impact services or reduce service to the public and creates a desirable work environment for employees.

The Regular Day Off (RDO) for a 9/80 work schedule shall be an 8-hour day and can be scheduled to occur on either Monday or Friday. The RDO must be the same day of the week as the employee's 8-hour work day that occurs in the preceding and subsequent work weeks (e.g. if the employee's RDO is each alternate Friday, then the employee shall be scheduled to work eight (8) hours the preceding and subsequent Friday).

An employee may request either a Monday or Friday as a RDO. Management will make the final decision on a RDO based on business necessity.

For more information please see the Agency Workweek Schedule Policy and Procedure document.

K. Overtime

Commented [SW2]: Language added

Non-exempt employees working beyond forty hours per work week shall be paid one and one-half times the regular hourly rate of pay for the overtime worked.

If the employee chooses, compensatory time-off may be given to non-exempt employees at a rate of one-and-one half (1 1/2) hours for each hour of overtime in lieu of payment. By law, you must request in writing your desire for compensatory time off in lieu of overtime monies. If you wish to take compensatory time, a written request for the time off must be submitted and approved by your manager in advance of the time requested. Compensatory time for non-exempt employees must be taken within ninety (90 days) following the date on which the overtime was worked.

Overtime must be approved in advance by a management employee. Non-approved overtime will be paid, but may subject the employee to disciplinary procedures.

1. Time Worked

You must record all time worked on your weekly time sheet, including time worked over your normal schedule.

2. Overtime

Overtime pay is calculated at one-and-one-half the regular rate of pay for all actual hours worked over forty (40) hours in one work week. Overtime calculations are based on actual hours worked and do not include paid holidays, paid sick days, and paid vacations.

3. Holidays Worked

Non-exempt employees who work on an organization-recognized holiday shall be paid their straight-time rate of pay for hours actually worked on the holiday. Unused holiday time will be carried at straight time and should be used within 30 days. With the exception of Extended Temporary/Seasonal Employees who are required to work holidays and whose job descriptions state they will be paid time and a half for holidays.

L. Compensation

SCWA employees, except the Streamkeeper and the General Manager, are in job classifications with five step salary increments. The steps are in increments of five percent. Written performance evaluations are done annually in February. Based on the results of the performance evaluation, employees are eligible for a salary adjustment. Salary adjustments can be made in whole steps or partial steps. Once an employee reaches the top step of a classification, the employee is not eligible for salary increases, but annual performance evaluations are still given and merit bonuses can be granted by the General Manager.

Salary increases for the Streamkeeper are decided by the Lower Putah Creek Coordinating Committee. Salary increases for the General Manager are determined by the Board of Directors in conformance with the General Manager's employment contract.

Positions where a Class A California Drivers License benefits the Agency, as determined by the General Manager, are eligible for a 5% pay differential if they possess a Class A California Driver's License. Proof of a current license must be provided.

At the discretion of the Board of Directors, the Board can grant cost of living adjustments to Agency employees. Cost of living adjustments are usually effective in July.

For new hires, factors considered in establishing the compensation step are education, previous work experience, grade level, and other relevant factors.

For existing employees, adjustments to your base rate of pay generally occur as a result of a performance appraisal, a promotion, or a significant increase or decrease in job responsibilities as well as business circumstances and other relevant factors.

M. Attendance

The Agency relies on you to routinely interact with other staff, agency affiliates, vendors, and the general public to effectively meet Agency objectives. Good attendance is essential to providing these objectives and is an indicator of effective employee performance.

It is recognized that you will have periodic absences for illness or personal matters, but recurring and excessive absences and/or tardiness adversely affects productivity, morale, work flow, and service and directly impacts the Agency's ability to meet its challenging goals.

The professionalism that you bring to your position and the Agency is valued and it is anticipated that you will manage your own good attendance. There are occasions, however, when attendance guidelines are beneficial and necessary to direct employees and managers.

The guidelines are intended to be straightforward and concise. They are subject to management discretion and allow for flexibility in addressing individual attendance situations. Your manager will consider State and Federal laws, family and medical leave issues, the demands of different work units, the Agency's policy, your performance, your attendance history, and individual circumstances when assessing appropriate steps to correct attendance problems.

The Agency intends to maintain a positive environment that supports its goals while recognizing individual needs and circumstances. If attendance issues arise, please speak with your manager who can discuss the impact of your attendance on the Agency's goals and your individual performance. Please note that it is your responsibility, however, to understand the guidelines listed in Section IV.B. Employee Relations, Attendance Policy of this Handbook.

If you fail to report to work for three consecutive workdays without notice or approval by your manager, the Agency may consider that you have abandoned your job and your employment may be terminated.

N. Job Abandonment

A constructive resignation occurs and is effective when an employee has been absent from duty for three (3) or more consecutive working days without authorized leave. The Agency may consider that a constructive resignation has occurred due to the absence, or that the absence provides a reasonable basis for believing that the employee has abandoned the job.

At minimum, one (1) phone call in an attempt to speak with the employee will occur. A voice message may be left for the employee.

After being absent for three consecutive working days, a written notice will be sent via U.S.P.S. Priority Mail to the employee. If known, a notice may also be sent to the employee's personal e-mail address. The employee will be given written notice, at employee's address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for employee's unauthorized absence. The employee will be provided five (5) calendar days to respond, in writing, why employee's employment with the Agency should not be terminated due to job abandonment, or can arrange for an appointment with the General Manager or designee before final action is taken to explain the unauthorized absence and failure of timely notification. The decision of the General Manager is final.

O. Rest and Meal Periods

Employees are encouraged to take a 15-minute break rest period for every four hours you work in order to "break" up the day and as a relief from office routine and tension. You are free to retire to the lunchroom, exit the building for a quick walk, or just sit outside.

Employees working five (5) hours or more will be allowed an uncompensated meal period of not less than thirty (30) minutes, nor more than one (1) hour, scheduled approximately at the midpoint of a full work shift. Employees working 5 hours or more are required to take at least a 30-minute lunch break. An exception could be made if you were working less than 8 hours/day (i.e., six hours) and requested that you not be required to take a lunch break. Under these circumstances, please get approval from your manager.

If you work over ten (10) hours in a day, you are entitled to a second meal period of at least 30 minutes that must start before the end of the tenth hour of your shift. You can agree with your manager to waive the second meal break if you do not work more than 12 hours and you did not waive your first meal period.

P. Performance Evaluations

Employees are typically evaluated annually by their manager in February. The manager's evaluations shall be in writing and be shared with the employee. Evaluations shall be kept in the employee's confidential employment file in the General Managers office. Such evaluations shall be the basis for salary increases within the specified salary range for the employee's classification.

A performance appraisal will be used to inform you of your performance during a review period and set new goals for the coming year. It will also be used to determine the appropriateness of a salary adjustment within the established guidelines for the current salary level and job classification. The rating received, combined with current pay level, will determine the percent of salary increase, if any.

Q. Access to Personnel Records

Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

1. Persons Other Than the Employee

Other employees of the Agency may have access to personnel files only if they have a "need to know". This means access is limited to:

- ✓ Administrative staff as they need access in the course of their normal duties;
- ✓ Management considering an employee for promotion or transfer; and
- ✓ Others only as specifically authorized by the General Manager.

Non-employees may not, except with specific authorization, have access to the file themselves. Generally, such access will be granted only upon advice of counsel.

2. The Employee

You may inspect your own personnel file in the presence of the General Manager or designee. You may designate a representative to inspect/receive a copy of your personnel file with a written and signed request form.

R. Post Offer Pre-Employment Medical Examinations

Post Offer pre-employment medical examinations will be required for all Agency employees. Job announcements shall state that such an examination is required for employment.

The Agency has contracted with North Bay Healthcare to perform our pre-employment medical examinations. Based on the job description and essential job functions of the position, a set of appropriate medical tests will be performed.

Employment shall be contingent upon final approval of the test results. The Agency will pay the cost of the pre-employment physical examination.

SECTION II – PAYROLL ADMINISTRATION

A. Payroll Records

The Agency will maintain payroll records as required by law, and by the Agency's document retention policy. Each employee is responsible for reviewing each payroll record for accuracy, and promptly notifying the Agency of any errors. The employee will reimburse the Agency for any overpayment.

B. Work Period

The work period for all employees will be as defined by the Agency in accordance with state and federal laws. The Agency may establish work schedules that vary employees' workday and hours according to the best interests of the Agency.

The standard work week is defined as any consecutive seven-day period beginning at 12:01 a.m. on Sunday and ends at 12:00 a.m. (midnight) on the following Sunday.

C. Pay Day

The date of payment will be per the Agency's published yearly pay date schedule. Under no circumstances may wages be paid in advance of earning.

D. Timesheets

Employees are required to fill out a biweekly timesheet indicating hours worked by project. Completed timesheets are to be turned in to your manager or supervisor for approval on a biweekly basis.

Any leave hours used are to be indicated on the timesheet and a running balance for leave status is calculated at the end of each biweekly period.

Timesheets are to be completed and given to your supervisor or manager for approval on Mondays. Payroll is submitted to an outside payroll service on Tuesdays. Employees have the option of being paid by either direct deposit to their designated banking institution or by check.

E. Payroll Deductions

Every employee is required to complete a W-4 (federal tax withholding) and a DE-4 (California tax withholding) upon hire. Employees may change their W-4 or DE-4 withholdings at any time throughout the year.

F. Changing Your Employee Information

Your current address and phone number are essential for many purposes. These changes should be noted in writing or via email as soon as possible to admin staff. You are solely

responsible to notify the admin staff of changes in your personal status including, but not limited to: name, address, telephone number, marital status, number of eligible family members for medical and dental (dependents under 26), tax payroll deductions, emergency contact information, and change to deferred compensation.

G. Deferred Compensation

To make changes to your deferred compensation 457B plan please make your request in writing or by email to the admin staff.

SECTION III – EMPLOYEE BENEFITS

A. Introduction

Our Agency has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the Agency. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The Agency reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

B. Cafeteria Plan Medical Benefits

The Agency offers a Cafeteria Plan for employee medical benefits to all eligible employees. The Cafeteria Plan provides an amount of funds as determined annually by the Board of Directors that is available to pay for costs of medical plans available to Agency employees. Twenty-five percent of any unused portion of the Cafeteria Plan funds at the end of each calendar year is paid to the employee. This payment is considered taxable income. If an employee elects to waive medical plan coverage, the employee must submit proof of medical coverage elsewhere.

Medical insurance coverage is available for both full-time employees and their eligible dependents. The Agency pays the medical insurance premiums monthly. These monthly amounts are subsequently deducted from available funds in the employee's cafeteria plan.

The Agency has contracted with CalPERS for medical insurance. CalPERS offers several health maintenance organizations (HMOs) and Preferred Provider (PPOs) plans. Some plans may not provide service where you live, making that plan unavailable to you. You should visit the CalPERS website to help you choose the right plan. Once you have decided which plan is best for you, please fill out the CalPERS Health Benefits Plan Enrollment Form and turn in to the admin department.

CalPERS offers an annual Open Enrollment period. You may change your choice of health plans for you and your family during this open enrollment period.

The Agency offers medical insurance for retirees. The amount of the cost of retiree medical insurance the Agency pays is based upon a formula specified in the Agency contract with CalPERS. Our contract with CalPERS Health insurance began in 1990. The Agency's contribution for each retiree or annuitant began at \$1.00 per month in 1990 regardless of when the employee started working for the Agency. Thereafter, the Agency's monthly contribution increases annually by 5% of the monthly contribution for active employees, until such time as the contributions are equal. Effective January 1, 2008, in response to a new state law, CalPERS changed the formula such that the monthly contribution for retirees is annually increased to equal an amount not less than the number

of years that the Agency has been a part of CalPERS Health (since 1990) multiplied by 5% of the current monthly employer contribution for employees, until the time that the employer contribution for a retiree equals the employer contribution paid for employees. This annual adjustment shall not exceed \$100 per month.

I. COBRA

Commented [SW3]: Language added

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members by allowing them to continue their group health insurance under the employer's plan at affordable group rates. Employees are notified at hiring of their rights under this law and it is the employee's responsibility to notify the Agency of any qualifying event (defined below) within 60 days of the event. Specifics of COBRA include:

a. Qualifications

Any employee/eligible family member who loses regular group eligibility because of a qualifying event is eligible for enrollment under COBRA.

b. Qualifying Event

Qualifying event is defined by COBRA regulations and includes loss of coverage due to: termination of employment; reduction of hours; death of employee; employee's Medicare entitlement; divorce or legal separation; child ceasing to be eligible; bankruptcy of employer; and expiration of leave criteria. It is the employee's or eligible family member's responsibility to inform the Agency within 60 days when a qualifying event takes place.

c. Cost

The employee/eligible family member must pay a full monthly premium for each coverage selected plus a 2% administrative charge.

C. Dental Insurance

The Agency has contracted with Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) for dental insurance. The Agency's contract with ACWA is non-voluntary; therefore, it requires both new employees and their eligible dependents join the ACWA/JPIA dental plan. The ACWA/JPIA has contracted with Delta Dental for dental insurance. The Agency pays the full cost of dental insurance for employees and their eligible dependents.

Dental Insurance is not covered into retirement. However, COBRA continuation is available for retirees. COBRA is a means for a retiree to continue dental coverage at 110% of the Agency premiums.

D. Short and Long-Term Disability Insurance

Short and Long-Term Disability will pay a portion of your current wages should you become disabled and are unable to perform your normal work duties. There is a 14-day waiting period for short-term Disability and a 180-day waiting period for long-term disability. The Agency has contracted with the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA /PIA) for disability insurance. The Agency's contract with ACWA/JPIA is non-voluntary; therefore, it requires new employees to join the ACWA/JPIA disability insurance plan. The Agency pays the full cost of disability insurance for the employee.

