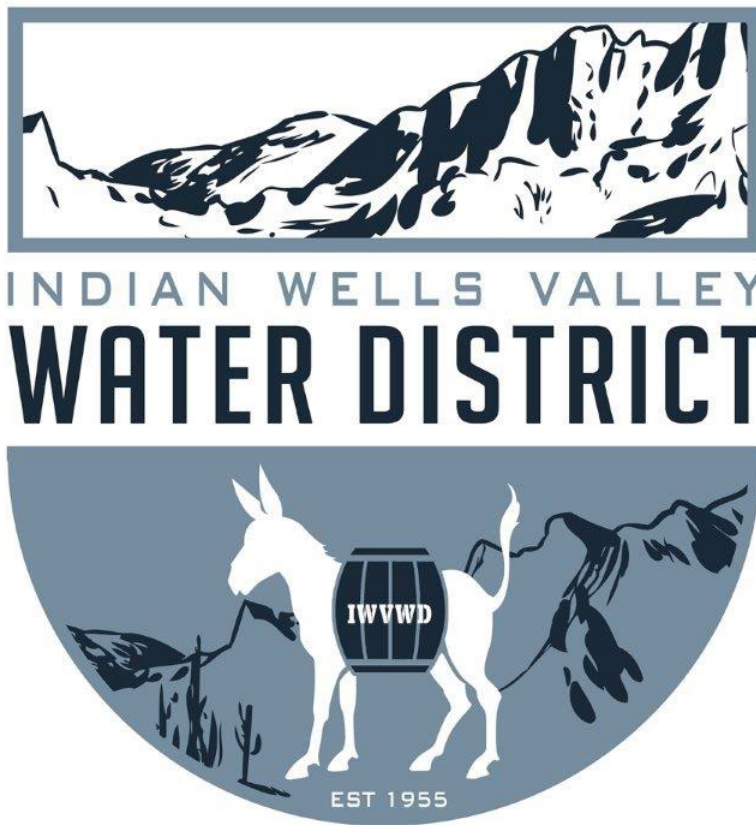


# INDIAN WELLS VALLEY WATER DISTRICT

Board of Directors Meeting



**February 12, 2024**



# INDIAN WELLS VALLEY WATER DISTRICT



## BOARD OF DIRECTORS

Ronald R. Kicinski, President  
David C. H. Saint-Amand, Vice President  
Mallory J. Boyd  
Charles D. Griffin  
Stanley G. Rajtora

George D. Croll  
General Manager  
Krieger & Stewart, Incorporated  
Engineers  
McMurtrey, Hartsock, Worth & St. Lawrence  
Attorneys-at-Law

## 2024 COMMITTEE ASSIGNMENTS

### ADMINISTRATION/EXECUTIVE COMMITTEE (KICINSKI/SAINT-AMAND)

Personnel, Legal Matters, General Plan, Community Relations, Board Meeting Agendas, Ordinances, Rules, Regulations, Policies, Procedures, Customer Service, Variances, Director’s Manual, etc.

### FINANCE COMMITTEE (KICINSKI/SAINT-AMAND)

Rates, Cost-of-Service, Budget, Audits, Cost Allocation, Investments, Financial Services, Insurance, Loans/Grants, Water Sales & Service Policy Manual, Accounting, Assessment Districts, Billing, etc.

### PLANT & EQUIPMENT COMMITTEE (BOYD/RAJTORA)

Transmission/Distribution System, Vehicles & Equipment, Wells, Reservoirs, Real Property Management, Telemetry, etc.

### WATER MANAGEMENT (BOYD/GRIFFIN)

Groundwater Sustainability Act, Indian Wells Valley Groundwater Authority, Water Management, Water Policy, Water Quality, Conservation, Urban Water Management Plan, California Urban Water Conservation Council, Title 22 Compliance, Alternative sources for water supply including Blending, Importation, Reuse, etc.

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Committee Meetings are generally scheduled on a regular day and time.  
Committee Meetings are subject to change.

**Administration/Executive**  
**Finance**  
**Plant & Equipment**  
**Water Management**

Wednesday before the Board Meeting at 2:00 p.m.  
Tuesday before the Board Meeting at 2:30 p.m.  
Tuesday before the Board Meeting at 2:00 p.m.  
Wednesday before the Board Meeting at 3:00 p.m..

BOARD OF DIRECTORS  
INDIAN WELLS VALLEY WATER DISTRICT

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REGULAR BOARD MEETING

AGENDA

MONDAY, FEBRUARY 12, 2024  
**CLOSED SESSION - 4:30 P.M.**  
**OPEN SESSION - 6:00 P.M.**

BOARD OF DIRECTORS' HEARING ROOM  
500 W. RIDGECREST BLVD., RIDGECREST

➤ **Watch meetings on-line:**

All District meetings are streamed live on the District's YouTube channel at:

<https://www.youtube.com/@IWVWD>

Recordings will be available for viewing after the meeting on the District's YouTube page.

➤ **Call in for public comments:**

To make a public comment, please call: (760) 375-7548.

Callers will be placed in a queue and answered in the order they were received. If a member of the public wishes to comment on multiple items, they will need to call in as each item is presented to the Board.

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*(In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Lauren Smith at (760) 384-5502. Requests must be made as early as possible and at least one full business day before the start of the meeting. Pursuant to Government Code section 54957.5, any materials relating to an open session item on this agenda, distributed to the Board of Directors after the distribution of the agenda packet, will be made available for public inspection at the time of distribution at the following location: Indian Wells Valley Water District, 500 W. Ridgecrest Blvd., Ridgecrest, CA.)*

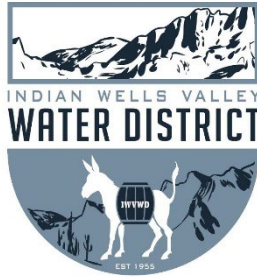
1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Posting of Agenda Declaration
5. Conflict of Interest Declaration
6. Public Questions and Comments on Closed Session
7. Closed Session
  - A. Potential Litigation  
Conference with Legal Counsel  
2 Matters  
(Pursuant to Government Code Section 54956.9(d)(2)(4))

- B. Existing Litigation  
Conference with Legal Counsel  
*Mojave Pistachios, LLC v Indian Wells Valley Water District, et al.*  
Orange County Superior Court Case No. 30-2021-01187275-CU-OR-CJC  
(Pursuant to Government Code Section 54956.9(d)(1))
  
- C. Existing Litigation  
Conference with Legal Counsel  
*Mojave Pistachios, LLC v Indian Wells Valley Groundwater Authority, et al.*  
Orange County Superior Court Case No. 30-2021-01187589-CU-WM-CXC  
(Pursuant to Government Code Section 54956.9(d)(1))
  
- D. Existing Litigation  
Conference with Legal Counsel  
*Searles Valley Minerals Inc., v Indian Wells Valley Groundwater Authority, et al.*  
Orange County Superior Court Case No. 30-2021-01188089-CU-WM-CXC  
(Pursuant to Government Code Section 54956.9(d)(1))
  
- E. Conference with Legal Counsel  
Discussion of District Facilities  
(Pursuant to Government Code Section 54957)
  
- 8. Public Questions and Comments  
*(This portion of the meeting is reserved for persons desiring to address the Board on any matter not on the agenda and over which the Board has jurisdiction. However, no action may be taken by the Board of Directors on any item not appearing on the agenda. Non-agenda speakers are asked to limit their presentation to five minutes. Public questions and comments on items listed on the agenda will be accepted at any time the item is brought forth for consideration by the Board. When you are recognized by the chairperson, please state your name and address for the record.)*
  
- 9. Presentation
  - A. Presentation by Clean Energy Capital (CEC)  
**Description:** Presentation by CEC on services provided and company capabilities.
  
- 10. Current Business/Committee Reports
  - A. Consent Calendar  
**Description:** Approval of Board Meeting Minutes and Accounts Payable Disbursements.
    - 1. Approval of Minutes:
      - i. January 8, 2024, Regular Board Meeting
      - ii. January 12, 2024, Special Board Workshop
      - iii. January 18, 2024, Special Board Meeting
      - iv. February 5, 2024, Special Board Meeting
    - 2. Approval of Accounts Payable Disbursements
  
  - B. Plant & Equipment Committee
    - 1. NW Transmission Pipeline Replacement: Award of Contract  
**Description:** Staff will present the recommendation for Award of Contract.

**Committee Recommends the Following:** Board award the contract for the Northwest Transmission Mainline Replacement to Nicholas Construction, Inc. in the amount of \$5,698,350.00.

- C. Administration/Executive Committee
1. Personnel Manual Changes  
**Description:** Approval of changes to the Personnel Manual.  
**Committee Recommends the Following:** Board approve the proposed changes as presented.
- D. Indian Wells Valley Groundwater Authority  
**Description:** Report and discussion regarding the January 10, 2024, meeting of the Indian Wells Valley Groundwater Authority (IWVGA). Including, Board discussion and consideration of issues of importance requiring action by the IWVGA. Next meeting is scheduled for February 14, 2024.
- E. Comprehensive Adjudication  
**Description:** Report and discussion regarding the status of the Comprehensive Adjudication.
- F. General Manager and Staff Update (The Board will consider and may act on the following items):
1. Water Production, New Services, and Personnel Safety Record  
**Description:** Water produced from all District wells, report of the new services installed in the District, and personnel safety record for the preceding month.
  2. Public Outreach  
**Description:** Public Outreach Report.
  3. State Regulatory Updates  
**Description:** Updates on State regulatory changes, including:
    - ✓ Assembly Bill (AB) 1668 and Senate Bill (SB) 606
    - ✓ Electric Vehicle Mandate
  4. January 12, 2024, Special Board Workshop  
**Description:** Updates on the items below assigned at the January 12, 2024, Special Board Workshop:
    - ✓ Updated costs and plans to Wastewater Project
    - ✓ Follow up with LADWP on capturing water overflow
    - ✓ Project Priority List Based on FY 24 Funding
    - ✓ Deferred Maintenance List
  5. Booster Station Project  
**Description:** Update on this Capital Project.

6. Financial Status  
**Description:** Report on the District's current financial status.
7. Conservation  
**Description:** Update on the Conservation Program and discussion on water conservation related items.
8. NW Transmission Pipeline  
**Description:** Update on this Project.
9. Arsenic Treatment Facilities  
**Description:** Staff will update Committee on maintenance issues and production.
10. Operations  
**Description:** Staff report on operations.
11. Board Comments/Future Agenda Items
12. Adjournment



# Committee Reports

BOARD OF DIRECTORS  
INDIAN WELLS VALLEY WATER DISTRICT

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PLANT AND EQUIPMENT COMMITTEE  
REGULAR MEETING

REPORT

TUESDAY, FEBRUARY 6, 2024 – 2:00 PM  
BOARD ROOM  
500 W. RIDGECREST BLVD., RIDGECREST

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Attendees: Stan Rajtora, Ron Kicinski, George Croll, Ty Staheli, Jason Lillion and Renee Morquecho.

**1. Call to Order**

The meeting was called to order at 2:00 pm.

**2. Committee/Public Comments**

None.

**3. NW Transmission Pipeline Replacement: Award of Contract**

On January 18, 2024, the District received three bids for Bid Schedule I (regular PVC replacement) and four bids for Bid Schedule II (fusible PVC) for this project. The lowest single responsive bid was from Nicholas Construction, Inc. for Bid Schedule I in the amount of \$5,698,350.00. After correction of two minor irregularities in their bid, the bid documents were deemed complete and met the requirements of the Contract Documents. The Committee recommended awarding the contract for the Northwest Transmission Mainline Replacement to Nicholas Construction, Inc. in the amount of \$5,698,350.00.

**4. Dune 3 and Hometown Water Consolidations: Update**

Staff continues working with the State on these projects. At this time, District legal counsel is waiting for an appointment to discuss the funding contract(s) with a State attorney. There is language in the agreements that is not acceptable to the District and must be remedied before the projects can move forward. The Committee expressed interest in discussing the consolidations with the Groundwater Authority since the GA received grant funding for consolidations. Staff indicated that District legal counsel was already tasked with making contact with the GA.

**5. Booster Station Project: Update**

This project is in the final weeks of completion. Demolition of the old booster stations and appurtenances is scheduled to begin Tuesday the 13<sup>th</sup>. The final job walk is scheduled for the 14<sup>th</sup>.



Once demolition is complete, the contractor will finish up any Punch List items. The project is expected to be completed by end of month.

**6. Arsenic Treatment Facilities: Update**

The District has begun the process of purchasing the new media for the filters from PureFlow and Filtronics. Staff will be reaching out to both companies this week to determine when the new media will ship. The plan is to have both arsenic treatment facilities online and ready before the summer.

**7. Future Agenda Items**

- Transmission pipeline(s) inspection
- La Mirage area infrastructure (grant funding?)
- Springer Ave pipeline schedule

**8. Adjournment**

The meeting was adjourned at 2:24 pm.

BOARD OF DIRECTORS  
INDIAN WELLS VALLEY WATER DISTRICT

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FINANCE COMMITTEE  
REGULAR MEETING

REPORT

TUESDAY FEBRUARY 6, 2024 – 2:30 PM  
BOARD ROOM  
500 W. RIDGECREST BLVD., RIDGECREST

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ATTENDEES: David Saint-Amand, Ron Kicinski, George Croll, Ty Staheli, Jason Lillion, and Renee Morquecho

**1. Call to Order**

The Finance Committee Meeting was called to order at 2:30 pm.