New employees are not required to complete any medical history form. There are exclusions and limitations to the disability insurance coverage. Please refer to your Standard Insurance Company Group Short and Long-Term Disability Insurance Certificate for a detailed explanation of exclusions and limitations.

E. Long-Term Care Insurance

Long-term care is different from the rest of your health care, and it is not covered under health care policies or Medicare. Traditional health insurance typically covers doctors' fees and services aimed at curing illness or improving health and include only very limited skilled nursing and home care. Long-term care coverage is designed to pay for non-medical services like home care or nursing home care, which promote wellbeing and one's ability to care for oneself. The Agency contracts with CalPERS for long-term care insurance. The Agency pays the full cost of long-term care for the employee (not spouses or dependents) insurance up to \$800 per year.

F. Workers' Compensation Program

The Agency provides workers' compensation coverage. This coverage protects you if you are injured or disabled on the job. It also provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work related injuries. Compensation payments begin from the first day of your hospitalization or after the third day following the injury if you are not hospitalized.

The cost of this coverage is completely paid for by the Agency. Accumulated sick leave may be used for the three-day waiting period, and to bring the employee's compensation up to, but not greater than, the employee's regular gross pay, at the discretion of the General Manager.

If you are injured while working, you must immediately report such injuries to your manager, or another manager, regardless of how minor the injury might be. If you have any questions regarding this workers' compensation coverage, you should contact your manager. Workers' Compensation leave will run concurrently with other appropriate leaves such as Family Leave.

G. California Public Employees Retirement System (CalPERS)

Commented [SW4]: Language added for "New" PEPRAs employees

The Agency is a member of the California Public Employees' Retirement System (CalPERS). Rather than Social Security, the Agency offers to its eligible full-time employees a retirement plan under CalPERS. Due to changes in the law, effective January 1, 2013, (PEPRA), the Agency will have two tiers of employees: 1) Classic Member - those employed/hired before January 1, 2013 and 2) New Member - those employed/hired on January 1, 2013, and after.

1. Persons Eligible: Regular full-time employees, part-time employees reaching minimum hour requirement, and employees that are already CalPERS member.

2. Waiting Period: Eligible from the first day of employment.

3. Employee Contribution:

Classic Members: The Agency pays the employee portion of pension.

New Members: The employee pays the designated employee 50% of normal cost portion of pension as determined yearly by CalPERS.

4. Employer Contribution:

Classic Members: The Agency pays the employer portion of pension.

New Members: The Agency pays the designated employer portion of pension as determined yearly by CalPERS.

5. Vesting Provisions: You become vested after completion of five (5) years of public service, be it with the Agency or another public employer who participated in CalPERS. Vesting means funds may be left on deposit for future retirement. Should you leave the Agency and wish to withdraw your employee contributions, you may request a refund from CalPERS.

6. Benefits Provided: The classic member retirement formula is 2% at age 55 using the final average monthly pay rate for the highest 12 consecutive months of work. The new member retirement formula is 2% at age 62 using the final average monthly pay rate for the highest 36 consecutive months.

There is no mandatory retirement age. Once eligible for retirement, your retirement date can be any date you choose; however, the amount of the monthly allowance can be affected. Your age determines your benefit factor used in the retirement formula. So, you may decide to retire on your birthday or at a completed quarter year of age to increase the benefit factor. CalPERS will calculate the retirement benefits based on three factors: (1) years of service, (2) a percentage factor determined by your age at retirement, and (3) the retirement formula average monthly pay rate factor.

✓Third Level of 1959 Survivor Benefits: This benefit provides a monthly allowance to survivors of a member who die prior to retirement. The benefit is paid in addition to the Basic Death Benefit but would be reduced by the amount of the Industrial Death Benefit, if payable.

7. Planning: Employees nearing retirement are urged to avail themselves of the retirement pre-counseling, planning, and classes available to them by CalPERS. CalPERS requires at least 90 days' notice in advance of planned retirement (as does Social Security for any previous services).

H. Tax Deferred Compensation Program

Commented [SW5]: Language added

The Agency provides the opportunity for all employees to enroll in a payroll tax deferral plan called, "Deferred Compensation 457". All contributions to this plan are made by the employee on a voluntary basis. The Agency does not have a matching contribution. Contributions are made by payroll deduction. Such amounts deducted are not included currently in your taxable income.

1. Tax Benefit

Compensation deferred under the plan, together with all earnings (interest) on such contributions, are subject to Federal and State income taxes only in the year in which such amounts are paid or made available to you or your beneficiary.

2. Contribution Limits

You may contribute into the plan the maximum allowed by law. These amounts may be lower if you participate in more than one deferred compensation program (employees who do should consult their tax advisor). There is an "Age 50 Catch-up" contribution that allows participants who are age 50 or older at the end of the current tax year to contribute more. Additionally, during the last three years before you reach normal retirement age under the plan, you may be eligible to contribute more. If you think you may be eligible for this catch-up contribution provision, you should contact Accounting.

5. Investment Options

You can choose among several different investment options, including high interest, money market, stock, bond, balanced, or a combination of these.

I. Education and Training

Professional Courses and Specific Job-Related Courses

Professional and job-related course tuition, required text, and exam fee expenses will be pre-paid upon approval by the General Manager.

Professional Seminars/Conferences Attended During Agency Time

Professional job-related seminar/conference fees, text, transportation, lodging and meals will be pre-paid upon approval by the General Manager.

J. Paid Leave

Vacation

Employees shall receive fifteen (15) working days or 120 hours of vacation leave annually with full pay for the first three years of service, and twenty (20) working days or 240 hours of vacation leave annually with full pay thereafter. Vacation leave shall be accrued biweekly. Unused vacation may not be accumulated in excess of forty (40) days or 320 hours. Any accumulated vacation leave not used will be paid if employment is terminated. Use of vacation leave is subject to approval of the General Manager. If an employee works less than full time (less than 30 hours per week), accrual of vacation is reduced proportionately.

Employees have the option of annually foregoing up to ten working days or 80 hours of accumulated vacation leave and being paid an amount equivalent to that amount of vacation days foregone. Employees must use at least (ten) 10 days of vacation during the previous 12 months to be eligible for this benefit.

Management Leave

Commented [SW6]: Previously named Administrative Leave

On January 1 management and supervisory employees will accrue six (6) days or 48 hours of management leave. Management leave must be taken in the calendar year in which it is accrued or it is lost. Any unused management leave will be paid if employment is terminated. Management leave shall be pro-rated if an employee starts work on a date other than January 1 for the first year of employment. If an employee works less than full time (less than 30 hours per week), accrual of management leave is reduced proportionately.

Holidays

Employees shall have the following paid holidays:

- ✓ January 1st - New Years day
- ✓ 3rd Monday in January - Martin Luther King's Birthday
- ✓ February 12th - Lincoln's Birthday
- ✓ 3rd Monday in February - Washington's Birthday
- ✓ Last Monday in May - Memorial Day
- ✓ July 4th - Independence Day
- ✓ First Monday in September - Labor Day
- ✓ Second Monday in October - Columbus Day
- ✓ November 11th - Veteran's Day
- ✓ Thanksgiving Day and the Friday after Thanksgiving - As designated by the President or Governor
- ✓ December 25th - Christmas Day
- ✓ Last working day before Christmas Day or the last working day before New Years Day
- ✓ Special or limited Holidays appointed by the President or Governor

When a paid holiday falls on a Saturday, the proceeding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

When computing overtime pay, you do not receive credit for hours worked on holidays that are not actually worked.

Employees on unpaid leave of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.

Sick Leave

Commented [SW7]: Language added for CA sick leave law

Sick leave is a form of insurance that employees accumulate in order to minimize the economic hardships that may result from out of the ordinary, unexpected, or emergency need to take time off, such as illness or injury to employees or their immediate family members. Immediate family for sick leave purposes is defined as a spouse, child, parent, or domestic partner. Time off for medical and dental appointments will be treated as sick leave. Sick leave is not intended to be used in lieu of vacation.

The Agency offers paid sick leave to regular full-time employees at the rate of one (1) day or 8 hours per calendar month, accrued biweekly. This time off can be carried over indefinitely. Accumulated sick leave shall be cancelled upon termination of service, provided, however, that upon retirement or death while employed, the employee or the employee's designated beneficiary will be paid for one half (1/2) accumulated sick leave. Additionally, CalPERS mandates that unused sick leave at retirement be converted to retirement service credit. If an employee works less than full time (less than 30 hours per week), accrual of sick leave is reduced proportionately.

Part-Time Regular Employees, Temporary Employees, Paid Interns, and Extended Temporary/Seasonal Employees will accrue sick leave at 1 hour for every 30 hours worked per California State law. These employees receive a maximum of 24 hours of sick leave a year. Upon hire, there is a 90-day waiting period to use accrued sick leave. If employment changes to full time status the employee may bring over any unused sick leave (at a maximum of 24 hours) into their new accrual explained in the paragraph above.

For all staff, it is expected that appointments be arranged around your workload and your department's needs.

Abusive or excessive use of sick leave may result in disciplinary action, up to and including termination.

If you are unable to report to work due to unscheduled paid time off, you must contact your manager as soon as possible but no later than two hours after your normal starting time. A phone call or email is acceptable providing you receive a response back from your manager acknowledging your absence. If your manager is unavailable, you should contact any other available manager. If you become sick during the day, you must notify your manager, or if unavailable, any other manager before leaving the office.

If you have exhausted all paid time off credits and cannot report to work, you may be terminated at the discretion of the Agency.

Sick leave is required to be used for the three (3) days waiting period of a workers' compensation claim.

Bereavement Leave

Employees shall be entitled to five (5) days of bereavement leave with pay upon the death of a member of the employee's immediate family. For the purposes of bereavement leave this immediate family is defined as follows: Spouse or domestic partner, son, daughter, brother, sister, brother-in-law, sister-in-law, mother, father, mother-in-law, father-in-law, and grandparents. Additional unpaid time off in the form of a personal leave of absence may be granted for special circumstances with the General Manager's approval.

Jury and Witness Duty

Commented [SW8]: Directions/Language added

When called for jury duty, an employee will be given a paid leave of absence for the duration of said jury duty. Said leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. If the employee elects to be paid for time spent on jury duty, the employee shall waive any payment by the Court for serving as a juror except for any reimbursement for actual expenses such as mileage. At the beginning of your jury duty service you will be instructed to fill out a Government Waiver Form that will stop the jury payment. Once this form is filled out, you will return one slip to the jury staff and keep the pink carbon copy to turn into the Agency. If your service lasts more than two days a one-time Juror History Report must be provided to the Agency at the end of your service. The time spent on jury duty is not hours worked for purposes of calculating overtime compensation. Employees that serve on a jury during a scheduled day off shall not receive salary reimbursement.

If required by law to appear in court as a witness, you may be given paid time off up to a maximum of three (3) days per year for such purpose, provided that you provide the Agency with reasonable advance notice and proof of such court order.

Make arrangements with your manager as soon as you receive your summons and put it on the Agency Outlook calendar.

Military Leave

A military leave, in accordance with Federal law, will be granted to those employees of a reserve component of the Armed Forces of the United States or National Guard.

If regular, full-time employees are called to active military duty training as members of the Armed Forces, Reserves, or National Guard, they will be assured full pay for military leaves for up to ten (10) working days per calendar year provided that they are regular, full-time employees; ordered for purposes of military training, encampment, naval cruises, special exercises or like activity; they shall be entitled to receive the difference between their regular rate of pay and the military rate of pay for the first 30 calendar days of any such absence.

If regular, full-time employees are called to active duty during national or state emergencies, as members of the Armed Forces, Reserves, or National Guards, they shall be entitled to receive the difference between their regular rate of pay and their military rate of pay for the duration of their active duty call.

Military orders should be presented to the General Manager and arrangements for leave made as early as possible before departure.

Should you either voluntarily or involuntarily leave your employment to serve in the Armed Forces, you shall be entitled to reinstatement according to State and Federal law in effect at the time of your release from active service. No one in this category should be denied re-employment without the Agency first consulting legal counsel.

Family Military Leave

An employee who works an average of 20 or more hours per week whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves that have been deployed during a period of military conflict are eligible for up to ten (10) unpaid days off when their spouse is on leave from military deployment. Employees must request this leave in writing to the General Manager within two (2) business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

Time Off To Vote

In accordance with state law, employees are eligible for paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote. The intent of the law is to provide an opportunity to vote to workers who would not be able to do so because of their jobs.

Subject to the conditions above, an employee may take up to two (2) hours off of work to vote in a statewide election, without any loss of pay, if the employee is scheduled to work during voting hours (typically 7 am to 8 pm). In general, a "statewide election" is defined as one in which all voters in the state have an opportunity to vote on at least one common race or issue. An employee is entitled to take as much time as actually needed to vote, but only up to two (2) hours of that time will be paid.

Time off for voting may be taken only at the beginning or end of the employee's regular work shift, unless other arrangements are approved in advance by the General Manager. If the employee needs time off to vote, the employee must notify his/her Department Manager at least two working days prior to the election. The employee must note on the employee's time card the time approved for voting purposes.

Time off for Victims of Violent Crimes or Domestic Abuse

A. In accordance with state law, any Agency employee who is a victim of domestic

violence or sexual assault is entitled to take time off from work to seek relief (such as a temporary restraining order) or other assistance to help safeguard the health, safety, or welfare of the employee and/or his/her child. The employee must provide reasonable advance notice of the intent to take leave for this reason, unless advance notice is not feasible.