**2. Committee/Public Comments**

None.

**3. Fraud Risk Discussion**

Description: Discuss potential or actual fraud risks within the organization.

None to report.

**4. Northwest Transmission Line Funding**

Description: Discussion on funding for the replacement of the Inyokern Road Transmission Line.

Staff continues to work with CalMuni. Recent work has consisted of a Rating Agency Presentation with S&P and Draft Preliminary Official Statement. S&P has upgraded the District's Rating for the upcoming revenue bonds from an A to an A+ which should result in lower interest rates.

Staff will be meeting with the bond underwriter for a Due Diligence call prior to pricing and selling the bonds. Closing on the bond sale is anticipated the first week of March.

**5. GA Imported Water Costs**

Description: Discuss imported water costs and potential impact to customers' bills

Staff continues to work on developing an accurate cost matrix inclusive of all associated costs to estimate impacts on customers.

Recent staff conversations with a multi-public agency project cost consultant have been fruitful. Staff anticipates a presentation available services by the consultant to the Board in an upcoming Board meeting. Any contract award would be budgeted for next fiscal year.

Staff met with the GA staff and came to a resolution on GA Replenishment Fee payments. The District's recharge allotment of 4390 acre feet will be maintained regardless of change in Navy pumping for purposes of the replenishment calculation. Monthly payments will be trued-up and paid based on actual monthly pumping, rather than yearly estimates, to eliminate overpayments and underpayments. Credit from the previous two years' overpayments will be taken as credit over the next two years. These credits are for funds expended by the District from reserves as the District collects fee revenue based on actual consumption and the allotment of 4390 acre feet.

**6. Financial Statements January 31, 2024 (preliminary)**

Description: Presentation to Committee financial reports and graphs depicting current revenue and expense trends compared to budget and previous fiscal year actuals.

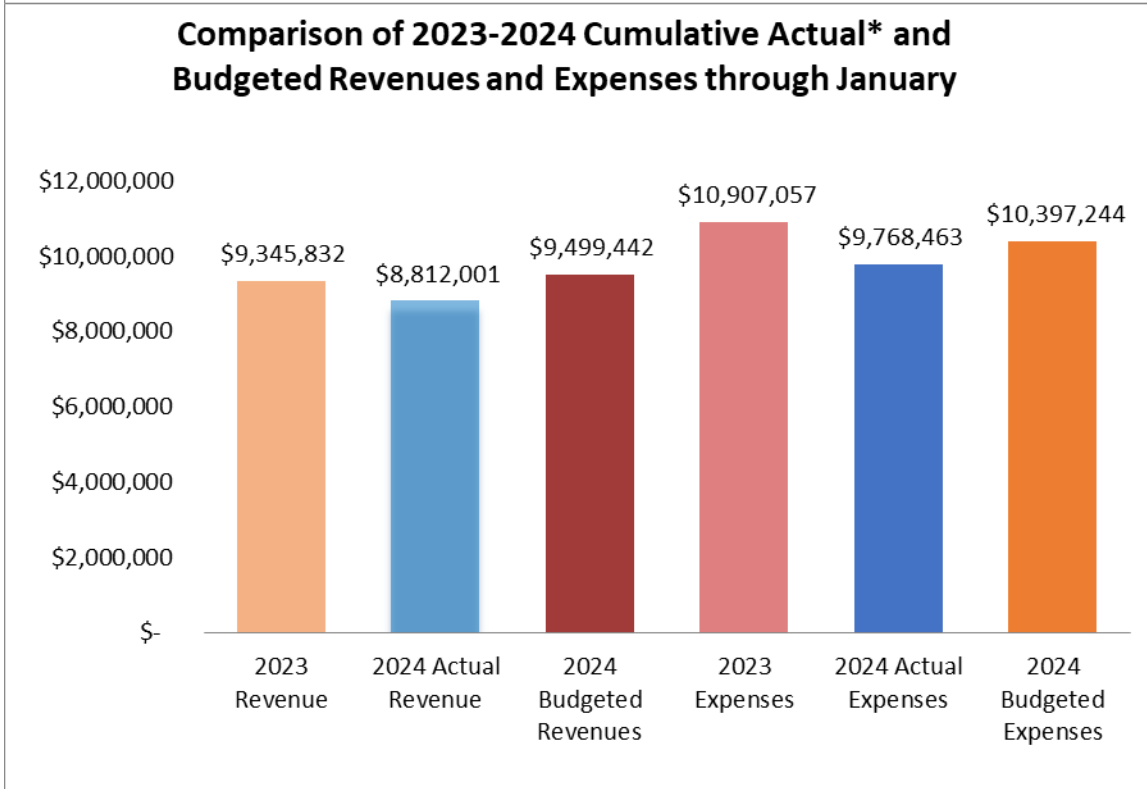
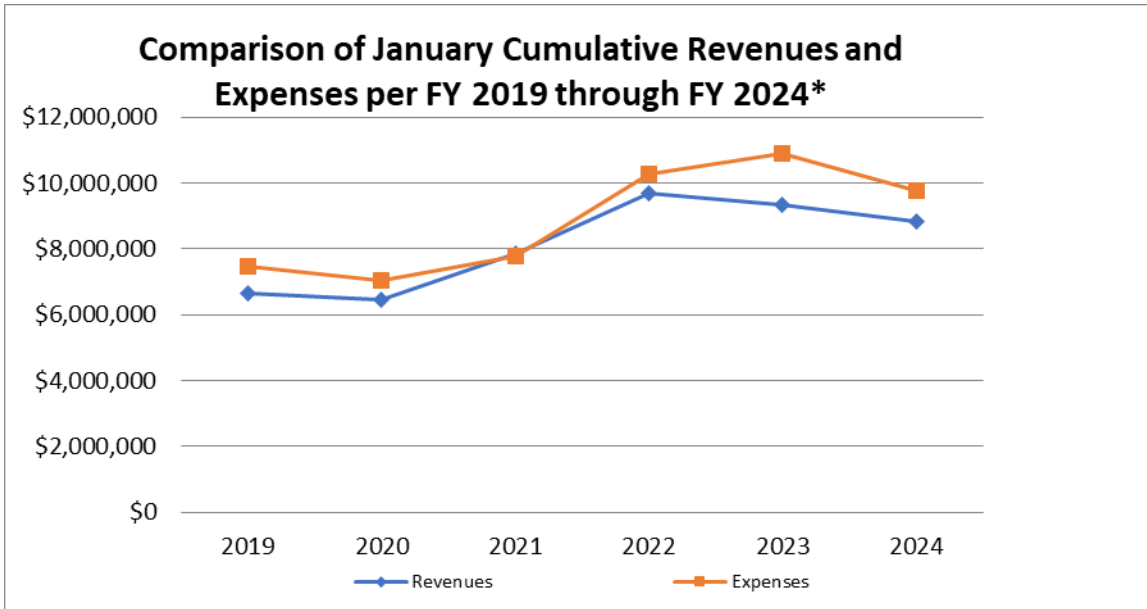
Estimated year-to-date revenues as of January 31, 2024, are \$8,812,001 and expenses are \$9,768,463, therefore expenditures exceeded revenues by \$956,463, which is over budget by \$58,660.

To date, the District has paid the Groundwater Authority \$13,645,852 in fees.

Staff presented the following spreadsheet, which compares January year-to-date actual to budgeted revenues and expenses by category:

**Indian Wells Valley Water District**  
**Revenues vs. Expense**  
**Actuals & Budget through January 2024 (Preliminary)**

	Budget	Actuals	Δ
<b>Revenues</b>			
Total Water Sales	6,884,377	6,606,985	-277,392
GSA Fees	2,155,531	1,749,317	-406,214
Total Water Service Revenue	209,940	232,301	22,361
Total Non-Operating Income	153,308	115,866	-37,442
Capital Contributions	96,285	107,532	11,246
<b>Total Revenues</b>	<b>9,499,442</b>	<b>8,812,001</b>	<b>-687,441</b>
<b>Expenses</b>			
Water Supply	713,760	834,980	121,220
Arsenic Treatment Plants	243,676	176,483	-67,193
Transmission & Distribution	1,215,549	887,412	-328,137
Engineering	292,705	299,502	6,796
Customer Service	285,752	183,497	-102,255
Field Services	304,815	339,651	34,836
General & Administration	2,006,092	2,038,962	32,870
Legislative	56,455	47,697	-8,758
Depreciation	1,925,000	1,925,000	0
Non-Operating, Interest	799,885	799,885	0
Non-Operating, Miscellaneous	159,111	351,735	192,624
GSA Fees	2,320,074	1,803,324	-516,750
Non-Operating, Conservation	20,154	23,946	3,792
Non-Operating, Alternate Water	54,216	56,389	2,174
<b>Total Expenses</b>	<b>10,397,244</b>	<b>9,768,463</b>	<b>-628,781</b>
<b>Net Revenue Increase (Decrease)</b>	<b>-897,803</b>	<b>-956,463</b>	<b>-58,660</b>
<b>Capital Expenditures</b>		<b>1,274,469</b>	
<b>Debt Service Principle</b>		<b>648,470</b>	
<b>Total GSA Extraction Fee Paid</b>		2,451,347	
<b>Total GSA Replenishment Fee Paid</b>		11,194,505	
		<b>13,645,852</b>	



*\*Actual Revenues and Expenses are Estimated*

**7. Accounts Payable Disbursements**

Description: Presentation to Committee of Accounts Payable Disbursements reports for Board approval.

The Committee recommended approval of accounts payable disbursements totaling \$1,025,798.82 as follows:

Checks through:	<u>1/4/24</u>	<u>1/18/24</u>
Prepaid	\$ 315,005.19	\$ 51,112.27
Current	<u>269,132.74</u>	<u>390,548.62</u>
Total	<u>\$ 584,137.93</u>	<u>\$ 441,660.89</u>

**8. Future Agenda Items**

None

**9. Adjournment**

The Committee adjourned at 3:08 pm.

BOARD OF DIRECTORS  
INDIAN WELLS VALLEY WATER DISTRICT

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ADMINISTRATION/EXECUTIVE COMMITTEE  
MEETING MINUTES

WEDNESDAY, FEBRUARY 7, 2024 – 2:00 P.M.

BOARD ROOM  
500 W. RIDGECREST BLVD., RIDGECREST

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Attendees: Ron Kicinski, David Saint-Amand, George Croll, Ty Staheli, Renee Morquecho,  
and Jason Lillion

**1. Call to Order**

The meeting was called to order at 2:00 p.m.

**2. Committee/Public Comments**

None.

**3. Personnel Manual Changes**

The Committee reviewed the proposed changes to the Personnel Manual as presented. Staff commented on the changes, which include, but are not limited to: revisions regarding the 4/10 work schedule and changes to the Travel Policy approved at the January Regular Board meeting.

The Committee recommended the Board approve the proposed changes as presented.

**4. Draft Agenda for the Regular Board Meeting of February 12, 2024**

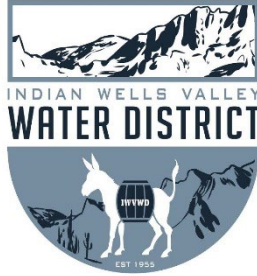
The Committee reviewed the agenda and made no changes.

**5. Future Agenda Items**

None.

**6. Adjournment**

The meeting adjourned at 2:13 p.m.



# Approval of Minutes



MINUTES OF THE REGULAR BOARD MEETING  
& PUBLIC HEARING

BOARD OF DIRECTORS  
INDIAN WELLS VALLEY WATER DISTRICT

JANUARY 8, 2024

The Regular Meeting and Public Hearing of the Board of Directors of the Indian Wells Valley Water District was called to order by President Kicinski at 4:30 p.m. in the Board of Directors Hearing Room, 500 West Ridgecrest Boulevard, Ridgecrest, California. **CALL TO ORDER**

The Pledge of Allegiance was led by Ron Kicinski. **PLEDGE**

**DIRECTORS PRESENT:** President Ronald R. Kicinski  
Vice President David C.H. Saint-Amand  
Director Mallory J. Boyd  
Director Stan G. Rajtora **ROLL CALL**

**ATTENDING VIA TELECONFERENCE:** Director Charles D. Griffin

**STAFF PRESENT:** George Croll, General Manager  
Jim Worth, Attorney  
Jason Lillion, Operations Manager  
Renée Morquecho, Chief Engineer  
Tyrell Staheli, Chief Financial Officer  
Lauren Smith, Recording Secretary

**AGENDA DECLARATION** **AGENDA DECLARATION**  
Recording Secretary, Lauren Smith, reported that the agenda for today's Regular Board Meeting and Public Hearing was posted on Thursday, January 4, 2024.

**CONFLICT OF INTEREST DECLARATION** **CONFLICT OF INTEREST**  
Director Saint-Amand stated his opinions shared during this meeting are his own and do not necessarily reflect the opinions of his employer, nor the Board.

**PUBLIC QUESTIONS AND COMMENTS ON CLOSED SESSION** **PUBLIC COMMENTS**  
None.

With no further Board or Public comments, President Kicinski recessed the meeting and adjourned to Closed Session at 4:32 p.m.

**CLOSED SESSION** **CLOSED SESSION**  
The meeting was reconvened in Closed Session at 4:42 p.m.

Closed Session was adjourned at 6:03 p.m.