B. Leave for this purpose is unpaid, though an employee may choose to use any available accrued paid leave.

Civil Air Patrol Leave

An employee who is a voluntary member of the California Wing of the Civil Air Patrol will be permitted no less than ten (10) days of unpaid leave per calendar year in order to respond to an emergency operational mission as defined by state law.

In order to qualify for leave under this policy, an employee volunteer member must be employed by the Agency for at least 90 days immediately preceding the commencement of leave. The employee must give the Agency as much notice as is possible of the intended leave dates. Leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the Agency.

The Agency may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility for leave. The agency reserves the right to deny the leave request if the employee fails to provide the required certification.

Upon expiration of the leave, the agency will restore the employee to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to use of leave under this policy.

This policy does not apply to employees who serve as first responders or disaster service workers for a local, state, or federal agency to the same or a simultaneous emergency operational mission.

Employees may substitute accrued vacation for unpaid leave, but are not required to exhaust accrued leave prior to taking leave under this policy.

Paternity/Maternity Leave

Employees shall be entitled to five (5) days or 80 hours of leave with pay upon the birth of the employee's child. This leave must be used within the child's first year of life. If not taken, this leave is lost.

Sick leave or other accrued leave, if any, may be used as extended paternity/maternity leave.

The Agency provides a Family Care Leave which provides certain employees with up to 12 weeks of unpaid, job-protected leave per year (See Appendix A).

K. Unpaid Time Off

Time off without pay shall be granted subject to approval of the General Manager.

Several types of unpaid leaves of absence are available to eligible employees under the Agency's policies. The types of leaves that are available include family (includes medical), and military.

1. Summary of Rules

A summary of the rules and restrictions applicable to leaves of absence is provided below:

- a. Unpaid status: All leaves of absence are provided on an unpaid basis.
- b. Returning from Leave of Absence: When you are placed on pregnancy disability, family or military leaves of absence, the Agency guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless the position has been laid off, eliminated from the Agency's classification system, or it would substantially undermine the Agency's authority to operate the business safely and efficiently.
- c. When you are placed on a personal leave of absence, an effort will be made to hold your position open for the period of the approved leave. However, the Agency will not guarantee reinstatement after a personal leave of absence.
- d. The Agency will attempt to reasonably accommodate employees who are released for partial or modified duty by their treating physician.
- e. Vacation and Sick Leave Benefits: The period that you are on a leave of absence is not considered time worked for purposes of determining eligibility for or the amount of certain benefits, such as vacation and sick benefits. When you return from a leave of absence, the eligibility and accrual dates will be adjusted forward to reflect the period of the leave.
- f. Holiday Benefits: If a paid holiday falls during the period you are on unpaid leave of absence, you will not be eligible for the holiday pay.
- g. Health Insurance: Health Insurance: You will be required to pay for the entire cost of group health insurance for (1) the period of any family medical leave or other mandated leave of absence beyond the end of the third calendar month following the month in which the leave begins, and (2) for the entire period of any personal leave beyond the end of the calendar month in which the leave begins. This will be offered through COBRA and you are requested to notify Accounting and make arrangements for all necessary payments before your leave commences.
- h. Misrepresentations: Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

2. Family Care Leave

Although the Agency has less than 50 employees and is not required to provide family and medical leave under either the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), it will grant eligible employees family care leave consistent with the benefit provisions of the FMLA and CFRA, and this policy. If, at any time, the Agency employs 50 or more employees, this policy will also govern leave procedures under the FMLA and CFRA. The Family Care Leave policy may be found at Appendix A.

3. Pregnancy Disability Leave (PDL)

Temporary Disability

A pregnant employee will be allowed to be absent for the period during which, in the opinion of her attending physician and, where necessary, an Agency designated physician, she is temporarily disabled because of pregnancy, childbirth or a related medical condition.

When an employee is disabled due to pregnancy, the employee will furnish the Agency a certification from her health care provider. The certification must include a statement that the employee is disabled due to pregnancy, the date on which the employee became disabled due to pregnancy, the probable duration of the period or periods of disability, and an explanatory statement that, due to disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

Time of Request Leave

When an employee's leave is foreseeable and at least 30 days' notice has been provided, and if a medical certification is requested, the employee must provide it before the leave begins.

When this is not possible, the employee must provide the requested certification to the Agency within the time frame requested by the Agency (at least 15 calendar days), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

An employee is eligible for Pregnancy Disability Leave upon commencement of employment. There is no length-of-service requirement for Pregnancy Disability Leave.

Compensation During Leave

Pregnancy Disability Leave is without pay. However, the employee may use accrued paid leave or any other accrued paid time. Pregnancy Disability Leave will be treated as any other disability leave and may entitle the employee to short-term / long-term disability benefits or additional unpaid leave requested by the employee and granted by the General Manager.

Benefits During Leave

In accordance with the State of California's Pregnancy Disability Leave law, an employee on Pregnancy Disability Leave is entitled to up to four months (17 1/3 weeks) of job-protected leave for the time that the employee is disabled due to pregnancy and/or childbirth. Pregnancy Disability Leave does not need to be taken in one continuous period of time.

If the employee is disabled by pregnancy, coverage will continue for up to four months for each pregnancy (as opposed to each leave year).

While on Pregnancy Disability Leave, the employee is entitled to continued coverage in the Agency's group health insurance and supplemental policies to the same extent as when the employee was working. As such, in order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the Agency directly. The Agency may recover premiums it paid to maintain health coverage, if an employee does not return to work following Pregnancy Disability Leave.

Paid Leave does not accrue while an employee is on unpaid Pregnancy Disability Leave.

Whenever an employee is also receiving Family Care leave under Agency policy, Pregnancy Disability Leave and Family Care leave will run concurrently. When an employee is eligible for Family Care Leave under the Agency's policy, terms and conditions of the Family Care Leave policy also apply to the taking of Pregnancy Disability Leave.

Part-time employees are eligible for leave on a pro rata basis.

Reinstatement

Upon the expiration of Pregnancy Disability Leave and the Agency's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.

If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar as the employee's original position in terms of job content, status, pay, promotional opportunities, and geographic location.

If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the Agency will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.

An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

Lactation

In accordance with California Labor Code section 1030, the Agency will provide a

reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time, if possible, will run concurrently with the employee's regular break time.

In accordance with California Labor Code section 1031, the Agency will make all reasonable efforts to provide the employee with the use of a room or other location, other than the restroom, in close proximity to the employee's work area, for the employee to express milk in private.

4. Wage Replacement During Leave

If the employee is receiving benefits from a paid disability plan such as Worker's Compensation or provided supplemental disability insurance, the employee may use sick pay to supplement partial wage replacement benefits as long as the employee does not receive more than he/she would normally earn at work. If sick pay has been exhausted the employee may use vacation pay to supplement partial wage replacement benefits as long as the employee does not receive more than he/she would normally earn at work.

- If the employee is on PDL leave, the employee can use sick leave. If sick leave has been exhausted, the employee can request use of vacation pay.
- If the employee is on FML for baby bonding by mother after delivery, employee can use sick leave and then vacation leave if the employee is not receiving any paid leave. If the employee is receiving paid leave, the employee can use sick leave and then vacation leave to supplement paid leave.
- If the employee is on FML for baby bonding by father of child, the employee can use sick leave. If sick leave has been exhausted, the employee can request use of vacation pay.
- If the employee is on FML for employee's own illness or injury and not receiving payments from a paid disability plan, the employee can use sick leave. If sick leave is exhausted, the employee can use vacation leave.
- If the employee is on FML for care of a family member, the employee can use sick leave. If sick leave is exhausted, the employee can use vacation leave.
- All requests for wage replacement must be made in writing (email is acceptable) to Administration before the close of the relevant pay period(s).

5. School Activity Leave

Any employee who is the parent or guardian of a child in kindergarten through grade 12 may request up to 40 hours off per school year for the purpose of participating in school activities. This time will be unpaid unless you choose to use vacation or compensatory time off for this purpose. You will be limited to no more than eight hours off for this purpose in any one calendar month. Upon request, the Agency reserves the right to require documentation from the school as proof that you participated in the school activity. This request must be made in writing with as much advance notice as possible.

L. Social Security

The Agency is not enrolled in Social Security. The Agency pays for the employers and employees share of the Medicare portion of Social Security.

SECTION IV – EMPLOYEE RELATIONS

A. Standards of Conduct

The following examples are given in order to provide you some guidance concerning unacceptable behavior. If the Agency chooses to correct an employee who engages in unacceptable behavior, the employee may be subject to corrective action up to and including termination. Please note that it is impossible to provide an exhaustive list of behaviors that are not acceptable. The following is therefore intended to simply provide some examples:

- ✓ Poor performance.
- ✓ Using abusive or vulgar language or causing disruption to the work place or to fellow employees or visitors.
- ✓ Unavailability for work, i.e., absenteeism or tardiness.
- ✓ Misuse of the Agency's monies.
- ✓ Conduct non-business activities during working hours.
- ✓ Any action indicating a disrespect or disregard for the Agency, its vendors, suppliers or clients.
- ✓ Release of confidential information about the Agency or its member units.
- ✓ Falsification of forms, records, or reports including, but not limited to, time sheets, employment applications, and member records.
- ✓ Possessing or bringing firearms, weapons, open containers of alcohol, illegal drugs or chemicals on or to the Agency's property.
- ✓ Insubordination, refusing to follow a supervisor's directions, or other disrespectful conduct toward a supervisor.
- ✓ Unauthorized possession or removal of property, records, or other materials that do not belong to you.
- ✓ Smoking in restricted areas.
- ✓ Destroying or willfully damaging the Agency's or another employee's property, records, or other materials.
- ✓ Non-compliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- ✓ Leaving the Agency's property without approval prior to the end of a scheduled work day.

- ✓ Sexual harassment or other unlawful harassment of another employee.
- ✓ Giving false or misleading information during the application and/or selection process.
- ✓ Failure to report involvement in an accident occurring on the Agency's premises, or involving the Agency's equipment, or giving false information in accident or insurance reports.
- ✓ Willful failure to report to supervisor any significant omissions, errors or mistakes or accidental damage affecting work assignment, property or equipment.
- ✓ Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or unauthorized use of or duplication of keys.
- ✓ Reporting to work under the influence of drugs and/or alcohol.
- ✓ Threatening or intimidating other employees or supervisors.
- ✓ Behavior unbecoming an Agency employee; that behavior or action which would adversely prejudice public opinion of the Agency.
- ✓ Failure to immediately report the loss of a California's driver's license due to suspension, withdrawal, forfeiture or confiscation by a court of law or by the California Division of Motor Vehicles. This rule applies only to those employees who must maintain such a license as a condition of their employment.
- ✓ Installing unauthorized software on the Agency's computer system.
- ✓ Misuse of electronic systems (email, internet, fax) per policy.
- ✓ Inability to get along with co-workers, vendors, and/or Board Members.

Since all employees are "at will" employees, the employment relationship may be terminated at any time by either the Agency or the employee with or without cause.

B. Attendance Policy

Attendance and punctuality that is observant of scheduled hours on a regular basis is an essential function of all classifications. The Agency may utilize a system of corrective action, at its sole discretion, in cases of misconduct or unacceptable performance, including absenteeism. The use of such a system does not waive either the Agency's or your right to terminate employment at any time with or without cause. If the number of absences is excessive, you may be subject to corrective action, at the discretion of the Agency, to make you aware of problems and to create an action plan to resolve issues. The attendance policy of the Agency will be followed only to the extent allowed by law and is not meant to circumvent or abrogate any existing provisions of the FEHA, ADA, ADEA, or other state or federal law and/or regulation.

C. The Corrective Process

All Agency employees are at will and may be released from employment at any time for any reason. However, the Agency may choose to engage in a corrective process to address an employee's performance and it may take the form of an informal discussion. If the performance issue continues, a written corrective may then be issued confirming you have been made aware of any problem, that a discussion has taken place and that you understand what must take place for satisfactory resolution. At any time, the Agency may make the decision to terminate employment.

Certain instances of gross misconduct could lead to immediate termination.

D. Grievances

A grievance is an alleged violation of a specific provision of these policies or state or federal laws that adversely affects the employee. The Agency encourages employees that may be experiencing concerns to bring them to the attention of your respective managers or to the General Manager. Please refer to Appendix B for the Agency's Grievance Policy.

E. Alcohol-Drug Free Workplace/Drug and Alcohol Program

The Agency recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its work force and can present a risk to the health and welfare of its employees and members.

In recognition of the Agency's responsibility to maintain a safe work environment and your responsibility to perform safely, the Agency will act to eliminate any substance abuse, which increases the risk of injuries, accidents, or substandard performance. For the purpose of this policy, substance abuse includes the use or possession of illegal drugs, alcohol or, abuse of prescription drugs, which could impair your work performance and/or ability to perform your job safely. It is expected that:

- You shall not be at work, on Agency property, drive a vehicle on Agency business, or operate the Agency's equipment with any amount of alcohol or illegal drugs in your system which would result in a confirmed positive test; shall not use alcohol, possess open containers of alcohol, or use or possess illegal drugs while on duty; and shall not manufacture, distribute, dispense, sell or provide illegal drugs to any person while on duty.
- If the use of a prescription drug combined with the duties of the required job creates an unsafe working condition, this fact shall be reported to your manager prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other actions specified by applicable statutes and regulations.

Reasonable Suspicion Testing

Employees may be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed above. In addition, when any employee has previously been found in violation of these rules, or by the employee's own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or return to Agency employment.

Please refer to the Agency's Drug and Alcohol Policy for further information.

F. Fitness-For-Duty and Return-To-Work Evaluations

The purpose of this policy is to determine an employee's ability to safely perform the essential job tasks of his/her job with or without reasonable accommodation. This policy is not designed or intended to supersede employer requirements under any state or federal law or regulation and will be utilized in accordance with the law.

General guidelines:

- Each employee is responsible for maintaining his/her health in such a way that the employee can perform the essential functions of his/her job with or without reasonable accommodations. If a manager has reason to question the ability of an employee to perform the essential job functions, a Fitness-for-Duty or Return-to-Work Evaluation may be requested.
- To determine the appropriateness of a Fitness-for-Duty or Return-to-Work Evaluation request, management must consult and receive approval from the General Manager.
- Time required by the employee to complete the Fitness-for-Duty / Return-to-Work Evaluation is considered work time. Time off for prescribed treatment (after the evaluation), mandatory or otherwise, will be charged to accrued sick leave and/or vacation time.
- Results of the evaluation will be maintained confidentially to the extent possible and separate from the employee's personnel record.
- If a Fitness-for-Duty / Return-to-Work evaluation is necessary, the employee will be required to be examined by the employee's medical provider or specialist selected by the Agency.
- Failure to attend a Fitness-for-Duty or Return-to-Work Evaluation may lead to disciplinary action, up to and including, termination.

Return-to-Work Program (RTW)

In an effort to minimize serious disability due to on-the-job and off-the-job injuries and illnesses and to reduce workers' compensation costs (if applicable), the Agency has developed an early Return-to-Work program.

This policy is consistent with the Agency's responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities.

Supervisors will assist by directing the employee to appropriate care and assisting proper reporting of the injury or illness while maintaining a positive and constant flow of communication with the injured worker. They will also assist in arranging work which meets "light duty" restrictions, as needed, to reduce lost time. The Agency management staff will work with the workers' compensation carrier (if applicable) and the physician to assist with the assessment of the employee's ability to return to work. Together they will actively encourage the treating physician to release the injured worker to work as soon as possible.

By the joint effort, the Agency will help the injured/ill worker recover at a more rapid rate, gain production for wages paid, minimize the employee's wage loss, and reduce workers' compensation costs.

G. Policy and Complaint Procedure Against Discrimination, Harassment, and Retaliation

The Agency has adopted a Policy and Complaint Procedure Against Harassment, Discrimination and Retaliation. The purpose of this Policy is to: establish a strong commitment to prohibit and prevent discrimination, harassment, and retaliation in employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The Agency encourages all covered individuals to report—as soon as possible—any conduct that is believed to violate this Policy. Please refer to Appendix C for the Agency's Harassment, Discrimination and Retaliation Prevention Policy.

H. Sexual Harassment

Sexual harassment of the Agency's employees, by any person in or from the work environment, is strictly prohibited. Sexual advances include, but are not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

- Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working

environment; or adversely affecting the employee's performance, evaluation, assigned duties, or any other condition of employment or career development.

Sexual harassment also includes any act of retaliation against an employee for reports of violation of this policy or for participating in the investigation of a sexual harassment complaint.

Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; emails that may be inappropriate, offensive, harassing, and/or creating a hostile work environment; and the display in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations. Sexual harassment conduct need not be motivated by sexual desire.

1. Guidelines for the Employee

If you think you are being sexually harassed:

- Say NO! Make it clear to the offender that the behavior is unacceptable to you. The harasser may not realize the advances or behavior are offensive. Sometimes a simple confrontation will end the situation.
- Don't let confusion and self-doubt stop you from speaking out.
- Keep a record of dates, times, places, witnesses and nature of harassment. Such records will be very helpful if you find it necessary to pursue a formal grievance.
- If you feel that you have been or are being sexually harassed or are aware of or suspect the occurrence of sexual harassment, or you desire counseling on coping with sexual harassment, you should immediately contact your manager, any other manager, or the General Manager. **This procedure is your exclusive remedy for prevention and resolution of any issues of harassment at the Agency.**
- Any and all complaints will be treated with confidentiality to the extent possible. The complaint will be responded to in a timely fashion; investigated promptly and thoroughly by impartial and competent personnel; documented and tracked to insure reasonable progress; met with appropriate remedial action when misconduct is found; and afforded a timely closure. Be advised that making a complaint will not result in any retaliation against the complainant or any participant in the investigation.
- In addition to notifying the Agency about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and attempts to resolve the dispute fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing

Commission ("FEHC") or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and nonmonetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC at the locations listed in the Agency DFEH poster or by checking the State Government listings in the local telephone directory.

- Maintain strict confidentiality ensuring the privacy of all parties concerned.

2. Disciplinary and/or Corrective Action

Any employee found to have sexually harassed anyone in or from the Agency's work environment will be disciplined, from verbal reprimand to dismissal, based on the circumstances.

I. Workplace Violence

The safety and security of employees and customers are very important to the Agency. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or the Agency's ability to execute its daily business will not be tolerated.

Please refer to Appendix D for the Agency's Workplace Violence Policy.

J. Request for Reasonable Accommodation

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Agency will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the General Manager and your manager to discuss the need for an accommodation. The Agency will engage in an interactive process with the employee to identify possible accommodations, if any that will help the applicant or employee perform the job.

Interactive Process

An interactive good faith communication process between the Agency and a disabled employee is required in selecting an appropriate reasonable accommodation, if one exists. This is a timely individual process where management and the individual discuss the request and effective reasonable accommodation(s). In general, the Agency will initiate an interactive process when: (1) an applicant or employee with a known disability requests a reasonable accommodation, (2) the Agency otherwise becomes aware of the need for an accommodation through a third party or by observation, or (3) the Agency becomes aware of the possible need for an accommodation because the

employee has a disability and has exhausted leave under the Workers' Compensation Act, FMLA, or other federal, state or employer leave provisions, if applicable.

The following is a non-exclusive list of the considerations when reviewing a request for accommodation:

- The essential functions of the job.
- Conduct and independent assessment.
- How the disability limits performance of the essential functions.
- Identify accommodation options that overcome limitations and determine the reasonableness of the proposed accommodations.
- Select the most appropriate reasonable accommodation, if one exists.

If an accommodation request is made, the Agency will initiate the interactive process and confer with the individual applicant or employee, as necessary, until the interactive process is complete and/or a reasonable accommodation, if any, is determined.

K. Employment Duration

The relationship between you and the Agency is based on the mutual consent of both parties. Accordingly, either you or the Agency can terminate the employment relationship at any time, unless an employment contract containing terms to the contrary exists.

L. Employment Reference Checks

In response to an outside request for information regarding a current or former Agency employee, the Manager, or designated staff member, will verify only an employee's name, dates of employment, and job title. No other data regarding any current or former Agency employee will be released unless the employee authorizes the Agency to release such information in writing or the Agency is required by law to furnish any information.

M. Off-Duty Conduct/Conflict of Interest

Commented [SW9]: COI title added

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. 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. The following types of outside employment are strictly prohibited.

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

Employees who wish to engage in outside employment that may create a conflict of interest must submit a written request to the General Manager explaining the details of the outside employment. If the outside employment is authorized, the Agency assumes no responsibility for the outside employment. The Agency shall not provide workers' compensation coverage for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time. If an employee has any doubts, it is recommended that a written request be submitted to insure there are no future problems.

N. Fraudulent Behavior

The Agency is a public agency entrusted with public funds. The Agency and its employees must, at all times, comply with all applicable laws and regulations. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their manager.

The Agency expects its employees to conduct themselves in a businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the organization. Employees are expected to take great care when working with Agency suppliers or contractual contacts and members. Employees should respect the confidentiality of information acquired in the course of their work. Regardless of circumstances, if an employee senses that a course of action may involve a conflict of interest, fraud, and/or dishonesty, they should immediately communicate all facts to their manager or the General Manager.

O. Workers' Compensation

All employees will be covered by the workers' compensation laws of the state. Employees who are absent from work by reason of an injury or illness covered by workers' compensation, will continue in pay status under the following provisions.

The Agency will integrate sick leave, vacation, and then compensatory time, with temporary disability payments for an employee who is eligible for workers' compensation. The employee will continue in pay status and receive his or her pay until his/her accumulated paid leave and authorized compensatory time hours have been depleted to the nearest hour. Any employee who is eligible for temporary disability payments under the workers' compensation law will, for the duration of such payments, receive only that portion of the employee's regular salary that, together with said payments, will equal the employee's regular salary. Workers' compensation leave will run concurrently with Family Care Leave.

Workers' Compensation Disclaimer Notice:

The Agency or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of on or off duty self-inflicted injury or injury resulting from on duty horse play, or your voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of your work-related duties.

SECTION V - SAFETY

A. Injury and Illness Prevention Program

The California Labor Code, Chapter 1369, Section 6401.7 and the California Code of Regulations, Title 8, Sections 1509 and 3203 require the Agency to develop and implement an employee Illness and Injury Prevention Program (IIPP). This policy establishes that program which applies to all Agency employees and volunteers.

Please refer to the Agency's Injury and Illness Prevention Program for further information.

B. Ergonomics

The Agency encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. It is our intention to reduce exposure to ergonomic hazards through modifications to equipment and process and employee training. Any necessary, reasonable adjustments to minimize workplace repetitive motion injuries will be considered and made. If you require any adjustments or have any concerns or questions about ergonomics, be sure to discuss the matter with your supervisor or the General Manager. Employees are encouraged to complete the General Office and/or Commercial Ergonomics ACWA JPIA class for information on preventing injuries.

C. Threatening Calls And/Or Bomb Threats

Should you receive a threatening phone call, remain calm and try to write down the exact wording of the emergency/threat. Be sure to notify a manager immediately, and if appropriate, phone 9-1-1.

D. Driving on the Job

The Agency has established and maintains a Driving Record Review Program. As part of this program, it has enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program. This is a free service for public agencies that provides driver record reports on employees. Employees include temporary, seasonal, and part-time employees and volunteers.

For more information please review the Agency's Vehicle Policy. All employees will sign and agree to the Agency's Vehicle Policy before driving any Agency vehicles.

1. Procedures

The Agency obtains, from the DMV, a copy of the driving record of all of its employees that are authorized to operate vehicles (Agency or personal) on the Agency's business.

- a. As a public agency, the Agency is entitled to receive copies of driving records from the DMV without charge.

- b. A copy of your driving record shall be obtained as soon as possible after you are hired and annually thereafter.
- c. The Agency is responsible for ordering and interpreting all driving records.
- d. To ensure uniformity in the application of recommendations to employees whose records are found to be unacceptable, the driver record review criteria was developed. (See: 2. Driver Record Review Criteria" in this section).
- e. Occasionally, other concerned employees or the general public may bring to the Agency's attention the fact that you may be jeopardizing the Agency's integrity and exposing it to undue liability through poor driving techniques and habits. All such complaints will be investigated immediately and action taken to correct the problem as follows:
 - ✓ If it is established that you have poor driving techniques and/or habits, the Agency's corrective action may be followed. (Depending on the seriousness of the poor driving technique and/or habit, it may be desirable to enroll you in a "defensive driving" course.)
 - ✓ A second warning for the same poor driving technique and/or habit, within a three-year period, may require temporary suspension or temporary reassignment to a non-driving position and will be appropriately documented.
- f. If your duties require driving a vehicle, you must maintain a driving record that will not cause the Agency's insurance rate to be increased or for you to become uninsurable. Any such actions could lead to disciplinary action.
- g. All Employees shall attend a defensive driving class every four years.
- h. New employees must complete a "Defensive Driving" course through ACWA-JPIA.
- i. If your duties require driving a vehicle, you must provide proof of insurance at least annually.

2. Driver Record Review Criteria

The following criteria reflect the good risk management procedures used by the Agency in order to control its auto liability and physical damage exposures. The General Manager will review your Driver Record Report to determine which category you will fall into.

- a. Class I – Immediate Attendance in Defensive Driving Program.

- ✓Two points within 35 months;
- ✓Any moving violation in an Agency vehicle;

- ✓ Any accident; or
 - ✓ Two **Failure to Appear notices within 36 months.
- b. Class II – 12 Month Driving Probation. Any additional point violations within this probation period will trigger a Class III recommendation.
- ✓ Three to five points within 36 months;
 - ✓ Any accident in which the driver was charged with a ***public offense within 36 months, except for DUI, reckless driving, or speed contest violations (see Class III);
 - ✓ Any *chargeable accident while on Agency business;
 - ✓ A violation for an expired license; or
 - ✓ Four **Failure to Appear notices within 36 months.
- c. Class III – 120 Day Suspension of Agency Driving Privileges.
- ✓ Four or more points within 24 months;
 - ✓ Six or more points within 36 months;
 - ✓ DUI, reckless driving, or speed contest, NOT during Agency business;
 - ✓ Five ** Failure to Appear notices within 36 months;
 - ✓ Two chargeable accidents within 24 months; or
 - ✓ Any citation incurred while license is suspended.

*Chargeable Accident – when a driver has received a point violation.

**Failure to Appear – code 40508A

***Public Offense – codes 23100 through 23249.58

3. Cellular Phone Safety

The use of cellular phones while driving on Agency business and/or time is considered a dangerous distraction and is prohibited. Calls may be answered by passengers; and if a discussion is necessitated between the driver and caller, the driver must pull over to a safe area off the road to take part in the discussion. If driving alone, the driver may pull over to a safe area off the road to respond to the call or message. Under no circumstances may a

driver initiate a cellular phone call while driving a vehicle during the course of business or on company time. Hands free headsets may be used if already in place and no set up is required while driving.