The meeting was reconvened to Open Session at 6:08 p.m.

Jim Worth reported the Board concluded Labor Negotiations, effective January 22, 2024, the District will be following a 4/10 work week schedule. No other action was taken that requires disclosure under the Brown Act. **CLOSED SESSION REPORT**

**PUBLIC QUESTIONS AND COMMENTS**

The Board heard public comment from Mike Neel, Bob Blackwell (handout attached), and Judie Decker. **PUBLIC COMMENTS**

**PUBLIC HEARING**

President Kicinski opened the Public Hearing to discuss the 2023 Draft Water Shortage Contingency Plan (WSCP). **PUBLIC HEARING: WSCP**

No written comments were received. The Board heard public comment from Renee Westa-Lusk.

Director Rajtora submitted comments on the WSCP (attached).

President Kicinski closed the Public Hearing.

MOTION: was made by Vice President Saint-Amand and seconded by Director Boyd to adopt Ordinance No 108: Rescinding Ordinance No 105 and approving the 2023 Draft Water Shortage Contingency Plan. Motion was carried by the following roll call vote:

President Kicinski:	Aye
Director Boyd:	Aye
Director Griffin:	Absent
Director Rajtora:	Nay
Vice President Saint-Amand:	Aye

**CONSENT CALENDAR**

MOTION: was made by Vice President Saint-Amand and seconded by Director Boyd approving the Minutes of the December 11, 2023, Regular Board Meeting, and Payment of Accounts Payable totaling \$895,028.23. Motion was carried by the following roll call vote: **CONSENT CALENDAR**

President Kicinski:	Aye
Director Boyd:	Aye
Director Griffin:	Absent
Director Rajtora:	Aye
Vice President Saint-Amand:	Aye

**ADMINISTRATION/EXECUTIVE COMMITTEE**

Staff presented a proposed Travel Policy to include a Per Diem versus a "per meal amount". Employees will no longer need to save and submit receipts for meals purchased while attending a conference. Due to special reporting requirements, Directors will still need to save and submit receipts for meal purchases. **ADMIN/EXEC CM: DRAFT TRAVEL POLICY**

MOTION: was made by Vice President Saint-Amand and seconded by Director Rajtora to approve the Travel Policy as presented. Motion was carried, unanimously. (Ayes: Boyd, Kicinski, Rajtora, Saint-Amand. Nays: None. Absent: Griffin.)

**CHANGE OF WATER MANAGEMENT COMMITTEE DATE**

**WM CM CHANGE**

The Board discussed changing the date and/or time of the standing Water Management Committee meetings. It was stated it would be best to hold the meeting prior to the IWVGA Board meetings.

The Board proposed changing the start time of the Administration/Executive Committee to 2:00 p.m., followed by the Water Management Committee at 3:00 p.m. Both meetings would be scheduled for the Wednesday prior to the Board meetings.

MOTION: was made by Vice President Saint-Amand and seconded by Director Rajtora to change the Water Management Committee meeting to the Wednesday prior to the Board meetings at 3:00 p.m. and to change the Administration/Executive Committee meetings to 2:00 p.m., remaining on the Wednesday prior to the Board meetings. Motion was carried, unanimously. (Ayes: Boyd, Kicinski, Rajtora, Saint-Amand. Nays: None. Absent: Griffin.)

**INDIAN WELLS VALLEY GROUNDWATER AUTHORITY (IWVGA)**

**IWVGA**

The Board discussed agenda items for the upcoming IWVGA meeting scheduled for January 10<sup>th</sup>, and on-going topics, including:

- Water Year (WY) 2023 Draft Annual Report
- Five-year update to the Groundwater Sustainability Plan (GSP)
- Change of the chair and vice chair rotation of the GA Board and potential conflict of the GA bylaws

The Board heard public comment from Judie Decker.

**COMPREHENSIVE ADJUDICATION**

**COMPREHENSIVE ADJUDICATION**

Jim Worth reported on the December 15, 2023, Hearing. The primary purpose of the hearing was to determine if de-minimis pumpers needed class counsel to represent them in the adjudication.

Mr. Worth reported on the District's requirement of notifying all parcel owners in the basin and the necessary steps going forward. The District is required to advise the court of their plan to notify the remaining parcels by January 16<sup>th</sup>.

The next Hearing is scheduled for March 22, 2024, 1:30 p.m. to address any outstanding issues and try to get a Phase 1 Trial set.

**GENERAL MANAGER AND STAFF UPDATE**

**GENERAL MANAGER AND STAFF UPDATE**

As of today, employees at the Water District have worked 369 days since the last recordable injury.

Mr. Croll commented on the December 2023 Well Production. Water consumption was down 14.8% compared to the same months in 2013. Mr. Croll also reported on WaterSmart outreaches made in December.

Mr. Croll will be visiting Coso Geothermal on January 19<sup>th</sup>. He will also be speaking at the Republican Women's Club on February 16<sup>th</sup>, as well as at the Economic Outlook Conference on February 22<sup>nd</sup>.

**PUBLIC OUTREACH**

Mr. Croll commented on the Conservation as a Way of Life. He compared different populations and Residential gallons per capita per day

**STATE REG. UPDATES**

(R-gpcd). Staff will continue to stay informed on the mandates and update the Board as necessary.

The Board heard public comment from Judie Decker.

Ty Staheli and George Croll will be attending a Virtual Workshop on January 17<sup>th</sup> regarding the State Electric Vehicle (EV) Mandate. Staff will update the Board accordingly. Item to be added to the February Board meeting agenda.

The Board reviewed the draft agenda for the 2024 Annual Board Workshop scheduled for January 12, 2024; at 9:00 a.m. The Board made minor changes and approved for posting. 2024 ANNUAL BOARD WORKSHOP

CSE performed some limited startup/pump testing activities December 13<sup>th</sup>. It was discovered at that time that there is a need for some motor/pump control setting changes. At this time, the District is waiting for CSE to schedule the electricians to make the needed programming changes and to then begin the 2-day operational testing and 7-day live testing. BOOSTER STATIONS

The estimated year-to-date revenues as of December 31, 2023, are \$7,662,826 and expenses are \$8,187,762. Expenditures exceeded revenues by \$524,936, which is better than budget by \$150,382. To date, the District has paid \$13,430,089 in GA Fees to the Groundwater Authority. FINANCIAL STATUS

Mr. Staheli reported on the following conservation items: State Water Resources Control Board (SWRCB) Water Waster Report - for 2023, there was a total of 64 water waste reports received with 64 contacts made. There were 24 formal Second Notices and seven penalties issued. CONSERVATION

The notice inviting bids went out on Friday December 1<sup>st</sup>. The District, along with Krieger & Stewart (K&S) performed a mandatory job walk on Thursday, December 18<sup>th</sup> with eight contractors present. Staff is currently fielding design and logistic questions from the possible bidding contractors, which are due by January 11<sup>th</sup>, with the bids due by January 14<sup>th</sup>. Staff, along with Cal-Muni will make the bond rating presentation to S&P on January 23<sup>rd</sup>. Everything is still on target for awarding the pipeline project at the February Board meeting. INYOKERN RD TRANSM. MAIN

Plants are off for the season. Staff continues to sift media and is currently making calculations with the anticipation of purchasing new media before the summer pumping season. Staff received quotes for the replacement media and will be discussing. ARSENIC TREATMENT

Mr. Lillion reported for the month of December, two services were repaired and 30 were replaced. The NO-DES truck made 11 runs in December, filtering 88,329 gallons. Since inception, the NO-DES truck has filtered 9,249,984 gallons. Zero valves were exercised. OPERATIONS

**BOARD COMMENTS/FUTURE AGENDA ITEMS**

**BOARD COMMENTS**

Vice President Saint-Amand commented the District and Board of Directors are operating with integrity and transparency while trying to do what needs to be done in the most efficient and effective manner and for the most reasonable cost to its ratepayers.

President Kicinski commented on the upcoming busy year including projects, the adjudication, and activities with the GA. He also thanked the staff for their ongoing hard work.

**ADJOURNMENT**

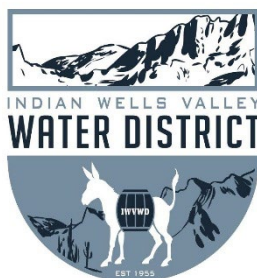
**ADJOURNMENT**

With no further business to come before the Board, the meeting was adjourned at 7:26 p.m.

Respectfully submitted,

**APPROVED:** \_\_\_\_\_

Lauren Smith  
Recording Secretary



# **January 8, 2024 Board Meeting Attachments**

THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN

<b>IWV WATER DISTRICT</b>
<b>Public Hearing</b>

Case Number \_\_\_\_\_

**DECLARATION OF  
PUBLICATION (2015.5 C.C.P.)**

State of California, County of Kern, ss:

Declarant says:

That at all times, herein mentioned, declarant is and was a citizen of the United States, over the age of twenty-one years, and not a party to nor interested in the within matter; that declarant is the principal clerk of the printer and the publisher of THE DAILY INDEPENDENT, a newspaper of general circulation printed and published daily in the City of Ridgecrest, Indian Wells Judicial District, County of Kern, State of California, which newspaper has been adjudicated a newspaper of general circulation by the said Superior Court by order made and renewed July 8, 1952, in Civil Proceeding No. 58584 of said Court: that the instrument of which the annexed in a printed copy has been published in each regular and like issue of said newspaper (and not any supplement thereof) on the following dates, to-wit:

December 22, 2023

December 29, 2023

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON December 29, 2023, at  
Ridgecrest California.

Declarant Marcia L. Lugo

**NOTICE OF  
PUBLIC HEARING**

**INDIAN WELLS  
VALLEY WATER  
DISTRICT**

**2023 Water  
Shortage  
Contingency Plan**

Pursuant to Section 6066 of the Government Code and Section 10642 of the Water Code, NOTICE IS HEREBY GIVEN that the Indian Wells Valley Water District (District) will hold a public hearing as an opportunity to provide input on the District's Draft 2023 Water Shortage Contingency Plan (WSCP). The Draft WSCP prepared by Krieger & Stewart is available for inspection online at <https://www.iwvwd.com>, under the Public Documents tab: Public Reports/CEQA, and at the Indian Wells Valley Water District Office, 500 W. Ridgecrest Blvd., Ridgecrest California.

Ridgecrest California.

Public comments on the WSCP must be submitted to the Indian Wells Valley Water District, 500 W. Ridgecrest Blvd., Ridgecrest, California 93555, Attn: Lauren Smith by January 8, 2024. The Public Hearing and consideration for adoption of the WSCP will be held on Monday, January 8, 2024, at 6:00 p.m. or soon thereafter as the matter may be heard, in the Board Room, Indian Wells Valley Water District, 500 W. Ridgecrest Blvd., Ridgecrest California, at which time and place all interested persons shall have the opportunity to present their comments or concerns to the Board of Directors. The District may proceed to adopt the WSCP after completion of the Public Hearing.

(12/22, 12/29/2023)

**IWV WATER DISTRICT**  
**WSCP Summary**

Case Number \_\_\_\_\_

**DECLARATION OF  
PUBLICATION (2015.5 C.C.P.)**

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December 29, 2023

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON December 29, 2023, at  
Ridgecrest California.

Declarant *Meris Lueck*

**Indian Wells Valley  
Water District  
Summary of  
Ordinance No. 108  
2023 Water  
Shortage  
Contingency Plan  
Summary**

This summary of the 2023 Water Shortage Contingency Plan ("WSCP") has been prepared to comply with California Water Code (CWC) Section 31027 allowing a summary to be prepared in place of the full Ordinance proposed for adoption by the Board of Directors ("Board") of the Indian Wells Valley Water District ("District"). The Board will take public comments and consider adopting the WSCP, by way of Ordinance No. 108, at its regularly scheduled board meeting on January 8, 2024 at 6:00 pm at the District's office located at 500 W. Ridgecrest Blvd., Ridgecrest CA 93555.

The 2023 WSCP updates and, upon approval, supersedes the 2020 WSCP, adopted by way of Ordinance No. 105 on August 9, 2021. The primary purpose of the 2023 WSCP is to comply with the requirements of CWC Sections 10632, CWC Sections 10632.1 thru 10632.5, and CWC Sections 365 thru 367. The District has a civic and legal responsibility to provide for the water-related health and safety needs of the community. During a water shortage or a catastrophic interruption of water supplies, the District will take actions to minimize the interruption in water service to its customers to the extent possible, until normal service can be resumed. The WSCP includes a

water supply reliability analysis and sets forth actions, prohibitions, and penalties to be implemented during various levels of a water shortage or a catastrophic interruption of water supplies to help ensure the District can provide continuous service to its customers during a severe or extended water shortage, including one in which the District has access to less than 50% of its normal water supply.

The District has developed a rationing plan to implement during a Water Supply Shortage which coincides with the actions to be taken during a Drought State of Emergency or a Local Water Supply Shortage.

The rationing plan includes voluntary and mandatory rationing. Voluntary rationing occurs when a Level 1 shortage condition ( $\leq 10\%$  water supply shortage), Level 2 shortage condition ( $>10$  to  $\leq 20\%$  water supply shortage), or Level 3 shortage condition ( $>20$  to  $\leq 30\%$  water supply shortage) exists or a Drought State of Emergency has been declared by the Governor. Mandatory rationing will be implemented when a Level 4 shortage condition ( $>30$  to  $\leq 40\%$  water supply shortage), Level 5 shortage condition ( $>40$  to  $\leq 50\%$  water supply shortage), or Level 6 shortage condition ( $>50\%$  water supply shortage) exists or a Local Water Supply Shortage has been declared by the District.

The District will implement voluntary measures during all six shortage conditions, a Local Water Supply Shortage, or a Drought State of Emergency. The voluntary nature of said measures does not waive the requirements of District Ordinance 103 or the penalties applicable to the violations thereof.

In the event of a Level 4, Level 5, or Level 6 shortage condition or a Local Water Supply Shortage, water use in excess of Tier 1 in a single billing cycle is considered Excessive Water Use and is subject to penalties. A customer exceeding Tier 1 usage in a single billing cycle shall be assessed a fine of \$100 for the initial HCF (hundred cubic feet, equivalent to 748 gallons) of usage in Tier 2. An additional fine of \$10, \$15, or \$20, depending on shortage level, for each HCF of usage over the initial Tier 2 HCF of usage shall be assessed in addition to the base rate. For each consecutive billing cycle that a customer's usage exceeds Tier 1, the previous fine shall be increased by \$100 for the initial HCF of usage in Tier 2. The additional \$10, \$15, or \$20 fine for each HCF of usage over the initial Tier 2 HCF of usage shall similarly increase \$10, \$15, or \$20 in addition to the base rate. The fines shall increase in increments of \$100 and \$10, \$15, or \$20, depending on water shortage level, respectively, up to a maximum of \$500 for the initial HCF of Tier 2 usage and \$50 for each additional HCF over the initial HCF of Tier 2 usage in addition to the base rate. Any fine resulting from violation of the WSCP will be added to the customer's water bill and is due and payable with that water bill.

During a period for which the Governor has issued a proclamation of a Drought State of Emergency, water use in excess of Tier 1 water use is considered Excessive Water Use. Water use in excess of Tier 1 of the District's rate structure in a single billing cycle will be



**IWV WATER DISTRICT**  
**WSCP Summary**

Case Number \_\_\_\_\_

**DECLARATION OF  
PUBLICATION (2015.5 C.C.P.)**

State of California, County of Kern, ss:

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\_\_\_\_\_  
\_\_\_\_\_  
**December 29, 2023**  
\_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON December 29, 2023, at  
Ridgecrest California.

Declarant Merio Lueck

assessed a fine of 1% of the total Tier 2 use during that billing cycle until the Drought State of Emergency is declared over by proclamation of the Governor or like action. Any fine resulting from violation of the WSCP will be added to the customer's water bill and is due and payable with that water bill.

Consistent with due process, the District has established a process and conditions for the appeal of a fine imposed for Excessive Water Use.

In the event of a catastrophic interruption of water supplies, the District will establish mandatory monthly allotments for each connection. The water allotment for a residential customer is based on the minimum quantity that is required for health and safety needs. The District has established said minimum quantity as 68 gallons per capita per day (gpcd). Each single-family residential connection will receive no more than 103 HCF per year (68 gpcd x 3.1 persons x 365 days = 76,942 gallons = 103 HCF) plus 20% of the allotment. The 103 HCF per year equates to 0.2822 HCF per day. This daily figure will be used to calculate the monthly allotments based on the number of days in the relevant month(s). Each multi-family residential connection will receive no more than 76 HCF per year (68 gpcd x 2.3 persons x 365 days = 57,086 gallons = 76 HCF) per dwelling plus 20% of the allotment. The 76 HCF per year equates to 0.2082 HCF per day. This daily figure will be used to calculate the monthly allotments based on the number of days in the relevant month(s).

The allotment for commercial and industrial connections will be no more than 60% of average usage for said account for the same billing month over a selected three-year base period. Increased allotments may be approved under specific circumstances. Government agencies may have separate allotments. Customers may appeal their allotment in accordance with the established procedure.

This summary is intended to provide an overview of the District's 2023 Water Shortage Contingency Plan. The entire Plan is available to review on the District's website, www.iwvwd.com, or a hard copy can be viewed at the District's office located at 500 W. Ridgecrest Blvd., Ridgecrest CA 93555. As previously stated, the Board will take public comments and consider adopting the WSCP, by way of Ordinance No. 108 at its regularly scheduled board meeting on January 8, 2024 at 6:00 pm at the District's office located at 500 W. Ridgecrest Blvd., Ridgecrest CA 93555.

(12/29/2023)

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INDIAN WELLS VALLEY WATER DISTRICT  
500 W RIDGECREST BLVD  
RIDGECREST, CA 93555

SBS# 3769435

### COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

WSCP Summary for Publication Dec 2023

To the right is a copy of the notice you sent to us for publication in the SAN BERNARDINO COUNTY SUN. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

12/29/2023

An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

**Indian Wells Valley Water District Summary of Ordinance No. 108 2023 Water Shortage Contingency Plan Summary** This summary of the 2023 Water Shortage Contingency Plan ("WSCP") has been prepared to comply with California Water Code (CWC) Section 31027 allowing a summary to be prepared and published in place of the full Ordinance proposed for adoption by the Board of Directors ("Board") of the Indian Wells Valley Water District ("District"). The Board will take public comments and consider adopting the WSCP, by way of Ordinance No. 108, at its regularly scheduled board meeting on January 8, 2024 at 6:00 pm at the District's office located at 500 W. Ridgecrest Blvd., Ridgecrest CA 93555. The 2023 WSCP updates and, upon approval, supersedes the 2020 WSCP, adopted by way of Ordinance No. 105 on August 9, 2021. The primary purpose of the 2023 WSCP is to comply with the requirements of CWC Sections 10632, CWC Sections 10632.1 thru 10632.5, and CWC Sections 365 thru 367. The District has a civic and legal responsibility to provide for the water-related health and safety needs of the community. During a water shortage or a catastrophic interruption of water supplies, the District will take actions to minimize the interruption in water service to its customers to the extent possible, until normal service can be resumed. The WSCP includes a water supply reliability analysis and sets forth actions, prohibitions, and penalties to be implemented during various levels of a water shortage or a catastrophic interruption of water supplies to help ensure the District can provide continuous service to its customers during a severe or extended water shortage, including one in which the District has access to less than 50% of its normal water supply. The District has developed a rationing plan to implement during a Water Supply Shortage which coincides with the actions to be taken during a Drought State of Emergency or a Local Water Supply Shortage. The rationing plan includes voluntary and mandatory rationing. Voluntary rationing occurs when a Level 1 shortage condition (10% water supply shortage), Level 2 shortage condition (>10 to 20% water supply shortage), or Level 3 shortage condition (>20 to 30% water supply shortage) exists or a Drought State of Emergency has been declared by the Governor. Mandatory rationing will be implemented when a Level 4 shortage condition (>30 to 40% water supply shortage), Level 5 shortage condition (>40 to 50% water supply shortage), or Level 6 shortage condition (>50% water supply shortage) exists or a Local Water Supply Shortage has been declared by the District. The District will implement voluntary measures during all six shortage conditions, a Local Water Supply Shortage, or a Drought State of Emergency. The voluntary nature of said measures does not waive the requirements of District Ordinance 103 or the penalties applicable to the violations thereof. In the event of a Level 4, Level 5, or Level 6 shortage condition or a Local Water Supply Shortage, water use in excess of Tier 1 in a single billing cycle is considered Excessive Water Use and is subject to penalties. A customer exceeding Tier 1 usage in a single billing cycle shall be assessed a fine of \$100 for the initial HCF (hundred cubic feet, equivalent to 748 gallons) of usage in Tier 2. An additional fine of \$10, \$15, or \$20, depending on shortage level, for each HCF of usage over the initial Tier 2 HCF of usage shall be assessed in addition to the base rate. For each consecutive billing cycle that a customer's usage exceeds Tier 1, the previous fine shall be increased by \$100 for the initial HCF of usage in Tier 2. The additional \$10, \$15, or \$20 fine for each HCF of usage over the initial Tier 2 HCF of usage shall similarly increase \$10, \$15, or \$20 in



\* A 0 0 0 0 0 6 6 5 3 8 8 8 \*

addition to the base rate. The fines shall increase in increments of \$100 and \$10, \$15, or \$20, depending on water shortage level, respectively, up to a maximum of \$500 for the initial HCF of Tier 2 usage and \$50 for each additional HCF over the initial HCF of Tier 2 usage in addition to the base rate. Any fine resulting from violation of the WSCP will be added to the customer's water bill and is due and payable with that water bill. During a period for which the Governor has issued a proclamation of a Drought State of Emergency, water use in excess of Tier 1 water use is considered Excessive Water Use. Water use in excess of Tier 1 of the District's rate structure in a single billing cycle will be assessed a fine of 1% of the total Tier 2 use during that billing cycle until the Drought State of Emergency is declared over by proclamation of the Governor or like action. Any fine resulting from violation of the WSCP will be added to the customer's water bill and is due and payable with that water bill. Consistent with due process, the District has established a process and conditions for the appeal of a fine imposed for Excessive Water Use. In the event of a catastrophic interruption of water supplies, the District will establish mandatory monthly allotments for each connection. The water allotment for a residential customer is based on the minimum quantity that is required for health and safety needs. The District has established said minimum quantity as 68 gallons per capita per day (gpcd). Each single-family residential connection will receive no more than 103 HCF per year ( $68 \text{ gpcd} \times 3.1 \text{ persons} \times 365 \text{ days} = 76,942 \text{ gallons} = 103 \text{ HCF}$ ) plus 20% of the allotment. The 103 HCF per year equates to 0.2822 HCF per day. This daily figure will be used to calculate the monthly allotments based on the number of days in the relevant month(s). Each multi-family residential connection will receive no more than 76 HCF per year ( $68 \text{ gpcd} \times 2.3 \text{ persons} \times 365 \text{ days} = 57,086 \text{ gallons} = 76 \text{ HCF}$ ) per dwelling plus 20% of the allotment. The 76 HCF per year equates to 0.2082 HCF per day. This daily figure will be used to calculate the monthly allotments based on the number of days in the relevant month(s). The allotment for commercial and industrial connections will be no more than 60% of average usage for said account for the same billing month over a selected three-year base period. Increased allotments may be approved under specific circumstances. Government agencies may have separate allotments. Customers may appeal their allotment in accordance with the established procedure. This summary is intended to provide an overview of the District's 2023 Water Shortage Contingency Plan. The entire Plan is available to review on the District's website, [www.iwvwd.com](http://www.iwvwd.com), or a hard copy can be viewed at the District's office located at 500 W. Ridgecrest Blvd., Ridgecrest CA 93555. As previously stated, the Board will take public comments and consider adopting the WSCP, by way of Ordinance No. 108 at its regularly scheduled board meeting on January 8, 2024 at 6:00 pm at the District's office located at 500 W. Ridgecrest Blvd., Ridgecrest CA 93555.

12/29/23

SBS-3769435#

## Water Shortage Contingency Plan Comment

S. Rajtora, Jan 2024

- 1) There are multiple procedures that need to be defined related to both Board and staff activity: How does the Board officially declare a water shortage? How is the specific level of shortage, see page 4-2, obtained? How much time is permitted between the system failure causing the shortage and the Board adoption of an action? What criteria is to be used to define the end of the water shortage; including what measurements will be used and how they will be used. How does the Board officially rescind the water shortage action? What is the role of the staff in the whole process? What procedures are in place to ensure that a water shortage is not overlooked? Once declared, how will the progress to mitigate the shortage be monitored and reported? Once declared, will the shortage level be changed to reflect a reduced water shortage level due to increased supply or reduced demand? If so, will the change be automatic or require Board action?
  - 2) Current WD pumping is down to about 5,600 AF/YR, and yearly pumping is going down. As our pumping level goes down as the result of environmental awareness, it will become harder and harder to obtain a 30% pumping reduction from voluntary means. A 30% reduction to our current pumping results in pumping 3,900 AF/YR. Quantitative justification for relying on voluntary actions should be provided, or the Board should add mandatory actions for shortage level 3.
  - 3) A 40% reduction to our current pumping results in pumping 3,400 AF/YR. The tier 2 start point was set at 20 units to account for the excess pumping over 4,390 AF/YR, the GA allocation. It is not clear how setting the excess use limit to the 20 units per month is going to reduce pumping below 4,390 AF/YR. Additional justification is needed.
  - 4) Some customers are currently permitted to change the structure of their water payment via a change to the size of their meter. My limited review of the document did not find where that issue was addressed. The WSCP should not permit a change to the customer's pay structure reducing their payment after a water shortage has been declared. If this is not included, it needs to be added.
- 
- 5) The term 'rationing' is being misused. I am not aware of a District capability to control the distribution of water to customers. Imposing fees and fines is not rationing. If the intent is truly to ration water, i.e., control the distribution, the document should explain how that will be accomplished.

**CEASE AND DESIST NOTICE AND ORDER**  
TO WHOMEVER DISPLAYED THIS ITEM. THIS ITEM IS A COPY OF NATIVE IMAGES OWNED BY THE KAWAIIISU NATION. IT WAS REPLICATED WITHOUT KAWAIIISU PERMISSION FOR COMMERCIAL PURPOSES IN VIOLATION OF CALIFORNIA AND FEDERAL LAW. THIS ITEM MUST BE REMOVED IMMEDIATELY UNTIL TRIBAL PERMISSION IS OBTAINED. SOME ITEMS ARE SO RELIGIOUSLY OFFENSIVE AND RACIST THAT TRIBAL PERMISSION WILL NOT EVER BE GIVEN. LARGE ITEMS THAT ARE NOT REMOVABLE IN 30 DAYS MUST BE FULLY COVERED UNTIL REMOVED.