SECTION VI - EMPLOYEE EXPENSE REIMBURSEMENT GUIDELINES

The Agency will fully compensate employees for all reasonable and prudent expenses incurred in the course of business as described below:

A. Credit Card Use

Credit cards will be issued to specific employees who either travel on a regular basis on Agency business or have the need to frequently purchase supplies or services. Credit cards shall be used only for legitimate, approved business of the Agency, subject to the following regulations. These cards should be used for all approved expenses as authorized in this section.

- ✓ No personal items may be charged on the business credit card;
- ✓ All charges must be in line with travel guidelines or as approved by management; and
- ✓ Receipts must be submitted with an employee reimbursement form. Receipts must identify what the expenditure was for and the project the expenditure should be charged to, if applicable.

Please review the Agency's Credit Card Policy for more information.

B. Mileage

Employees shall be paid mileage for using personal vehicles on Agency business. The reimbursement rate is same rate allowed by the Internal Revenue Service for mileage reimbursement for business expenses. Any employee using personal vehicles on Agency business are required to provide the Agency with proof of insurance for your personal vehicle. You are expected to practice good defensive driving techniques and operate the vehicle in a safe and responsible manner.

Employees receiving a car allowance are not eligible for reimbursement except for travel to counties other than: Solano, Yolo, Sacramento, Napa, Contra Costa, San Joaquin, San Francisco, and Alameda. Travel to counties outside of the aforementioned counties shall be deemed extraordinary travel subject to reimbursement at the standard Agency mileage reimbursement rate.

Employees provided a vehicle by the Agency shall not receive a car allowance.

Mileage reimbursement shall be claimed on the Employee Reimbursement Form.

C. Meals

Commented [SW10]: Amounts updated

The reimbursement limit for meals is sixty dollars (\$60.00) (including tax and gratuity) per day for full travel days requiring purchase of three (3) meals. When separate meals are claimed for partial days of travel the per-meal allowance will be ten dollars (\$10.00) for breakfast, twenty dollars (\$20.00) for lunch and thirty dollars (\$30.00) for dinner, all including tax and

gratuity. Gratuities should be in keeping with the accepted standard of 15% to 20%. Claims for meal reimbursement shall be accompanied by a receipt. Special circumstances will be required to justify reimbursement for amounts above these limits. If not for an overnight stay meals are taxable income and the reimbursement amount will be included in your paycheck.

Management employees, subject to prior approval of the General Manager, may pay for meals of guests provided guests are Agency board members, employees or elected officials of local, State, Regional or Federal bodies provided the meal is taken as part of a meeting or activity regarding Agency matters.

D. Clothing

Field and engineering employees shall receive up to two-hundred dollars (\$200) for clothing and hats within a 12-month period, and up to two-hundred dollars (\$200) for field boots* within a 12-month period. In addition, for field and engineering employees the Agency agrees to provide one light and one heavy weight hi-visibility jacket. The color and quality of the jackets will be selected by management following consultation with the employees. The jackets will be replaced on a case-by-case, as needed basis. It is expected that the employees will wear the safety jackets during periods of cool or inclement weather. Jackets should not be worn while off duty.

Part-time, temporary, and seasonal employees may receive logoed clothing on an as-needed basis as determined by their manager. No more than three (3) shirts and one (1) hat apiece within a 12-month period, and up to one-hundred dollars (\$100) for field boots* within a 12-month period. Appropriate consideration on length of service should be made by managers when approving clothing for these types of employees. Clothing costs must be included in the approved budget.

Intern employees shall receive logoed clothing on an as-needed basis as determined by their manager. No more than three (3) shirts and one (1) hat apiece within a 12-month period. Appropriate consideration on length of service should be made by managers when approving clothing for these types of employees. Clothing costs must be included in the approved budget.

All other full-time Agency employees will receive up to seventy-five dollars (\$75) for logoed clothing within a 12-month period.

*Field boots must have ankle support, appropriate tread, and leather covering entire toe area. If these requirements are not met the Agency will not reimburse the employee or the employee will be required to reimburse the Agency if purchased on Agency credit.

T-shirts, sweatshirts, and hats should have the Agency's logo fixed to the standard spot. The logoed clothing can be a color and type of the employees' choice but is at the discretion of the General Manager. Colored clothing that promotes safety is preferred. Logoed clothing should not be worn outside of work when a conflict of interest may arise. All logoed clothing must be returned to the Agency after employment ends.

General use safety clothing may be purchased by the safety officer as long as it is included in the Agency's approved budget or needed in an emergency situation.

Employees will be reimbursed after providing receipts for their purchases and completing an Employee Reimbursement form to be approved by their manager and submitted for payment as part of the normal accounts payable process. Large orders over \$500 may be purchased on account through the vendor when a Purchase Order is completed. Employees with credit cards may only purchase clothing on Agency cards if the amount is equal to or less than the approved limits.

E. Other

Commented [SW11]: Language simplified

Reimbursement shall be given for other costs directly related to Agency business such as: parking, tolls, publications, lodging, car rental, conference expenses and office supplies. Employees must clearly indicate the business purpose for the reimbursement.

Reimbursements shall be accompanied by a receipt. Reimbursements shall be claimed on the appropriate Reimbursement Form.

The General Manager shall give prior approval for all Agency paid education, training, memberships, professional licenses, or registration fees; determining reasonableness, whether it relates to the activities of the employee and the goals of the Agency.

SECTION VII - AROUND THE OFFICE AND IN THE FIELD

A. Dress Code

While the Agency has no formal dress code, it is expected that you will dress in a manner consistent with good business and field practices.

B. Sign-In Board

You are asked to sign in and out every time you enter or leave the premises for longer than a 15-minute period, primarily so the Administrative Assistant will know how to forward telephone calls and in the event of an emergency know whether you are in the building.

C. Personal Telephone Calls

Commented [SW12]: Previously named Telephone Calls

The Agency understands that you may need to speak with your family or tend to non-business activities at times, but requests cooperation in keeping personal calls to reasonable levels. No long-distance calls are to be made using Agency equipment. Please note, all phone calls using Agency equipment should be considered public information and subject to surveillance. All communication using Agency equipment can be disclosed to law enforcement or other third parties without prior consent of the sender and/or receiver.

D. Electronic Communication Policy

Commented [SW13]: Previously named E-mail/Fax. Language Added

The Agency uses various forms of electronic communications including, but not limited to, communications via computers, email, telephones, mobile phones, smart phones, text messaging, internet, PDAs, etc. All electronic communications using Agency equipment are official Agency records and are property of the Agency. The Agency reserves the right to access and disclose all messages sent over its e-mail/fax system for any purpose.

Messages transmitted over the electronic communications system should be limited to Agency business activities, for the accomplishment of business related tasks, or communications directly related to Agency business, administration, or practices. Incidental and occasional personal use of the e-mail system is permitted, but such messages are subject to the access and disclosure statement set forth in the policy above. As such, it is recommended that any personal communication be limited to "light personal" communication.

E-mail is an important method of distributing information to employees and it is your responsibility to check it frequently and read its contents.

The Agency grants its employees the privilege of purchasing and using smartphones and tablets of their choosing at work for their convenience. The Agency reserves the right to revoke this privilege. The Agency employees do not have a right, nor should they have an expectation, of privacy while using Agency provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the Agency provided device for limited personal use. By acceptance of the Agency provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

E. Internet

Access to the Internet has been provided to staff members for the benefit of the Agency. It allows employees to connect to information resources around the world. Every staff member has the responsibility to maintain and enhance the organizations' public image, and to use the Internet in a productive manner. Employees accessing the Internet are representing the Agency. Employees are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner. To ensure that all employees are responsible, productive Internet users and are protecting the company's public image, the following guidelines have been established.

1. Unacceptable Use of the Internet

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-Agency business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet for personal purposes must not disrupt the operation of the Agency network or the networks of other users. It must not interfere with your productivity. Personal usage of the Internet should be kept to a minimum. Any unlawful or inappropriate use of the Internet is strictly prohibited. While it is not possible to provide an exhaustive list of every type of appropriate use of the Internet, the following examples should offer employees some guidance:

- ✓ Harassment and discrimination
- ✓ Offensive and defamatory conduct
- ✓ Sexually-suggestive material
- ✓ Gambling
- ✓ Trademark, copyrights and licensing stipulations
- ✓ Proprietary and confidential information
- ✓ No personal sites

2. Communications

Commented [SW14]: Language added

Each employee is responsible for the content of all text, audio, or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated over the Internet should have your name attached. No messages should be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language is transmitted through the system.

All messages created, sent or retrieved over the Internet using Agency equipment are the property of the Agency and should be considered public information. Any confidential information should be conducted from home. The Agency intends to access and monitor all messages and files on the Agency's computer systems, including e-mail originating outside of the Agency, as deemed necessary and appropriate. All communications, including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or receiver.

3. Software

To prevent computer viruses from being transmitted through the system; there will be no unauthorized downloading of any software.

4. Violations

Violations of any guidelines listed above may result in disciplinary action up to and including terminations. If necessary the Agency will advise appropriate legal officials of any illegal violations.

F. Security

Security is important to everyone. You are asked to not discuss the security of the Agency premises or services with any individual not employed by the Agency. Additionally, neither the Agency nor its insurance carriers take any liability for your personal belongings. You are encouraged to secure personal belongings to the best of your ability.

G. Break Room

The Agency offers a "kitchen" next to the Board room and access to the SID kitchen/lunch room on the SID side of the building for your use throughout the workday. Agency employees can use the supplies that are kept in the kitchen next to the Board room. It is important that you clean up after yourself. Do not leave any dirty dishes, wipe off the counters, and clean the inside of the microwave if there is any splattering of food during cooking.

- Coffee/Tea Plates/Utensils/Cups: These items are available for your use in the Kitchen next to the Board room at your convenience, so help yourself.

- Bottled Water: Bottle water may be taken by staff when working out in the field. Office workers are encouraged to use water out of the refrigerator spout.
- Soda: Soda is strictly for meeting and event use. Soda and snacks can be purchased in the vending machine in the SID kitchen.
- Refrigerators: The refrigerators are available for your convenience. Please limit the amount of items you put in them. Please throw away any old items and take home any dishes, containers, etc. on a weekly basis.
- If you have items that you want to keep, please put your name on them.

F. Supplies

It is the Agency's intent to provide you with office supplies needed to do your job. Basic office supplies are kept in the copy room.

SECTION VIII – LEAVING THE AGENCY

A. Resignation

When you decide to leave for any reason, your manager, the General Manager, would like an opportunity to discuss the resignation with you before final action is taken. It is requested that you provide the Agency with a written two-week advance notice.

B. Termination

As an Agency employee, you have the status of "employee-at-will", meaning that you have no contractual right, expressed or implied, to remain in the Agency's employ. The Agency may terminate your employment, or you may terminate your employment, with or without cause, and with or without notice, at any time. No manager or other representative of the Agency has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above, with the exception of the General Manager.

If you fail to report to work for three consecutive workdays without notice or approval by your manager, the Agency may consider that you have abandoned your job and your employment may be terminated.

C. Employee Exit

Employee agrees that during the time between notification of separation and last day of employment, they will cooperate fully with the Agency in all matters relating to the completion of any pending work and the orderly transfer to other Agency employees of the accounts for which he has been most recently responsible. Employee further agrees that prior to the expiration of the "Notice Period," they will return to the Agency all originals and hard copies of literature, correspondence, memoranda, reports, summaries, manuals, proposals, contracts and other documents of any kind which relate in any way to the business of the Agency including specifically all materials which comprise or refer to the Agency's Confidential Information. Additionally, the employee will return any Agency property including, but is not limited to, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job-related materials. All Agency property must be returned prior to departure.

D. Exit Interview

The employees Manager is responsible for scheduling an exit interview with you on your last date of employment and for arranging the return of the Agency's property.

E. Benefits

Medical and Dental benefits end on the last day of the month of your employment. Disability coverage requires "active" employment; therefore, coverage for these two ends on your last day worked. Check with provider for options at termination of employment.

COBRA notification will be sent directly to your home.

D. Final Paycheck

You will receive your final paycheck on the next regularly scheduled payday, or earlier if it is required by law. Unused vacation will be paid and calculated in accordance with the Agency's vacation policy.

E. CalPERS

You will be notified directly by CalPERS regarding your options.

F. Deferred Compensation Plan

If you are enrolled in a deferred compensation program, complete the forms and follow the instructions. You should contact the plan carrier to ensure you completely understand your options.

APPENDIX

A. Family Care Leave

The Agency may allow eligible employees up to twelve (12) weeks of unpaid leave in any twelve (12) month period for specified family and medical reasons.

a) Eligibility

Eligible employees are those employees employed at least twelve (12) months with the Agency or have worked at least 1,250 hours in the preceding twelve (12) months at the Agency.

b) Serious Health Condition

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care;
2. A period of incapacity of more than three (3) consecutive calendar days that involves (a) treatment two or more times by a health care provider or (b) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
3. A period of incapacity due to pregnancy or for prenatal care;
4. A chronic condition which (a) requires periodic visits for treatment by a health care provider, (b) continues over an extended period of time, and (c) may cause episodic rather than a continuing period of incapacity (e. g. asthma, diabetes, epilepsy, etc.);
5. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective and the employee or family member is under the continuing supervision of a health care provider (e.g. Alzheimer's, a severe stroke, or the terminal stages of a disease);
6. Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in the period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

c) Qualified Health Care Providers

Qualified health care providers include doctors of medicine or osteopathy, podiatrists, dentist, clinical psychologists, optometrists, chiropractors, alternative health care providers, nurse practitioners, and nurse-midwives authorized to practice under State law and performing within the scope of their practice under state law.

Leave Required

Employees shall be entitled to twelve (12) weeks of unpaid leave during a twelve (12) - month period for one or more of the following reasons:

1. For birth of a child; and to care for the newborn child;
2. For placement of a child with employee for adoption or foster care;
3. To care for an employee's spouse, domestic partner, son, daughter, or parent who has a serious health condition or who is receiving treatment for substance abuse;
4. For employee's own serious health condition that makes the employee unable to perform the functions of his/her job.

Employees desiring to take unpaid leave should inform the Agency at least thirty (30) days prior to initiating the leave if need for the leave is foreseeable and if not, notice must be given as soon as possible. Employee will provide the General Manager or designee with a medical certification signed by a health care provider. The Agency shall notify the employee within two (2) working days after receiving notice from employee if the employee is qualified for leave.

When seeking certification of a serious medical condition, an employee should ensure that the certification contains the following:

1. Contact information for the health care provider, including name, address, telephone number, fax number, and type of medical practice/specialty.
2. Date when the condition began, expected duration, and appropriate facts about the condition.
3. If employee is seeking medical leave for his/her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.
4. For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.
5. If taking intermittent leave or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

If deemed necessary, the Agency may ask for a second opinion. The Agency will pay for the certification from a second doctor, which the Agency will select. If there is a conflict between the original certification and the second opinion, the Agency may require the

opinion of a third doctor. The Agency and the employee will jointly select the third doctor, and the Agency will pay for the opinion. The third opinion will be considered final.

Military Care Giver Leave

Medical certification for a Military Caregiver Leave shall be from a United States Department of Defense, Department of Veteran's Affairs, or other authorized medical provider. It shall indicate:

1. Whether the service member has incurred a serious injury or illness.
2. Whether the injury or illness renders the service member medically unable to perform the duties of the member's position.
3. Whether the injury or illness was incurred in the line of duty while on active duty.
4. Whether the service member is undergoing medical treatment, recuperation, or therapy, or is otherwise on outpatient status, or is otherwise on the temporary disability retired list.
5. The probable duration of the injury or illness.
6. The frequency and duration of leave the family member requesting leave will require.
7. The family relationship of the eligible employee to the covered service member.

Maintenance of Benefits

An employee on family care leave shall be entitled to maintain group health insurance coverage on the same basis as if he/she had continued to work at the Agency. The Agency shall continue paying the employee's benefits during the leave; however, upon employee's return to employment, the employee will reimburse the Agency the cost of maintaining his/her health premiums and other premiums (life, short term disability, long term disability, etc.).

If the employee informs the Agency that he/she does not intend to return to work at the end of the leave period, the Agency's obligation to provide health benefits ends effective from the date of notice by the employee.

Certain types of earned benefits such as vacation leave and sick leave may not be family care leave, holidays pay and floating holiday credit will not be available if the employee is not in paid status. However, the use of family care leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.

Job Restoration

The employee is entitled to the same or equivalent position at the same or similar geographic location with equivalent benefits and pay unless the Agency determines that:

- The employee was hired for a specific time period,
- The employee is determined to be a "key employee",
- The employee is not fit for duty, or
- The employee would not have been employed at time of request for reinstatement.

- The position has been laid off or eliminated from the Agency's classification system.

The Agency may choose to exempt certain management employees, being "key employees" from this job restoration requirement and not return them to the same or similar position at the completion of medical leave. Employees who may be exempted will be informed of this status when they request leave. If the Agency deems it necessary to deny job restoration for a key employee on medical leave, the Agency will inform the employee of its intention and will offer the employee the opportunity to return to work immediately.

Use of Paid and Unpaid Leave

If an employee has accrued paid leave of less than twelve (12) weeks, the employee will use paid leave first and take the remainder of the twelve weeks as unpaid leave. If an employee uses leave because of his/her own serious medical condition or the serious health condition of an immediate family member, the employee will first use all accrued leave and then will be eligible for unpaid leave.

Intermittent Leave and Reduced Work Schedules

In certain cases, intermittent use of the twelve (12) weeks of family care leave or a part of a reduced work week may be allowed by the Agency. Employees wishing to use leave intermittently or to utilize a reduced work week for birth or adoption purposes will need to discuss and gain approval for such use from the General Manager. Employees may also use family care leave intermittently or as part of a reduced work week whenever it is medically necessary. If the need to use leave is foreseeable and based on pre-planned and pre-scheduled medical treatment, then the employee is responsible to schedule the treatment in a manner that does not unduly disrupt the Agency's operations. This provision is subject to the approval of the health care provider.

In some cases, the Agency may temporarily transfer an employee using intermittent or a reduced work week to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced schedule.

B. Grievance Process

I. Definition of Grievance

A grievance is an alleged violation of a specific provision of these rules or other Agency policy that adversely affects the employee and that contains all of the information listed in the "Statement of the Grievance" below. A grievance asserting an alleged violation of a specific Rule should be filed under the applicable grievance procedures. The following procedure applies to all Agency employees.

II. Scope of Grievance

Specifically excluded from the scope of grievances are:

- A. Harassment/discrimination/retaliation complaints that allege violations of equal employment opportunity laws or employment discrimination, which will be processed under the Agency's anti-harassment/discrimination complaint procedure.
- B. The Board's decision to proceed with a reduction in force.
- C. Disciplinary actions, whether or not appealable.
- D. Performance evaluation or a performance improvement plan.

III. Statement of Grievance

A concern is not a grievance unless the affected employee is able to state each of the following: the date of the alleged violation; the specific provision(s) of these Rules that were allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved. A Statement of Grievance must be signed by the employee who is asserting the grievance. A written Statement of Grievance is not required for Step 1 of the grievance procedure.

IV. Timelines

- A. Failure of the Agency to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review.
- B. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition.
- C. The parties may extend time limits by mutual written agreement in advance of a deadline.
- D. Any grievance not timely filed or appealed within specified time limits may be rejected as untimely.

V. Representation

An employee may be represented by a representative of the employee's own choice at any step in the presentation of the employee's grievance.

VI. Grievance Procedure

A. Step I Informal Resolution with Supervisor

The employee must first work in good faith to resolve the grievance informally through discussion with the employee's immediate supervisor no later than ten (10) working days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance. The immediate supervisor will notify the General Manager or designee that an employee has requested a meeting to discuss an informal grievance prior to meeting with the employee. The immediate supervisor will verbally present his/her decision to the employee no later than three (3) working days from the time of the informal discussion.

B. Step II General Manager

If the employee believes that the grievance has not been resolved through Step I, the employee may appeal the grievance decision of the supervisor to the General Manager. Such appeal must be filed within ten (10) working days of the date of the supervisors' decision. The employee will submit a Statement of Grievance. The General Manager will consider, discuss the grievance with the grievant, and/or investigate, as he/she deems appropriate, and will, within 15 working days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.

If the decision of the General Manager does not dispose of the grievance, the employee may appeal the decision to the Board within five (5) working days by delivering the original form to the General Manager. A letter of explanation must be submitted with the original form setting forth in detail the grounds for appeal to the Board.

C. Step III Board of Directors

Should the employee be unsatisfied with the decision of the General Manager the employee may within five (5) business days of the date of the decision, notify the General Manager that the employee is appealing the General Manager's decision to the Board for final resolution of the grievance, subject to ratification by the Board if the decision required an unbudgeted expenditure.

The appeal meeting will be scheduled within a reasonable timeframe at either a special or regular Board meeting, during closed session. Under state law, certain actions taken or considered by the Board, including materials pertinent to the decision may constitute public information.

C. Harassment, Discrimination, and Retaliation

I. Purpose

The Agency is committed to providing a work environment that is free of discrimination, harassment, and retaliation in employment. This Policy provides an organizational action plan and workplace conduct guidelines to maintain such an environment; and further defines what is meant by those terms; provides avenues for reporting discrimination, harassment, or retaliation, and provides a procedure for investigation and resolution of employee complaints. The Agency encourages all employees, applicants, volunteers, unpaid interns, and contractors to report any conduct that is believed to violate this Policy as soon as possible.

II. Policy

Harassment or discrimination on the basis of:

- Race or color

- Religion or creed,
- Disability, mental and physical,
- Sex and gender (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding and related medical conditions),
- Ancestry or national origin
- Citizenship status,
- Medical condition (cancer history and diagnosis)
- Genetic characteristics or information,
- Marital status,
- Age (over 40)
- Sexual orientation (including homosexuality, bisexuality, or heterosexuality),
- Military and veteran status, or
- Membership in any other legally protected category is unlawful and will not be tolerated.

This prohibition against harassment and discrimination applies to the treatment of employees, applicants, unpaid interns or volunteers by a supervisor, management employee, elected or appointed official, co-worker, member of the public, vendor, contractor or any third party.

Disciplinary action up to and including termination will be instituted for prohibited behavior.

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to disciplinary action up to and including termination.

III. Defining Harassment, Discrimination, and Retaliation

a. Harassment

Harassment can take many forms and includes, but is not limited to, the following conduct:

- Speech, such as slurs, jokes, stories, statements, epithets, derogatory comments, unwanted sexual advances or invitations, or inappropriate comments on appearance (including dress or physical features).
- Visual conduct, such as derogatory posters, cartoons, drawings, or gestures.
- Physical acts, such as offensive touching, assault, or any physical interference with normal work or movement when directed at an individual.
- Threats or unwanted sexual advances, requests for sexual favors, and other acts of a sexual nature where rejection of the conduct is used as the basis for employment decisions, offers of job benefits in return for sexual favors, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

Guidelines for Identifying Unlawful Harassment

- Harassment includes any conduct taken because of the recipient's protected category, which would be unwelcome to an individual of a protected category. Protected categories include: race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, gender, gender identity, gender expression, genetic information, pregnancy, military or veteran status, breastfeeding, or any other characteristic protected by the state or federal employment discrimination laws.
- The appearance of "voluntary consent" by the recipient may not be genuine. Harassment may still be occurring. There are many reasons why a recipient might appear to consent.
- Harassment can evolve over time. Just because no one objects to the behavior at the moment, does not mean that the joke, gesture, picture, physical contact, or comment is welcome.
- Consensual visual, verbal, or physical conduct by two employees may be offensive to a third party and can constitute harassment of that third party.
- Conduct can be considered harassment even if the individual in violation of this Policy has no intent to be harassing.

Other Forms of Harassment

Unlawful harassment is unwelcome or offensive conduct with the purpose or effect of unreasonably interfering with an individual's work performance, or which creates an intimidating, hostile, or offensive working environment that is motivated by or directed to an employee on the basis of a protected category.

b. Discrimination

This Policy prohibits treating individuals inequitably because of the individual's protected category as defined in this Policy.

c. Retaliation

Any adverse treatment of an applicant, employee, or contractor, which occurs because that person has reported harassment or discrimination, or has participated in the complaint and investigation process.

IV. Report Process – making a Complaint

Any employee, job applicant, unpaid intern, volunteer, or contractor who believes he or she has been unlawfully harassed should promptly report it orally or in writing to his or her supervisor, or the General Manager.

Supervisors Must Report

Any supervisor who receives a complaint of unlawful harassment or who observes or otherwise learns about unlawfully harassing conduct shall notify the General Manager immediately.

Upon receiving notification of a harassment complaint, the General Manager will:

1. Provide the complainant with a timely response indicating that the complaint has been received and that a fair, timely, and thorough investigation will be conducted.
2. Timely authorize and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel. The investigation will afford all parties with appropriate due process, which may include interviews with: 1) the complainant; 2) the accused harasser; 3) other persons, as applicable, who have relevant knowledge concerning the allegations in the complaint.
3. Review the factual information gathered through the investigation to reach a reasonable conclusion as to whether the alleged conduct constitutes harassment, discrimination, or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
4. Timely report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, and the supervisor or department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.
5. Take prompt and effective remedial action if conduct in violation of this Policy occurred. The remedial action will be commensurate with the severity of the offense. Disciplinary action for a violation of this Policy can range from verbal or written warnings up to and including termination.
6. Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.

Reporting and Performance Standards

An employee, job applicant, unpaid intern, volunteer, or contractor who makes a complaint of discrimination, harassment, or retaliation is in no manner excused or exempt from the same performance standards to which others performing the same or similar work are held accountable. All job performance standards will be maintained throughout and following any investigation undertaken as a result of this procedure. Failure to meet job-related performance standards may be grounds for disciplinary action.

Other Ways to Report

This Policy is not intended to prohibit employees, job applicants, unpaid interns, volunteers, or contractors from filing complaints with the California Department of Fair Employment and

Housing or the federal Equal Employment Opportunity Commission or to prevent them from pursuing other available judicial remedies.

California Department of Fair Employment and Housing (DFEH)
(800) 884-1684 or www.dfeh.ca.gov

Federal Equal Employment Opportunity Commission (EEOC)
(800) 669-4000 or www.eeoc.gov

V. No Retaliation

The Agency is committed to ensuring that all employees, applicants, and contractors who feel comfortable in raising issues regarding conduct that violates this Policy without fear of retaliation. The Agency's commitment also is intended to encourage employees to cooperate in investigations of alleged violations of this Policy by providing honest, truthful, and complete information without fear of retaliation. Employees, applicants and contractors should feel free to report valid claims of unlawful harassment without fear of retaliation of any kind. The Agency strictly prohibits any form of retaliation against any applicant, employee or contractor who, in good faith, makes a complaint, raises a concern, provides information, or otherwise assists in an investigation, complaint or proceeding related to any alleged violation of this Policy.