IF ANYONE WANTS TO UNDERSTAND THE ISSUES BETTER THE PLEASE READ THE FOLLOWING ARTICLE: A FESTIVAL OF THEFT <https://alumpsterfires.substack.com/p/a-festival-of-theft>

THIS ACTION IS A PROTECTED BY THE FIRST AMENDMENT OF THE US CONSTITUTION. THIS CEASE AND DESIST NOTICES WILL BE REMOVED WITHIN 10 DAYS OF THEIR POSTING TO GIVE OFFENDING PARTIES, WHETHER PUBLIC OR PRIVATE ENTITIES, REASONABLE TIME TO REMOVE OR COVER THEM FROM PUBLIC VIEW. IT SHOULD NOT TAKE OFFENDERS MORE THAN 30 DAYS TO REMOVE OR COVER

# STOP THE GENOCIDE OF THE KAWAIIISU PEOPLE AND CULTURE



## STOP THE STEAL OF OUR HERITAGE

Kawaiisu people are protesting this weekend the Petroglyph Festival and Maturango Museum as an cultural misappropriation. It is part of a 175 year cultural Genocide started in 1850. The Kawaiisu people have lived in the greater Ridgecrest area for over 56,000 years. The Petroglyphs, or as the Kawaiisu call them: Po-o-ka-di, the writings, that are located on the NAWSCL are the math, history, science, religion and language of the Kawaiisu. They deserve to be recognized and respected not hijacked for monetary gain by the Museum. All credible maps dating back over 300 years recognize the Ridgecrest area and the land of the naval station as Kawaiisu territory. This includes all the recent tribal maps created by the State. Starting in the 1850's, a 175 year campaign began to erase the Kawaiisu people and their Culture from Kern County. It was a deliberate genocide based on one thing, European settler greed. The goal was to steal Kawaiisu land and water and give it to the new settlers for mining, farming and oil production. In the early 1850s all Kawaiisu were forcibly removed from the land by the State of Ca and the U.S. military. They were moved to eastern most Kern County and put into a prison camp. In the year 1850, the State passed law (California Act GPI) to legalize the enslavement of the Kawaiisu and other natives in State run concentration camps. In that camp over 100,00 natives died at the same time their land was being stolen. The Festival this weekend is an insult to the Kawaiisu people. It is an attempt to steal and monetize their art and culture. The art and heritage is owned by the indigenous people who created them. The museum and festival is a fraud as they steal the Kawaiisu creations and Culture to make money. They ignore the indigenous people and their culture that created the art. For your information, many descendants of the original creators are your neighbors in Ridgecrest.

Please call Bob at 843-467-0745 for any questions you have.

MINUTES OF THE SPECIAL BOARD MEETING WORKSHOP

BOARD OF DIRECTORS  
INDIAN WELLS VALLEY WATER DISTRICT

JANUARY 12, 2024

The Special Board Meeting Workshop of the Board of Directors of the Indian Wells Valley Water District was called to order by President Kicinski at 9:00 a.m. in the Board of Directors Hearing Room, 500 West Ridgecrest Boulevard, Ridgecrest, California. **CALL TO ORDER**

The Pledge of Allegiance was led by David Saint-Amand. **PLEDGE**

**DIRECTORS PRESENT:** President Ronald R. Kicinski  
Vice President David C.H. Saint-Amand  
Director Charles D. Griffin  
Director Stan G. Rajtora **ROLL CALL**

**DIRECTORS ABSENT:** Director Mallory J. Boyd

**STAFF PRESENT:** George Croll, General Manager  
Jim Worth, Attorney  
Tim Parker, Consulting Hydrogeologist  
Jason Lillion, Operations Manager  
Renée Morquecho, Chief Engineer  
Tyrell Staheli, Chief Financial Officer  
Lauren Smith, Recording Secretary

**AGENDA DECLARATION**

Recording Secretary, Lauren Smith, reported that the agenda for today's Special Board Meeting Workshop was posted on Tuesday, January 9, 2024. **AGENDA DECLARATION**

**CONFLICT OF INTEREST DECLARATION**

Director Saint-Amand stated his opinions shared during this meeting are his own and do not necessarily reflect the opinions of his employer, nor the Board. **CONFLICT OF INTEREST**

**PUBLIC QUESTIONS AND COMMENTS**

None. **PUBLIC COMMENTS**

**AWARD OF PURCHASE OF ARSENIC PLANT REPLACEMENT MEDIA**

Staff presented quotes from Pureflow and Filtrionics for Board Consideration for the purchase of replacement media for the arsenic plant filters. **AWARD OF PURCHASE**

**MOTION:** was made by Director Griffin and seconded by Vice President Saint-Amand approving Award of Purchase to Pureflow and Filtrionics for the replacement media for the arsenic plant filters. Motion was carried by the following roll call vote:

President Kicinski:	Aye
Director Boyd:	Absent
Director Griffin:	Aye
Director Rajtora:	Aye
Vice President Saint-Amand:	Aye

**BOARD WORKSHOP**

The Board reviewed the list included in the Board Workshop packet. It was unanimously decided to have the Board and the Potential Strategic Planning Effort Ad-Hoc Committee review and prioritize the list, and update at upcoming Board meetings.

**BOARD  
WORKSHOP  
POTENTIAL  
STRATEGIC  
PLANNING  
EFFORT**

The Board agreed to review previous cost estimates and recalculate to current costs and present to the Board for discussion. Staff to reengage with the City to discuss possible avenues of a cooperative wastewater treatment plant. Krieger & Stewart (K&S) to update previous wastewater study costs and plans.

**WASTEWATER**

The Board heard public comment from Judie Decker and Mike Neel.

The Board chose to discuss this topic under agenda item # 8.A.6.

**ALT WATER  
SOURCES**

Board directed George Croll to work with President Kicinski, engineering, and other necessary staff and consultants to review previous Request For Proposals (RFPs) from LADWP, and supporting documentation, and establish a conversation with Los Angeles Department of Water and Power (LADWP). Updates to be provided to the Board as necessary.

**CAPTURE LADWP  
WATER  
OVERFLOW**

The Board heard public comment from Judie Decker and Mike Neel.

The Board discussed the reports they would like to receive from the General Manager on a regular basis. The reports to include the monthly production, with yearly totals. Monthly report on conservation results, safety reports, Senate and Assembly Bill updates pertinent to the District, etc.

**GM/STAFF  
REPORTS**

The Board reviewed the list of projects and prioritized them as follows:

1. Injection wells and/or percolation ponds
2. Wastewater reuse
3. El Paso Basin study/usage
4. Supplemental water

**PROJECT  
PRIORITY  
BASED ON FY24  
FUNDING**

Staff to review the prioritized list and provide estimated costs to the Board.

The Board heard public comment from Mike Neel and Judie Decker.

The Board recessed the meeting at 11:13 a.m.

The meeting was reconvened at 11:37 a.m.

Updated 2023 District Goals and Accomplishments and 2024 Goals were presented by staff. **2023/2024 GOALS**

Director Griffin expressed his concerns with the list of projects being postponed due to budget constraints. He commented on the potential need to review the budget, considering the increase in water conservation and high fees paid to the IWVGA. He would like staff to have peace of mind that their job is secure, even with the budgetary constraints. **BOARD GOALS**

Director Rajtora reiterated that staff shouldn't be stressed because of money issues, as it is the Board's job to do so.

Vice President Saint-Amand commented on the overpayment of fees to the IWVGA. He also commented on the recent Rate Structure that took effect on January 1<sup>st</sup>, and increase in revenue, which could help with funding upcoming projects. His priority zero is maintenance, and the magnitude of putting it off.

President Kicinski concurred with previous comments regarding the importance of finances.

None to address.

**REVIEW OUTS. ISSUES**

**BOARD COMMENTS/FUTURE AGENDA ITEMS**

The Board collectively thanked the staff for their continued hard work.

**BOARD COMMENTS**

Staff to present an update on the deferred maintenance list at the next Board Meeting for discussion.

**ADJOURNMENT**

**ADJOURNMENT**

With no further business to come before the Board, the meeting was adjourned at 12:50 p.m.

Respectfully submitted,

Lauren Smith  
Recording Secretary

**APPROVED:** \_\_\_\_\_



MINUTES OF THE SPECIAL BOARD MEETING

BOARD OF DIRECTORS  
INDIAN WELLS VALLEY WATER DISTRICT

JANUARY 18, 2024

The Special Board Meeting of the Board of Directors of the Indian Wells Valley Water District was called to order by President Kicinski at 3:00 p.m. in the Board of Directors Hearing Room, 500 West Ridgecrest Boulevard, Ridgecrest, California. **CALL TO ORDER**

The Pledge of Allegiance was led by David Saint-Amand. **PLEDGE**

DIRECTORS PRESENT: President Ronald R. Kicinski  
Director Mallory J. Boyd  
Director Charles D. Griffin  
Director Stan G. Rajtora  
Vice President David C.H. Saint-Amand **ROLL CALL**

DIRECTORS ABSENT: None

STAFF PRESENT: Jason Lillion, Operations Manager  
Renée Morquecho, Chief Engineer  
Tyrell Staheli, Chief Financial Officer  
Lauren Smith, Recording Secretary

VIA TELECONFERENCE: Jim Worth, Attorney

**AGENDA DECLARATION**

Recording Secretary, Lauren Smith, reported that the agenda for today's Special Board Meeting was posted on Wednesday, January 17, 2024. **AGENDA DECLARATION**

**CONFLICT OF INTEREST DECLARATION**

Director Saint-Amand stated his opinions shared during this meeting are his own and do not necessarily reflect the opinions of his employer, nor the Board. **CONFLICT OF INTEREST**

**PUBLIC QUESTIONS AND COMMENTS**

Board heard public comment from Sophia Merk. **PUBLIC COMMENTS**

**2024 CERTIFICATES OF PARTICIPATION**

The Board reviewed Resolution No. 24-01 Pertaining to the Authorization, Sale and Delivery of 2024 Water Revenue Bonds Related to the Financing of the Water Transmission Pipeline Replacement Project, and Authorizing and Directing the Execution and Delivery of Required Legal Agreements. **2024 COP**

Bond Counsel - Cameron Weist (Weist Law); Municipal Advisor - Andrew Flynn (CalMuni Advisors) and Underwriter - Rene Moreno (FHN Financial Capital Markets) were attending via teleconference to address any of the Board's questions and/or concerns.

MOTION: was made by Director Boyd and seconded by Vice President Saint-Amand approving Resolution No. 24-01 Pertaining to the Authorization, Sale and Delivery of 2024 Water Revenue Bonds Related to the Financing of the Water Transmission Pipeline Replacement Project, and Authorizing and Directing the Execution and Delivery of Required Legal Agreements. Motion was carried by the following roll call vote:

President Kicinski:	Aye
Director Boyd:	Aye
Director Griffin:	Aye
Director Rajtora:	Aye
Vice President Saint-Amand:	Aye

**ADJOURNMENT**

**ADJOURNMENT**

With no further business to come before the Board, the meeting was adjourned at 4:17 p.m.

Respectfully submitted,

**APPROVED:** \_\_\_\_\_

Lauren Smith  
Recording Secretary

MINUTES OF THE SPECIAL BOARD MEETING

BOARD OF DIRECTORS  
INDIAN WELLS VALLEY WATER DISTRICT  
FEBRUARY 5, 2024

The Special Board Meeting of the Board of Directors of the Indian Wells Valley Water District was called to order by President Kicinski at 3:30 p.m. in the Board of Directors Hearing Room, 500 West Ridgecrest Boulevard, Ridgecrest, California. **CALL TO ORDER**

The Pledge of Allegiance was led by David Saint-Amand. **PLEDGE**

DIRECTORS PRESENT: President Ronald R. Kicinski  
Director Mallory J. Boyd  
Director Charles D. Griffin  
Director Stan G. Rajtora  
Vice President David C.H. Saint-Amand **ROLL CALL**

DIRECTORS ABSENT: None

STAFF PRESENT: Jason Lillion, Operations Manager  
Renée Morquecho, Chief Engineer  
Tyrell Staheli, Chief Financial Officer

VIA TELECONFERENCE: Jim Worth, Attorney

**AGENDA DECLARATION**

Board President, Ron Kicinski, reported that the agenda for today's Special Board Meeting was posted on Thursday, February 1, 2024. **AGENDA DECLARATION**

**CONFLICT OF INTEREST DECLARATION**

Director Saint-Amand stated his opinions shared during this meeting are his own and do not necessarily reflect the opinions of his employer, nor the Board. **CONFLICT OF INTEREST**

**PUBLIC QUESTIONS AND COMMENTS**

None. **PUBLIC COMMENTS**

With no further Board or Public comments, President Kicinski recessed the meeting and adjourned to Closed Session at 3:32 p.m.

**CLOSED SESSION**

Closed Session was adjourned at 5:29 p.m. **CLOSED SESSION**

The meeting was reconvened to Open Session at 5:29 p.m.