VI. Confidentiality

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the General Manager. The employer will not disclose a completed investigation report except, as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

VII. Training

The Agency will provide training to all employees who act in a supervisory capacity, and to elected officials in accordance with applicable Federal or State laws including California State AB1825 and AB1661, at least every other year. Training, whether online or in person, will be presented by knowledgeable trainers or educators with expertise in the prevention of harassment, discrimination, and retaliation and will include:

- At least two hours of classroom or other effective interactive training and education regarding sexual harassment.
- Training that includes information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment.

- The remedies available to victims of sexual harassment in employment.
- Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation.

D. Workplace Violence

The Agency is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. (Labor Code § 6400.) The workplace includes any location where Agency business is conducted, including vehicles and parking lots.

Any violation of this Policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of Agency employment. The Agency has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

I. DEFINITIONS

"Workplace violence" is defined as any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

1. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property.
2. Bullying behavior, i.e., acts or verbal comments that could 'mentally' hurt or isolate a person in the workplace; repeated incidents or a pattern of behavior intended to intimidate, offend, degrade, or humiliate a particular person or group of people; the assertion of power through aggression.
3. The destruction of, or threat of destruction of Agency property or another employee's property.
4. Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay.
5. Striking, punching, slapping, or assaulting another person.
6. Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise.
7. Harassing or threatening phone calls.

8. Surveillance.
9. Stalking.
10. Possessing a weapon(s) during work hours unless the Agency issues the weapon(s) for performance of the job. "Weapon" is defined as a firearm, chemical agent, club or baton, knife, or any other device, tool, or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

II. INCIDENT REPORTING PROCEDURES

1. Employees must immediately report to their supervisor or General Manager whether they have been a victim of, or have witnessed, workplace violence. The supervisor will immediately report the matter to the General Manager.

Any Agency official, who is a victim of any violent threatening or harassing conduct, who is a witness to such, or who receives a report of such conduct, whether the alleged perpetrator is an Agency employee or non-employee, shall immediately report the incident to the General Manager, General Counsel, or to the police.

Anyone who fears for the safety of persons at the scene of the violent act should call law enforcement immediately.

2. The General Manager or designee will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

3. The General Manager or designee will take appropriate steps to provide security, such as:

- a. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
- b. Asking any threatening or potentially violent person to leave the site; or
- c. Immediately contacting an appropriate law enforcement agency.

III. INVESTIGATION

The General Manager or designee will see that reported violations of this Policy are investigated as necessary.

IV. PREVENTION

The Agency will enforce this Policy by:

1. Training supervisors about their responsibilities under this Policy;
2. Assuring that reports of workplace violence are accurately and timely documented and addressed;
3. Notifying the General Manager and/or law enforcement authorities of any incidents;
4. Making all reasonable efforts to maintain a safe and secure workplace; and
5. Maintaining records and documents follow up actions as to reports of workplace violence.

Acknowledgment of Receipt of Handbook and At-Will Agreement

After you have read this Handbook and have clarified any issues with your manager, please complete and sign both copies of the following statement. Two (2) copies are provided; one (1) for your records and one (1) for the Agency's records. Detach one (1) copy and return it to Administration within five (5) calendar days.

Solano County Water Agency Employee Handbook Receipt (employee copy)

I have received my copy of the Agency's employee Handbook and Appendix. I understand and agree that it is my responsibility to read and familiarize myself with and follow the policies and procedures contained in the Handbook.

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by the Agency. I understand and agree that, other than the General Manager of the Agency, no manager, supervisor or representative of the Agency has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the General Manager has the authority to make any such agreement and then only in writing, signed by the General Manager.

My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the Agency and me concerning the duration of my employment. It supersedes all prior agreements, understandings, and representations concerning the duration of my employment.

I acknowledge this form will be placed in my personnel file.

Employee's Signature: _____ Date: _____

Sign, date, and keep this copy for your records.

Acknowledgment of Receipt of Handbook and At-Will Agreement

After you have read this Handbook and have clarified any issues with your manager, please complete and sign both copies of the following statement. Two copies are provided, one for your records and one for the Agency's records. Detach one copy and return it to the Director of Administration within five days.

Solano County Water Agency Employee Handbook Receipt (employer copy)

I have received my copy of the Agency's employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with and follow the policies and procedures contained in the Handbook.

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by the Agency. I understand and agree that, other than the General Manager of the Agency, no manager, supervisor or representative of the Agency has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the General Manager has the authority to make any such agreement and then only in writing, signed by the General Manager.

My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the Agency and me concerning the duration of my employment. It supersedes all prior agreements, understandings, and representations concerning the duration of my employment.

I acknowledge this form will be placed in my personnel file.

Employee's Signature: _____ Date: _____

Sign, date, and return this copy to Administration.

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: May 10, 2018

SUBJECT: Purchase Orders for Solano Project Equipment Upgrades

RECOMMENDATIONS:

- 1) Authorize General Manager to approve purchase order of up to \$15,000 - for electronic instrumentation to be installed on Solano Project facilities - with Eyasco, Inc,
- 2) Authorize General Manager to approve purchase order of up to \$15,000 - for electronic instrumentation to be installed on Solano Project facilities - with Instrumart.

FINANCIAL IMPACT:

Funding is programmed and available in the FY 2017-2018 Solano Project budget for this expense.

BACKGROUND:

The Putah Diversion Dam (PDD) and Putah South Canal (PSC) are part of the federally owned Solano Project. The Water Agency is responsible for operation, maintenance, and routine replacement of facility components at the PDD and all 12 control checks (canal gates) along the PSC.

As part of the Solano Project Rehabilitation and Betterment Program, the Agency is upgrading old controllers, communication devices, and gate position sensors at the PDD and along the PSC to enhance security and monitoring of canal gates and other facilities. The equipment will be purchased from two vendors; Eyasco, Inc. and Instrumart, and will be installed and maintained by Agency staff.

Recommended: _____


Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

☐

Continued on
Next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on May 10, 2018 by the following vote.:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

File:

ORDERED BY:

SOLANO COUNTY WATER AGENCY

810 VACA VALLEY PARKWAY
SUITE 203
VACAVILLE, CA 95688
U.S.A.

Voice: 707-451-6090

Fax: 707-451-6099

PURCHASE ORDER

Purchase Order No.: A2018-190

Date Issued: 5/3/18

To:

EYASCO, INC.
125 HANGAR WAY, SUITE 290
WATSONVILLE, CA 95076

Ship To:

SOLANO COUNTY WATER AGENCY
810 VACA VALLEY PARKWAY
SUITE 203
VACAVILLE, CA 95688
U.S.A.

Good Thru	Ship Via	Account No.	Terms
6/2/18			Net 30 Days

Quantity	Item	Description	Unit Cost	Amount
3.00		CR6-NA-ST-SW DATALOGGER	1,950.00	5,850.00
4.00		CR300 DATA LOGGER	595.00	2,380.00
4.00		RV50 4G CELLULAR MODEM	615.00	2,460.00
5.00		4G PHANTOM ANTENNA	69.99	349.95
3.00		CS451-50FT PRESSURE SENSORS	807.50	2,422.50
1.00		TAX	1,093.82	1,093.82
1.00		SHIPPING	300.00	300.00
			TOTAL	\$14,856.27

Authorized Signature _____

ORDERED BY:

SOLANO COUNTY WATER AGENCY

810 VACA VALLEY PARKWAY
SUITE 203
VACAVILLE, CA 95688
U.S.A.

Voice: 707-451-6090

Fax: 707-451-6099

PURCHASE ORDER

Purchase Order No.: A2018-189

Date Issued: 5/3/18

To:

INSTRUMART
35 GREEN MOUNTAIN DRIVE
S. BURLINGTON, VT 05403

Ship To:

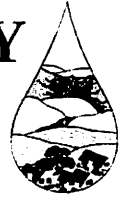
SOLANO COUNTY WATER AGENCY
810 VACA VALLEY PARKWAY
SUITE 203
VACAVILLE, CA 95688
U.S.A.

Good Thru	Ship Via	Account No.	Terms
6/2/18			Net 30 Days

Quantity	Item	Description	Unit Cost	Amount
12.00		JEWELL INSTRUMENTS A801 TUFF TILT INCLINOMETER (GATE POSITION SENSORS) SELECTED OPTIONS: GAIN: WIDE ANGLE (50 DEG) CONFIGURATION: LONGITUDINAL	1,054.00	12,648.00
1.00		TAX	1,027.65	1,027.65
1.00		SHIPPING	300.00	300.00
			TOTAL	\$13,975.65

Authorized Signature _____

SOLANO COUNTY WATER AGENCY



MEMORANDUM

TO: Board of Directors

FROM: Roland Sanford, General Manager

DATE: May 4, 2018

SUBJECT: May 2018 General Manager's Report

Welcome Gustavo (Gus) Cruz

I am pleased to introduce Gustavo (Gus) Cruz, our newest Assistant Water Resources Engineer. Gus graduated from UC Merced with a Bachelor of Science degree in Civil Engineering and was previously a Water Agency intern. His primary responsibilities will be with flood management.

Meral Water Bond Initiative

It is now official, the Meral Water Bond Initiative, which includes 5 million dollars earmarked for the North Bay Aqueduct Alternate Intake Project (Chapter 10, sections 86129 and 86130 of the Initiative), will be on the November 2018 ballot. Among other things, the Initiative also includes funding for the following categories that are relevant to the Water Agency and its member agencies; Central Valley Flood Management, Stormwater Management, Land Management for Water Yield, Fisheries Restoration, Groundwater, Urban Water Conservation, and Agricultural Water Conservation. Additional information, including the full Initiative text can be downloaded at: <https://waterbond.org>.

UC Davis Cache Slough Complex Study Update

The Cache Slough Complex study funded by the Water Agency and under the direction of Dr. John Durand of UC Davis is ongoing and will continue for two more years. As previously reported, the study results obtained to date indicate the biological productivity of the Upper Cache Slough/Lower Ulati Channel is comparatively high, in contrast to the adjacent Lindsey Slough, which exhibits relatively low biological productivity. Dr. Durand and his staff are currently investigating whether or not there is a strong relationship between pumping rates at the North Bay Aqueduct and the amount of biological productivity in Lindsey Slough.

Water Supply

Water supply conditions remain unchanged from the prior month – Solano Project allocation at 100 percent, North Bay Aqueduct at 40 percent of full Table A. Earlier this month the Department of Water Resources did increase the allocation for those State Water Contractors south of Delta, from 20 percent to 30 percent. With the rainy season all but officially over it is now highly unlikely that Lake Berryessa will spill. Despite being a “dry” year, as of this writing Lake Berryessa holds 1.44 million acre-feet (approximately 92 percent of capacity), with the water surface approximately 6 feet below the lip of the

810 Vaca Valley Parkway, Suite 203
Vacaville, California 95688
Phone (707) 451-6090 • FAX (707) 451-6099
www.scwa2.com

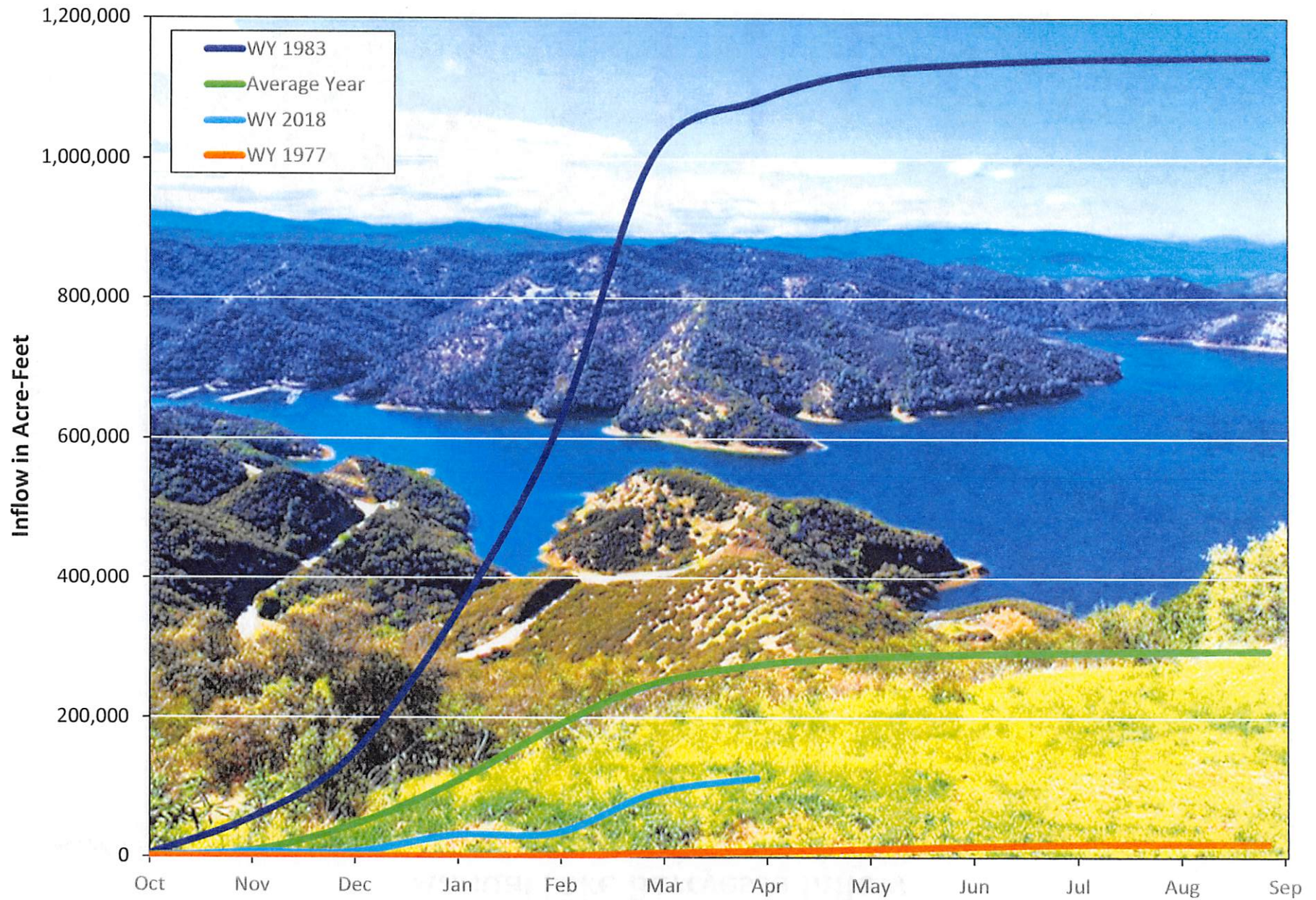


glory hole spillway and declining. Currently there is approximately 50,000 acre-feet of carryover water from the prior year in storage.