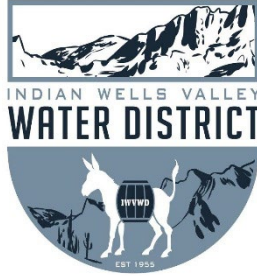
**ADJOURNMENT**

With no further business to come before the Board, the meeting was adjourned at 5:31 p.m. **ADJOURNMENT**

Respectfully submitted, **ADJOURNMENT**

**APPROVED:** \_\_\_\_\_

Lauren Smith  
Recording Secretary



**10.B.1.**

**MEMORANDUM**

**TO:** RENEÉ MORQUECHO, DISTRICT ENGINEER  
INDIAN WELLS VALLEY WATER DISTRICT **FILE:** 178-164.6 F/C

**FROM:** TRAVIS R. ROMEYN  
KRIEGER & STEWART, INCORPORATED **DATE:** 1/29/2024

**SUBJECT:** NORTHWEST TRANSMISSION MAINLINE REPLACEMENT  
RECOMMENDATION OF AWARD

On Thursday, January 18, 2024, the District received three bids for Bid Schedule I and four bids for Bid Schedule II for subject project, with the basis of award to be the lowest single responsive bid. The bid amounts are as follows:

<u>Contractor</u>	<u>Bid Schedule Totals</u>	
	<u>Bid Schedule I</u>	<u>Bid Schedule II</u>
Nicholas Construction, Inc.	<b>\$5,698,350.00</b>	No Bid
Weka, Inc.	\$6,260,791.00	\$8,196,614.60
John W. Fowler, Co.	\$8,981,440.00	\$9,815,044.00
Mladen Buntich Construction	No Bid	\$8,184,507.00
MNR Construction, Inc.	No Bid	\$9,773,450.00

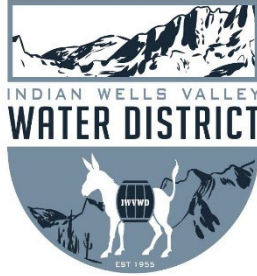
The bids received from Weka, Inc. and MNR Construction for Bid Schedule II contained mathematical errors; the corrected amounts are shown above.

The low bidder is Nicholas Construction, Inc. with a Total Bid in the amount of \$5,698,350 for Bid Schedule I.

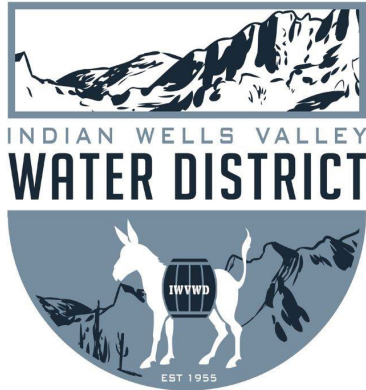
Nicholas Construction, Inc.'s bid contained two minor, correctable irregularities. First, the attest to signature on the Bid Bond was left blank. Second, Nicholas Construction failed to include current experience for one of their subbidders; however, both irregularities have been corrected by Nicholas Construction, Inc. All other components of Nicholas Construction, Inc.'s bid were complete and met the requirements of the Contract Documents.

Since Nicholas Construction, Inc. is an experienced, capable contractor with a current Class A (General Engineering) Contractor's License (No. 843461) which enables the company to perform the work under California State Law, Krieger & Stewart recommends awarding the contract to Nicholas Construction, Inc. for \$5,698,350.00.

TRR/lge  
178-164-RECAWARD



**10.C.1.**



Style Definition: Comment Text

# PERSONNEL MANUAL

Approved: ~~April 13, 2015~~ February 12, 2024

~~Amended: August 2016 (Per Memorandum of Understanding 07/01/2016)~~

~~Amended: July 2019 (Per Memorandum of Understanding 07/01/2019)~~

~~Amended: May 2020 (Addition of Policies 05/11/2020)~~

~~Amended: July 2021 (Addition of Policy 07/12/2021)~~

~~Amended: August 2023 (Addition of Policy 08/14/2023)~~

**ACKNOWLEDGMENT OF RECEIPT**

I hereby acknowledge the following:

- 1) I have read and understand the District’s Personnel Manual, and I acknowledge and specifically confirm that it is my responsibility to read and understand each and every provision contained within the Manual.
- 2) I have read and understand the District’s Substance Abuse Policy.
- 3) I understand and agree to follow the District’s confidentiality and security standards, also known as the Identity Theft Prevention Program Resolution No. 09-06, for handling sensitive documents and sensitive electronic data; including customer or applicant’s personal identification numbers, District passwords, use of District keys, etc.
- 4) I understand and specifically confirm that my employment with the District is AT-WILL and that I am free to terminate my employment with the District at any time, with or without reason. Similarly, the District has the right to terminate my employment, with or without reason, in the sole discretion of the District.
- 5) I understand the Personnel Manual is not intended to, nor shall it be construed as altering the AT-WILL relationship and that no individual or document can alter the AT-WILL relationship except by written authorization of the Board of Directors, relating specifically to, and naming me personally.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



## SECTION 1 - INTRODUCTION

### INTRODUCTION TO MANUAL

The Indian Wells Valley Water District Personnel Policy Manual (“Manual”) is a compilation of established District policies, rules and regulations which affect various personnel matters including, but not limited to, employment, compensation, promotions, paid and unpaid leaves, and disciplinary action. Employees should be aware that additional policies that affect various employment matters may exist or be adopted in the future. This Manual has been adopted by the District’s Board of Directors in an effort to promote good work ethics and employee well-being.

This Manual is intended to serve as an authoritative source of information. The reader must understand, however, that the policies contained in this Manual may be changed from time to time in order to reflect current conditions. Employees must at all time be aware of the policies referenced within this manual. It is the employee’s responsibility to read, understand, and be familiar with such policies, and any revisions to such policies.

**This Manual is not intended to create an employment contract between the District and any employee or group of employees. Unless otherwise explicitly stated in writing and explicitly confirmed by the District’s Board of Directors, all employees of the District are AT-WILL employees and as such, employment may be terminated at the will of the employee or by the District at any time and for any or no reason. No statement by any District employee, or provision within this Manual, is intended to, nor should be construed as, altering the AT-WILL employment relationship.** Instead, the Manual represents a set of guidelines which are intended to clearly define and standardize the District’s personnel administrative practices. The final decision as to the interpretation or application of any and all provisions of this Manual rests with the District’s Board of Directors.

### THE DISTRICT

The District is a public agency created and operated under the laws of the State of California. Its primary purpose is to provide water for domestic and commercial use to residents of the District. The District encompasses an area of approximately 40 square miles.

The District is governed by a five-person Board of Directors who are elected by the residents of the District for four-year terms. Each Director must be a voter within the District.

The Board of Directors regularly meets once each month, usually on the second Monday of the month. Among other duties, the Board establishes policies for the District’s activities and selects and hires a General Manager to carry out these policies in the administration, operation and maintenance of the District. The salary of the General Manager is fixed by the Board.

The General Manager employs and discharges all District employees and prescribes their duties. In addition, the General Manager determines the compensation of District employees, subject to the approval of the Board of Directors.

The Mission of the Indian Wells Valley Water District is to deliver the highest quality water at the best possible price while continuing to serve as respectful stewards of the environment.

The Vision of the Indian Wells Valley Water District is to provide for self-sustaining water resources now and for generations to come.

## **SECTION 2 - GENERAL PROVISIONS**

### **FAIR EMPLOYMENT**

All personnel actions including recruitment, hiring, training, and promotion will provide equal employment opportunity for all qualified job applicants and employees, and no personnel action shall be taken based upon race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, age, sexual orientation, political opinion, mental disability, physical disability, genetic information, gender, gender identity, gender expression, military and veteran status, or any other basis protected by federal or state laws, except where a bona fide occupational qualification exists.

### **VIOLATION OF RULES**

Any violation of these rules may be grounds for taking such disciplinary action, up to and including termination of employment, as prescribed herein or as the General Manager considers appropriate in light of all relevant circumstances.

### **ADOPTION AND AMENDMENT OF RULES**

These policies and rules are written to inform employees of standard District personnel policies and procedures. The District RESERVES THE RIGHT TO CHANGE, SUSPEND, OR REVOKE POLICIES, RULES, AND/OR BENEFITS DESCRIBED IN THIS MANUAL in any manner that it believes to be in the District's best interest and consistent with applicable law.

The General Manager shall interpret the provisions of this Manual, but all questions of policy regarding personnel rules and regulations shall be determined by the District's Board of Directors. In the event new rules are proposed or amendments to existing rules are suggested, the General Manager must give reasonable notice to each affected employee, prior to implementation by the Board of Directors of such rule or amendment.

Amendments and revisions of policies and rules, as well as adoption of new policies and rules, shall become effective immediately upon adoption by the Board of Directors and after reasonable notice to affected employees, unless otherwise specified.

### **SUBSTANCE ABUSE POLICY**

The District has a strong commitment to protect the safety of all of its employees and in this effort, it is specifically forbidden for any employee to be under the influence of, distribute, possess or use alcohol, marijuana, or illegal drugs while on duty or while on District premises. Employees who violate this policy will be subject to appropriate disciplinary action, up to and including termination of employment. Illegal drugs include prescription medications which have not been properly prescribed to the employee. "Under the influence" means that the illegal drug or alcohol is present in any scientifically detectable manner.

The District may require drug and/or alcohol testing of individuals under the following circumstances:

1. Upon an offer of employment for a position that has been designated as a “Safety-Sensitive” position.
2. When an employee’s supervisor has a reasonable suspicion that the employee is intoxicated or under the influence of a prohibited substance, as determined by objective and specific personal observations or occurrences.
3. An accident or an incident in which safety precautions were violated or unusually careless acts were performed or involving damage in excess of \$1,000.00
4. As part of a chemical testing program instituted as a result of prior disciplinary proceedings against the employee related to the use of prohibited substances.
5. Routinely as part of a physical examination associated with (1) the promotion of an employee to a Safety-Sensitive Position, and/or (2) upgrading the driver’s license so that chemical testing is required pursuant to California Department of Transportation requirements.
6. Where an employee admits to the abuse of legal drugs or the use of prohibited substances and agrees to testing and treatment as a condition of continued employment.
7. Some employees may be subject to specified federal or state substance abuse testing and chemical testing, such as those required by the Department of Transportation. Any such federal or state required chemical testing shall be in addition to any chemical test conducted pursuant to this Policy. Employees subject to such testing shall be advised of that fact.

For the purpose of ensuring accurate testing and avoiding handling errors, District employees shall have the opportunity to divide their required sample and have two independent qualified laboratories concurrently test said sample. If both test results are positive then the test result shall be considered and treated as positive. If one or more of the test results are negative then the test result shall be considered and treated as negative. Employees shall be responsible for payment of the second laboratory test only when the test is positive. Payment for said test may be deducted from said employee’s wages or accrued vacation time.

#### **POLICY AGAINST HARASSMENT IN THE WORK PLACE**

The District has a continuing policy to provide equal employment opportunity to all persons regardless of race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, age, sexual orientation, political opinion, mental disability, physical disability, genetic information, gender, gender identity, gender expression, military and veteran status, or any other basis protected by federal or state laws. As part of this policy, the District hereby declares that discrimination constitutes harassment and is, therefore, prohibited. The District is committed to providing a work environment that is free of discrimination and harassment. All employees are required to take anti-harassment training every two years. Harassment includes, but is not limited to, the following:

Verbal Harassment: Examples of verbal harassment include, but are not limited to, epithets, derogatory comments or slurs based upon a person's race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, age, sexual orientation, political opinion, mental disability, physical disability, genetic information, gender, gender identity, gender expression, or military and veteran status, or any other basis protected by federal or state laws.

Physical Harassment: Examples of physical harassment include, but are not limited to, assault, impeding or blocking movement or any physical interference with normal work or movement when directed at an individual based upon a person's race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, age, sexual orientation, political opinion, mental disability, or physical disability, genetic information, gender, gender identity, gender expression, or military and veteran status, or any other basis protected by federal or state laws.

Visual Forms of Harassment: Examples of visual forms of harassment include, but are not limited to, derogatory posters, cartoons or drawings based upon a person's race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, age, sexual orientation, political opinion, mental disability, or physical disability, genetic information, gender, gender identity, gender expression, or military and veteran status, or any other basis protected by federal or state laws.

Sexual Harassment: Examples of sexual harassment include, but are not limited to, any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when submission to such conduct is explicitly or implicitly 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 decisions affecting that individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Types of Sexual Harassment are defined as follows:

- Hostile Environment Harassment. Regular or repeated actions or objects that have the effect of creating an intimidating, hostile, or offensive work environment. The actions can be either a single occurrence or ongoing behaviors in combination with other forms of environmental harassment that occur over time.
- Quid Pro Quo Harassment. Unwanted conduct affects or may be perceived to affect the terms or conditions of a person's employment (e.g., exchanging a promotion or job benefit for sexual favors). The nature of this type of harassment requires that the harasser be a supervisor or another person in the organizational structure in a position to provide or deny a benefit, change the conditions of employment, or otherwise have the power to affect the victim's job.

Reporting: It is a directive of the Board of Directors that ALL District employees share in the responsibility of ensuring a working environment free of harassment. Accordingly, any employee who believes he or she has been harassed by a co-worker, supervisor or any agent of the District, or who has witnessed such behavior, must promptly report the facts of the incident or incidents to ~~his or her~~their immediate supervisor, to the Human Resources representative, to any manager including the General Manager, or to the District's legal counsel. All complaints will be promptly investigated and appropriate corrective action will be taken, if needed.