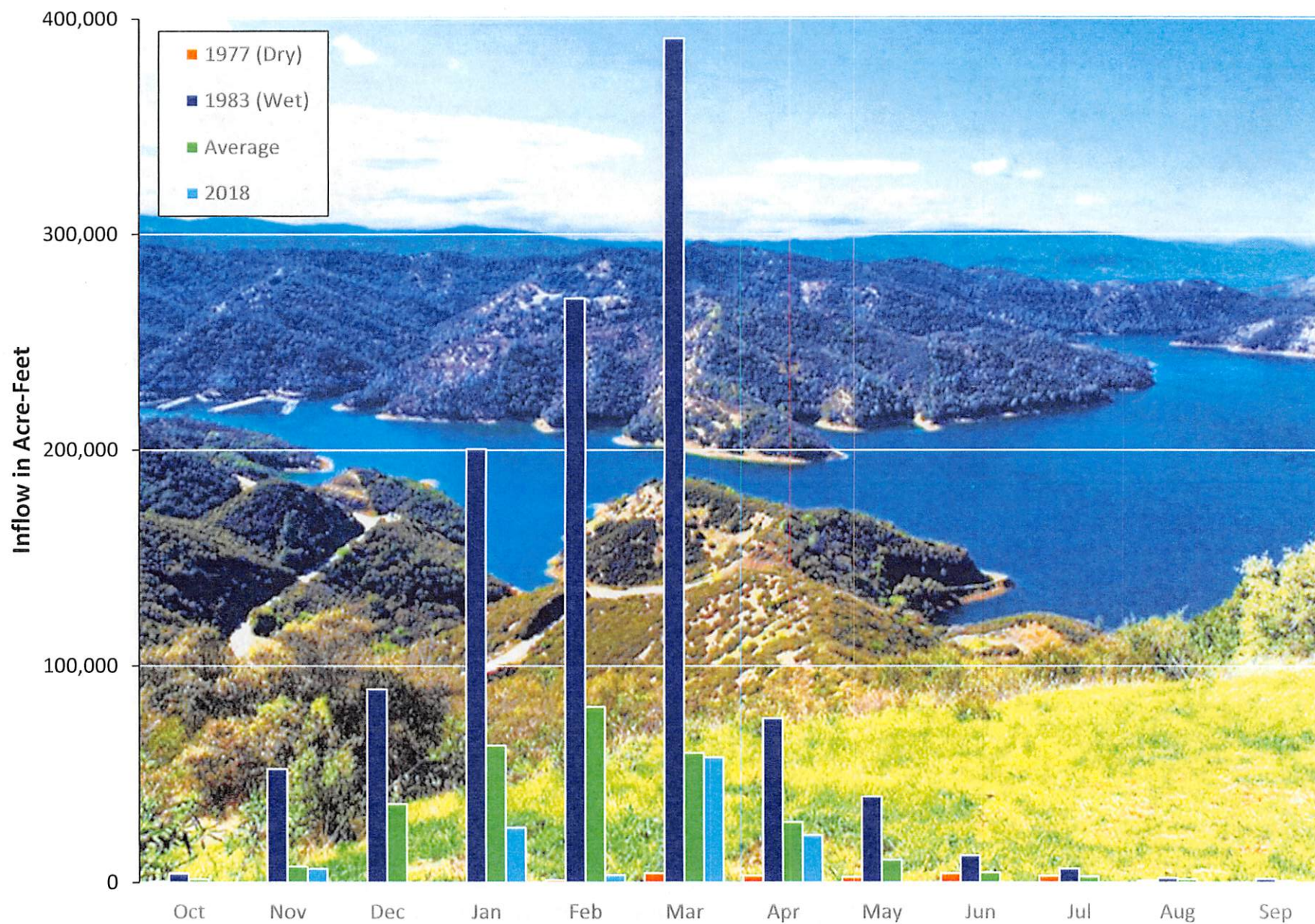
Potential North Bay Aqueduct One Year Water Exchange

Both the Santa Clara Valley Water District (SCVWD) and the Dudley Ridge Water District (DRWD) are proposing to conduct a one-year water exchange with Solano, in which the Solano North Bay Aqueduct users would receive \$200 for each acre-foot of 2018 North Bay Aqueduct Table water exchanged to either SCVWD or DRWD, with the caveat that a portion of the total water received by SCVWD or DRWD would be returned to the Solano North Bay Aqueduct water users within a 10-year time frame. Both exchanges are patterned after a one-year water exchange agreement SCVWD executed with the Napa County Flood Control and Water Conservation District in 2016 and are consistent with the water exchange guidelines set forth by the California Department of Water Resources – who have final approval over any water exchange involving State Water Project supplies – in Notice to State Water Project Contractors Number 17-11, dated December 17, 2017. The project is still in the early stages and as of this writing nearly all of the Solano NBA users have expressed an interest in participating in one or both exchanges – details to be worked out.

Annual Lake Berryessa Inflow



Annual Lake Berryessa Inflow



**REPORT OF CONSTRUCTION CHANGE ORDERS AND
CONTRACTS APPROVED BY GENERAL MANAGER UNDER
DELEGATED AUTHORITY**

Construction Contract Change Orders (15% of original project costs or \$50,000, whichever is less) - none

Construction Contracts (\$30,000 and less) - none

Professional Service Agreements (\$30,000 and less)

**Non-Professional Service Agreements (\$30,000 and less) –
CBEC – YBCS NBA AIP Planning Technical Support - \$27,936**

**Construction contracts resulting from informal bids authorized by SCWA
Ordinance- none**

Note: Cumulative change orders or amendments resulting in exceeding the dollar limit need Board approval.

**Solano Water Advisory Commission
Meeting Minutes
March 28, 2018**

Present: Thomas Pate and Alex Rabidoux, SCWA; Felix Riesenber, Fairfield; Steve Sawyer and Justen Cole, Vacaville; Christian Di Renzo, Benicia; Stuart Cole, Vallejo; Cary Keaton and Kevin King, SID; Bryan Busch, RD 2068; Misty Kaltreider, Solano County; Kevin Westad, Travis AFB; Jack Caldwell, California Water Service (Dixon); Mike Hardesty and Rick Wood.

The meeting was called to order at 12:30 PM.

1. Approval of Minutes

The minutes of the February 28, 2018 meeting were approved, contingent upon some additional clarifications.

2. SCWA General Manager's Report

Thomas informed the Commission that Roland is currently engaged in Cal Water Fix negotiations, protecting North of Delta contractors.

Alex provided a brief update on the State Water Resources Control Board (SWRCB) Statewide Mercury Control Program for Reservoirs. A total of 131 reservoirs including Lake Berryessa and Lake Solano are listed as Mercury Impaired. The primary concern is Methyl Mercury related to fish consumption. Unfortunately, Methyl Mercury processes are complex, there is a legacy of mercury, continual atmospheric deposition of mercury, and natural geologic sources depending on location. As of yet, there are no proven methods to reduce methyl mercury concentrations in reservoirs. The SWRCB is moving ahead on a mandatory Phase 1 Pilot Study, which would conduct and/or support existing reservoir pilot studies to reduce Methyl Mercury. The SWRCB is planning on having mandatory agreements in place by 2021 for the Phase 1 program, and final long-term plans in place by 2030 for each listed reservoir. The impact to the Solano Project is highly uncertain, and is something that the Water Agency is going to have to watch closely.

For the Water-Supply Demand Working Group, there was no update. For the Ulati Channels Working Group significant progress has been made, and a meeting of the working group is likely next month. On the Water Policy Group, development of the Water Agency's flood policy is still ongoing.

For Board Items, the Agency is interested in appointing Mike Hardesty as a policy member to the Corridor Management Framework (CMF) forum to represent flood and water issues for the region. Thomas explained that the purpose of the Lower Sacramento CMF is to develop a plan for how the local agencies would work with the State to integrate the State's projects while also addressing local concerns. There is interest from both the State and local agencies to look at the collective short-term projects and address cumulative impacts compared to a project by project approach.

3. Groundwater Planning

A Request for Proposals (RFP) has been issued for development of the Solano Subbasin Groundwater Sustainability Plan (GSP). In May, staff will likely be going to their respective GSA Boards for selection of a consultant to develop the GSP.

4. Solano County Report

None

5. PSC/NBA Maintenance

The NBA annual outage will be ending on March 30. Due to last week's storm events, poor water quality is expected for the NBA.

6. Solano Water Authority Report

None

7. Water Conservation

None

8. Legislative/Initiative/Court Decision Issues Not Discussed Above

On legislative bills, Mike Hardesty provided a brief update on Assembly Bills 1944, 2516, 2809, 2814, 3045 and Senate Bills 929, 1215, 1301 and 1343. The legislative bills impact groundwater, regulation of small weirs, hydropower, Division of Safety of Dams, websites for public agencies, state permitting process, sexual harassment training and consolidation of non-compliant water & sewer agencies. Many of these bills will need to be watched to see how they impact the various Solano agencies.

9. New Business

None

10. Public Comments

None

The next meeting will be April 25, 2018 at 12:30 PM.

The meeting adjourned at 1:35 PM.

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: May 10, 2018

SUBJECT: Appointment of FY 2018-2019 Budget Review Committee

RECOMMENDATIONS:

Appoint committee to review proposed Water Agency FY 2018-2019 budget.

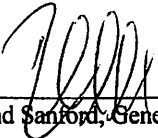
FINANCIAL IMPACT:

None.

BACKGROUND:

Each year the Board Chair appoints a committee to review the proposed Water Agency Budget for the forthcoming fiscal year and make recommendations to the full Board, as appropriate.

Recommended: _____


Roland Sanford, General Manager

☐

Approved as
recommended

☐

Other
(see below)

☐

Continued on
next page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on May 10, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

**ACTION OF
SOLANO COUNTY WATER AGENCY**

DATE: May 10, 2018

SUBJECT: Conversion of existing permanent half-time Water Resources Technician position to permanent full-time Water Resources Technician position

RECOMMENDATION:

1. Authorize conversion of existing permanent half-time Water Resources Technician position to permanent full-time Water Resources Technician position.
2. Authorize General Manager to recruit and hire permanent full-time Water Resources Technician.

FINANCIAL IMPACT:

Conversion of the existing permanent half-time Water Resources Technician position to a corresponding full time position would result in an incremental annual salary and benefit cost increase of approximately \$40,000. This incremental cost increase would be more than offset by avoiding/eliminating contractor costs that would otherwise be incurred by the Water Agency.

BACKGROUND:

On December 14, 2017 the Board approved the creation of a permanent half-time Water Resources Technician position to assist with the implementation of the ongoing invasive species control program (aka quagga and zebra mussel control program) at Lake Berryessa. The invasive species control program, which the Water Agency conducts in partnership with the United States Bureau of Reclamation, has grown in scope in response to the threat of quagga and zebra mussel infestations at Lake Berryessa, via boat launchings – boats that have come from infested water bodies.

Recommended: 
Roland Sanford, General Manager

☐ Approved as
Recommended

☐ Other
(see below)

☒ Continued on
Next Page

Modification to Recommendation and/or other actions:

I, Roland Sanford, General Manager and Secretary to the Solano County Water Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on May 10, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

To date, much of the control effort has focused on the summer boating season, and while the majority of boat launches do occur during the summer, recent surveys indicate that a substantial number of boat launches occur during the so called "off season", typically as a part of fishing tournaments. Last winter over 60 fishing tournaments occurred at Lake Berryessa. The proposed conversion of the existing permanent half-time Water Resources Technician position to a corresponding full time position would allow for additional invasive species control program activities during the late fall, winter and spring.

RELEVANCE TO 2016-2025 SCWA STRATEGIC PLAN:

The proposal to convert the existing permanent half-time Water Resources Technician to a corresponding full time position, to assist with implementation of the quagga and zebra mussel control program, is consistent with Goal #5 of the Strategic Plan – *(Education and Outreach; Objective "B"-Evaluate, and where appropriate, coordinate public awareness of water-related programs throughout the County)*, as well as Goal #7 *(Natural Resources Stewardship, Objective "C"-Protect SCWA water supply sources; and Objective "E"-Monitor and assess outside planning efforts for influences on SCWA's habitat stewardship activities)*.