Disciplinary Procedure: The District shall take all reasonable steps to prevent harassment from occurring. Employees who violate this policy are subject to appropriate disciplinary action. The

disciplinary action taken with respect to each violation of this policy will be determined in accordance with the seriousness of the particular offense and all other relevant circumstances, up to and including termination of employment. Employees may be held personally responsible for unlawful harassment or other discriminatory conduct.

Following an investigation and the completion of appropriate corrective measures, management will advise the complaining party that a thorough investigation has been conducted and that appropriate corrective action, if any, has been taken by management.

In addition to the foregoing, the procedure set forth below will be followed in connection with complaints of sexual harassment:

In the event that a thorough investigation of an alleged incident of sexual harassment reveals that an employee has not engaged in any actions or conduct constituting sexual harassment, management will inform both the employee and the complaining party that a thorough investigation has been conducted and that no grounds or basis exists to substantiate the alleged sexual harassment.

In the event that a thorough investigation of an alleged incident of sexual harassment reveals that an employee has engaged in actions or conduct constituting sexual harassment, disciplinary action will be taken, up to and including termination of employment, depending upon the seriousness of the violation. Possible disciplinary actions include, but are not limited to, written warnings, suspensions, demotion, termination of employment, or any combination thereof.

In any case where a thorough investigation reveals that an employee has engaged in repeated acts of sexual harassment, the employee may be subject to immediate termination of employment.

The investigating officer will document all matters related to complaints of alleged sexual harassment, including the contents of meetings, interviews, results of investigations, and all other actions attendant to the allegation. ALL documentation must be maintained for all charges, substantiated or unsubstantiated, in CONFIDENTIAL SEALED FILES, at the District's office.

All employees are required to cooperate in any investigation pertaining to any alleged harassment or discrimination. No action shall be taken against any employee for cooperation in any such investigation.

#### **DISTRICT INQUIRIES AND SECURITY**

If you are approached by a non-District employee regarding information about the District other than customer service issues in the normal course of business, its operations, or policies, as politely as possible refer the request for information to the General Manager.

No employee is permitted to remove any District records, reports, or other documents, or make unauthorized copies of such documents, without the prior approval of the General Manager or designee. In the event of a request to review or copy District records, the request should be provided to the General Manager or designee who will follow the requirements of the California Public Records Act. Disclosure or improper use of confidential information may lead to disciplinary action, up to and including termination of employment.

## DISTRICT WORKPLACE VISITOR POLICY

### **Policy brief & purpose**

The District's Workplace Visitor Policy outlines the rules for receiving visitors on District premises. We want to ensure that visitors will not:

- Pose threats to our premises, property, or personnel
- Distract employees from their work
- Be exposed to danger

### **Scope**

This policy applies to all employees. "Workplace visitors" may refer to employees' friends and family (referred to as personal visitors), former employees, contractors, external vendors, customers, and the public. This policy does not refer to standing District Consultants (legal, engineering, and technical).

### **Policy elements**

The following rules apply for all kinds of visitors:

- All visitors must treat all District staff, guests, and any other persons present with respect and professionalism at all times.
- Employees must always tend to their visitors while they are on District premises.
- **Former employees are not permitted onto District property, unless escorted by a District employee.**
  - Upon arrival of a known or suspected former employee, Customer Accounts staff are to call the employee or HR representative responsible for escorting the former employee to the appropriate office or facility.

### **What is the policy for personal visitors in the workplace?**

Personal visitors are allowed in the front lobby for a reasonable amount of time. Employees are encouraged to keep personal visitations short, unless visitor is expected to attend a District event, and to advise their visitors that all children must be properly supervised at all times. Personal visitors may be prohibited where the General Manager or ~~his or her~~their designee determines that such constitute: (1) a hazard to employees or the public; (2) an unreasonable distraction; (3) a liability to the District; (4) any other lawful reason for prohibition in the General Manager's or designee's discretion.

### **Contractors and service vendors**

Contractors, suppliers, and service vendors, like IT technicians and building maintenance personnel, can enter our premises only to complete their job duties.

Staff will need to inform the Customer Accounts when to expect all visitors. They should always be accompanied by an employee while on company property.

### **Visitor Prohibitions:**

Visitors exhibiting any of the following shall be prohibited:

- Signs or symptoms of acute illness (fever, cough, difficulty breathing, sore throat, body aches, diarrhea, vomiting, etc.)
- Conduct in any manner which interferes with efficient functioning of District operations.
- Inability or unwillingness to maintain control of accompanying children.

- An overstaying of a reasonable visitation period.
- A risk of violence or any other workplace hazard.
- A danger to District property.

### **VIOLATIONS OF LAW**

If you believe that either the District or another employee has violated any applicable federal, state or local laws or ordinances, in the conduct or affairs of the District, or with respect to its employees or a member of the public, you must promptly report all of the facts and circumstances regarding the incident or incidents to the General Manager. No action will be taken against any employee in any manner for reporting or opposing any form of unlawful conduct by either the District or its employees. However, allegations of unlawful conduct that are not made in good faith may subject any employee making such allegations to disciplinary action, up to and including termination of employment.

### **VIOLENCE IN THE WORKPLACE POLICY**

The District has a policy prohibiting workplace violence and is committed to creating and maintaining an environment that is free from intimidation, threats, and violent acts. Therefore, acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the District or that occurs on District property or District work sites, will not be tolerated. Some examples of violence, or threats of violence in the workplace include, but are not limited to, hitting or shoving, threatening an employee, family, friends, associates, or property with harm, intentional destruction or threatening the destruction of property; making harassing or threatening phone calls, stalking, or unauthorized possession or inappropriate use of firearms or weapons. The District's prohibition against threats and acts of violence applies to all persons involved with the District, including but not limited to employees, temporary workers, customers, consultants, and independent contractors. Any violation of this policy shall lead to disciplinary action, including but not limited to immediate suspension, termination and/or other legal action as appropriate.

**NOTE:** Threats or assaults that require immediate attention should be reported to the police by calling 911.

### **PRIVACY OF MEDICAL INFORMATION**

The District will at all times attempt to maintain records pertaining to an employee's medical history with the utmost privacy. In order to maintain the confidentiality of such records, the General Manager shall cause to be developed and implemented, privacy procedures for maintaining the confidentiality of such documents. No individual shall have access to such documents other than the General Manager or a specific designee. The District shall make every effort not to disclose such information to any individual or entity other than as required by law or as authorized by the employee. You should contact the General Manager if you believe your medical records have been disclosed without proper authorization.

### **REASONABLE ACCOMMODATION**

The District will make reasonable attempts to provide reasonable accommodations for the known physical or mental disabilities of an otherwise qualified employee or applicant, unless undue

hardship would result, as determined in the discretion of the District. Any applicant or employee who believes reasonable accommodations are required must advise the General Manager or ~~his or her~~ their designee of such need. The applicant or employee must also advise the General Manager or designee what accommodation(s) the applicant or employee believes are needed in order to perform the job. The applicant or employee and District will then engage in an interactive process to determine what effective, reasonable accommodations can be made, if any. As indicated elsewhere in this Manual, the District reserves the right to require an employee to participate in a health examination to determine the employee's ability to perform ~~his or her~~ their essential job functions.

### **PRIVACY ISSUES**

District premises, property and equipment are intended to be used for District purposes only. Therefore, employees should have no expectation of privacy in the workplace with respect to property owned or used by the District, including e-mails, text messages and like communications. Employees should be aware that other District employees may be called upon to use vehicles, desks, computers, cell phones and/or other equipment used by other employees, and as a result, no employee should have any expectation of privacy with respect to any District property.

### **CLEAN AIR FACILITY**

The District's offices, well houses, treatment facilities, and all other enclosed buildings shall be maintained as clean air facilities with no smoking allowed inside. No smoking is allowed in District vehicles at any time.

## **SECTION 3 - CLASSIFICATION**

### **CLASSIFICATION PLAN**

The General Manager shall determine and set forth the duties and responsibilities of each position in the District's service. All District employees are subject to the direction of the General Manager and/or ~~his or her~~ their designee. Employee duties and responsibilities may change from time to time as determined by the General Manager. All positions which are substantially similar with respect to duties, responsibilities, authority, qualification requirements, and character of work shall be included within the same class, and the same schedules of compensation shall apply with equity under like working conditions to all positions in the same class.

Full-time employees are those employees hired to work 40 hours per week. Temporary employees may be full-time.

### **REVISION AND REALLOCATION**

The classifications established may be amended, combined, or abolished and new classifications may be set up by the General Manager. In addition, any position may be reallocated to a different classification when there is a change in the duties and responsibilities of the position, or for other



sufficient reasons as determined by the General Manager. Any promotion to a higher classification shall not result in a lower salary or hourly rate for the employee so reclassified. Any demotion to a lower classification will generally result in a lower salary or hourly rate for the employee so reclassified. Reallocation shall not be used for the purpose of avoiding restrictions concerning demotions and promotions.

**NEW POSITIONS**

Any new position that is established must be created in accordance with these policies and allocated a classification by the General Manager before it can be filled, unless the General Manager certifies to the Board of Directors that critical District business requires that an immediate appointment be made.

**RECORDS**

The General Manager or ~~his or her~~their designee shall maintain complete and accurate records showing the classifications that have been established, and the specifications or criteria for each classification.

**SECTION 4 - COMPENSATION AND FRINGE BENEFITS**

**PAY PLAN**

The pay plan currently in effect covers all classifications or positions within the District service. In determining the pay rates for the different classifications and positions, consideration has been given to required job skills, level of responsibility, required qualifications, the District's financial condition, regional cost of living expenses, prevailing rates of pay for comparable work in comparable public and private agencies in this region, working conditions, fringe benefits, and all other relevant factors.

Each classification is assigned a salary range. Movement into a higher classification is considered a promotion. Promotions will be based on merit and must be approved by the General Manager.

**AMENDMENT OF PAY PLAN**

The pay plan hereby adopted may be amended whenever necessary by action of the Board of Directors.

**PAY REGULATIONS**

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**Definitions:**

**4/10 Workweek Schedule:** The 4/10 work schedule shall consist of eight (8) work days of ten (10) hours for a total of eighty (80) hours during two (2) consecutive work weeks.

**Non-Workday:** All employees have every Friday as a designated FDO (Flex Day Off). The District's General Manager may allow for flexibility within the 4/10 schedule to best accommodate the needs of the employees and customers.

**Work Week:** Under the Federal Fair Labor Standards Act (FLSA), the workweek is defined as "a fixed and regularly recurring period of seven (7) consecutive 24-hour periods (168 hours)." The FLSA workweek begins at 12:00 o'clock midnight Monday morning and ends 168 hours (one week) later at 12:00 o'clock midnight Sunday evening. This results in 40 straight time hours per FLSA workweek, and 80 hours per two-week pay period.

Any employee seeking modification of the 4/10 workweek requires approval of supervisor and General Manager by using the 4/10 Modified Work Schedule Request Form.

All employees of the District shall normally be paid every other week. Pay periods will cover the time commencing 12:00 o'clock midnight Monday mornings and continue for a period of 336 hours (two weeks), ending 12:00 o'clock midnight Sunday evening. Checks will normally be distributed to employees by 12:00 o'clock noon on the ~~Friday~~-Thursday following the pay period and if not delivered directly to the employee, must be signed for by the employee's designated representative. Delivery to such designee must be preauthorized, in writing, by the employee.

Employees will have the option of requesting direct deposit for their pay checks only. Pay checks will be direct deposit in to employee's banking institution on the ~~Friday~~-Thursday following the end of the pay period.

**MANDATORY DEDUCTIONS FROM PAYCHECK**

The District is required by law to make certain deductions from your paycheck, which include but may not be limited to various federal, state, and local taxes and other legally mandatory deductions.

**VOLUNTARY DEDUCTIONS FROM PAYCHECK**

Voluntary deductions from paychecks must be preauthorized, in writing, by the employee and will be retained by the payroll department.

**ERRORS IN PAY**

If you believe an error has been made in your paycheck, you must immediately advise your supervisor and the payroll department.

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### **PERSONAL CHECKS**

Personal checks up to a maximum of \$50 may be cashed. However, employees who cash a check without sufficient funds will have the amount of the check deducted from their next paycheck in addition to the "Non-Sufficient Funds" fees assessed by the bank and the District's current returned check charge per the Water Sales and Service Policy Manual for each such returned check. The employee who cashes a check with non-sufficient funds shall not be permitted to cash checks for a period of six (6) months, contingent upon written authorization by the General Manager or designee.

### **COMPENSATION OF EXEMPT (SALARIED) EMPLOYEES**

The General Manager, Chief Financial Officer, Chief Engineer/District Engineer, Assistant/Associate/Senior Engineer, SCADA/IT System Administrator and Operations Manager are exempt employees and are not entitled to overtime pay in accordance with federal and state wage and hour laws.

### **COMPENSATION OF REGULAR (HOURLY) EMPLOYEES**

The District maintains a wage compensation plan which contains the salary and wage system for all hourly classifications listed within the compensation plan. The General Manager may modify, clarify, and amend the wage compensation plan, subject to approval by the Board of Directors. The General Manager, without approval by the Board of Directors, may add to and clarify positions, titles, and responsibilities which the General Manager considers necessary and proper to the efficient operation of the District.

### **TEMPORARY DISTRICT EMPLOYEES**

(EXCLUDES EMPLOYEES FROM OUTSIDE AGENCIES)

This section only applies to temporary employees hired by the District and does not apply to those temporary employees hired from an outside agency.

Temporary District employees shall be hired and discharged on an "as-needed" basis at or below the lowest salary payable to a regular, full-time employee doing similar work, unless otherwise specified in advance of the temporary employee's hiring date, and approved by the General Manager.

Temporary District employees are eligible for the following benefits according to the regular full-time employee compensation and fringe benefits:

1. Workers' Compensation Insurance
2. Health benefits
3. Life insurance coverage
4. Employee Assistance Program
5. Sick leave accrual
6. Holiday pay
7. Membership into the California Public Employees Retirement System (CalPERS)

according to CalPERS regulations.

After completion of one year of continuous employment with the District, a temporary employee shall be entitled to the remaining benefits including, but not limited to, vacation and bereavement leave. Any continuous hours worked previously for the District under an outside agency will be considered as hours worked if hired by the District.

No temporary District employee shall be provided any review or hearing with regard to suspensions, demotions, or employment terminations as would otherwise be provided to full-time, regular employees. All temporary District employees are subject to the AT-WILL employment relationship meaning the employee may leave District employment for any or no reason, and the District may terminate the employment relationship for any or no reason.

### OVERTIME PAY

~~Normally, overtime work should be unnecessary as a regular eight<sup>eighteen</sup> hour daily shift should be sufficient time in which to complete assigned duties. However, overtime may sometimes be necessary to meet deadlines or to respond to emergencies. In those situations where overtime is necessary, the following shall apply:~~

All overtime worked must receive the prior approval of the General Manager or ~~his or her~~their designee, except in extreme emergencies.

Overtime is defined as any of the following:

- ~~(a) time worked in excess of 40 hours in a work week;~~
- ~~(b) time worked in excess of 10 hours in a workday. Should the overtime worked begin on one day and end in the next day, overtime will be calculated as continuous hours worked on the day in which the overtime commenced.~~
- ~~(c) time worked on a non-work day.~~

~~A rate equivalent to one and one-half times the employee's regular rate of pay will be paid for authorized overtime. Overtime shall be cumulated each day, and the District shall not be required to pay overtime compensation more than once for any single period of time worked. Any work in excess of 12 hours in one day shall be compensated at twice the normal hourly rate for such hours.~~

#### ~~—— A. —— Overtime Earned~~

~~When a non-exempt employee is on a 9/80 work schedule, overtime for hours exceeding nine (9) hours in a scheduled work day or 40 in a workweek will be based on the FLSA workweek. Overtime will be paid at one and one-half rate of an employee's regular rate of pay. In no case will daily overtime be duplicated with (be paid in addition to) overtime paid pursuant to FLSA or any other premium pay. Holidays are included as time worked for accumulation for workweek hours.~~

~~If work is performed on a holiday, or work is performed in excess of 12 hours in a single day, or in excess of 8 hours on the seventh consecutive day of work performed, overtime for those hours will be paid at twice the rate of an employee's regular rate of pay.~~

#### ~~—— B. —— Overtime Paid~~

~~The 9/80 FLSA workweeks may not correspond with the District's pay periods. Therefore, where adjustments to overtime compensation cannot be calculated until the completion of the employee's work week (e.g., when they occur in the last half of the 8-hour day), a one (1) pay period delay in the employee receiving the additional compensation may occur.~~

C. Compensation for Travel

If a non-exempt employee travels to a District-authorized destination, he or she will be entitled to overtime pay if such travel time is outside the employee's normal work day or forty-hour week. In order to maintain a normal forty-hour work week, the employee's work schedule will be adjusted to accommodate out-of-town travel whenever possible. In unusual, emergency, or unscheduled instances, the employee may be required to travel during other than normal working hours; in those instances, the employee may qualify for overtime pay, provided the employee is not otherwise exempt from overtime pay.

**TEMPORARY PAY - WORKING OUT OF CLASS**

An employee assigned by the General Manager or designee to temporarily work out of class shall receive not less than the hourly rate of pay applicable to the entry level of the higher paid position. If entry level pay for the position is not at least 10% more than the employee's normal hourly pay, the employee's normal hourly pay will be increased by 10% for hours worked out of class. In no event will the employee receive pay greater than the maximum pay for that position. This pay adjustment shall continue only during the temporary period that such employee is working out of class. If an assigned employee has worked a majority of the day, but has been approved for leave no longer than two hours, the employee working out of class will be paid for the entire day at the working out of class hourly rate.

**STANDBY PAY**

Standby service occurs when a District employee is assigned to be available by telephone or District communication equipment to respond to emergencies during unscheduled working hours. Lists of employees qualified to serve in a standby capacity will be compiled and maintained in the District's office. The General Manager or the Operations Manager shall assign standby duty and such assignments may be interchangeable only with prior written approval. No employee shall be assigned to standby service for more than seven days in a row.

An employee on standby service who is called out to respond to an emergency during unscheduled working hours shall be compensated for hours thus worked at the rate of one and one-half times ~~his or her~~their regular rate of pay, except holidays, during which the employee shall be compensated at the rate of two times ~~his or her~~their regular rate of pay. If called out, the standby employee shall be entitled to a guaranteed minimum compensation of two hours per call-out from the employee's residence. If during that two-hour call-out period, the standby employee receives another call, the employee will remain on duty until such time as all jobs are completed and shall only receive pay for the actual time worked, if over the two-hour minimum. This will apply even if during the two-hour call-out period the Standby Duty personnel has returned home and is called out once again, if he leaves ~~his or her~~their home for the second call before this two-hour time period expires.

Each individual will be responsible for reporting their standby duty hours, noting actual work locations, stops made, and the duration of time worked at each location, including travel time. Calculation of standby pay shall begin at the time an employee leaves their home and ends when they return to their home. This "log" must be turned in (on a daily basis) to that employee's immediate department supervisor, who shall submit a copy of all standby duty logs with their department's payroll time sheets each pay period to the Operations Manager.

In addition to the compensation provided above, an employee who accumulates seven days of standby service will be granted one day vacation credit.

### DEFERRED INCOME PLAN

Each regular, full-time employee of the District, and each temporary District employee who has completed one year of continuous work for the District, shall be eligible to participate in an employee-funded deferred income program which shall be administered by the District, if and to the extent such plan is approved and adopted by the employees and the District.

### RETIREMENT PLAN, SURVIVOR BENEFIT PROGRAM AND RETIREMENT ADDITIONAL SERVICE CREDITS

Each regular, full-time employee, and each temporary District employee who has completed 1,000 continuous hours of work, shall participate with the District in a retirement plan under the Public Employees' Retirement System, which shall be subject to such terms and conditions as the District, in its sole discretion, may contract with that system.

~~Each regular, full-time employee has the opportunity to purchase, through payroll deduction or otherwise, up to five years of Additional Retirement Service Credits with and through the CalPERS Credit Purchase Option, effective January 1, 2004, in accordance with any and all rules and regulations of CalPERS. As of January 1, 2013, CalPERS reissued new guidelines for eligibility. A copy of these new guidelines is obtainable through the District's Human Resource Department.~~

**Commented [RM1]:** Just wondering if this is still an option. I thought CalPERS did away with this but I may be wrong.

**Commented [TS2R1]:** No longer an option. Recommend removing entire paragraph

### RETIREE MEDICAL BENEFITS

The District will provide up to 100% or \$700.00 per month, whichever is less, of the cost of medical insurance premiums for the retiree and/or ~~his or her~~<sup>their</sup> legal spouse, upon the terms and conditions contained listed in the July 1, 2019 MOU. (The cap shall be \$700.00 for either or both the retiree and spouse and shall not be \$1,400.00 total.) A copy of the 2019 MOU can be obtained through the General Manager or ~~his or her~~<sup>their</sup> designee. The District will, to the extent reasonably obtainable, make available, generally upon the same terms and conditions to those otherwise qualified for retiree medical insurance benefits, a Medicare Supplemental Insurance Policy. On June 9, 2014 the Board of Directors voted to allow retirees to make changes to benefit elections during Open Enrollment.

**Commented [RM3]:** Do we still want to reference the 2019 MOU or should it be the latest one? I'm guessing this is the one when the benefit was increased to \$700.

### HEALTH, HOSPITALIZATION, ACCIDENT INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM

Each regular, full-time employee of the District, and each temporary District employee who has completed one year of continuous work for the District as a temporary District employee, shall be

provided coverage under an approved group health insurance plan including health, hospitalization, dental (including orthodontics coverage for covered dependents only) and vision. The health insurance plan and Employee Assistance Program becomes effective the first day of the month following thirty (30) days of employment, unless waived by the General Manager at ~~his~~ ~~or her~~their discretion. The District shall pay all of the costs of medical, dental, vision insurance, and Employee Assistance Program premiums for its active and temporary District employees.

With regard to dependent medical insurance coverage, as of July 1, 2007 the District paid approximately 86.5% of such premiums, and the employee paid the remaining 13.5% toward such premiums. As of January 1, 2008, the District's proportionate payment for dependent medical insurance coverage decreased by approximately 2% and the employee's portion increased by approximately 2% resulting in a "shift" of approximately 2% of such costs from the District to the employee. Beginning January 1 of every year thereafter, the shift of 2% would continue until such time as the District's portion of dependent medical insurance premiums would be equal to the employee's portion of dependent medical insurance premiums.

According to the terms of the July 1, 2013 MOU, commencing January 1, 2014, the District's proportionate payment shall decrease 1% annually and the employee's portion shall increase by 1%, resulting in a "shift" of 1% per year from the District to the employee. Beginning January 1 of every year thereafter, the shift of 1% will continue until such time as the District's portion of dependent medical insurance premium is 60% and the employee's portion of dependent medical insurance premium is 40% of the cost associated with dependent medical insurance premium expenses.

The District continues to pay 100% of the dental and vision insurance premiums for employee and their dependents. Additionally, the District offers a "cafeteria-style" medical insurance program at the cost of the individual District employee to select the insurance program of their choosing.

#### **LIFE INSURANCE**

Each regular, full-time employee of the District, and each temporary District employee who has completed one year of continuous employment for the District, shall be provided coverage of approximately two times the base annual salary of the employee, up to a maximum benefit of \$200,000. Base annual salaries shall be calculated upon gross wages only and shall exclude all other benefits and overtime. The life insurance plan becomes effective the first day of the month following sixty (60) days of employment. Covered employees will be required to pay the cost of optional additional coverage not included in the basic plan provided by the District which the employee elects to have included and qualifies for.

#### **COMPENSATION IN LIEU OF SICK LEAVE**

Each employee, at ~~his or her~~their option, may receive compensation for up to twenty-five percent of all unused sick leave accumulated by the employee, up to a maximum compensation for 24 hours. Compensation for said unused accumulated sick leave shall be made in November of each calendar year, and will be computed on the basis of the affected employee's current rate of pay.

All unused accumulated sick leave for which the employee receives compensation shall immediately be deducted from the employee's accrued total sick leave.

### **LONG-TERM DISABILITY POLICY**

Each regular, full-time employee of the District, and each temporary District employee who has completed one year of continuous work for the District, shall be provided limited coverage, at the District's expense, with a long-term disability policy.

### **BENEFIT PLANS**

Any and all benefit plans described in this Manual may, at the discretion of the Board of Directors, be changed or modified at any time. Coverage under any insurance plan(s), and receipt of any other benefit shall be subject to such terms, conditions, and limitations as the District shall, from time to time, contract with the benefit provider.

### **EFFECT OF ACCRUED SICK LEAVE UPON RETIREMENT OR DEATH**

All employees, with five or more years continuous employment, who terminate their employment with the District solely for reasons of retirement from the District (age 50 years or older) or death shall be entitled to compensation for one-half of the employee's accumulated sick leave. In cases of death, compensation will be paid to the employee's estate or heirs.

### **SELLING BACK ACCRUED VACATION TIME**

An employee may sell back accrued vacation time. Such payments will only be made on regularly scheduled pay days.

An employee earning less than 120 hours of vacation annually may sell back to the District up to 40 hours accrued vacation time per calendar year in increments of not less than 8 hours. An employee earning 120 hours or more of vacation per year may sell any amount of accrued vacation provided that at the time of sale, the amount of vacation used in that calendar year combined with the amount of vacation remaining after the sale and the amount of vacation to be accrued at the time of sale shall total at least 80 hours.

Employee working Out of Class or emergency appointment may not sell back the accrued vacation at the higher rate of pay.

### **PROTECTIVE EYEGLASSES**

District employees will be provided with protective eyeglasses on an as-needed basis, as determined by the District's General Manager or designee. These glasses will meet ANSI Z87.1-2003, or current, standards for safety glasses. A designated employee requesting protective eyeglasses with prescription lenses (including bifocals and trifocals) will be reimbursed by the District for the cost of said prescription protective eyeglasses up to \$250 for prescription safety glasses, \$330 for bifocals and \$375 for trifocals (one pair per year unless damaged). Tinting of such lenses will be permissible; however, such glasses must also meet ANSI Z87.1-2003, or



current, standards. A request for reimbursement must be accompanied by a statement from the employee's optical provider, verifying that these standards were met. Employees requiring prescription safety glasses to perform their jobs are encouraged to contact the Safety Officer or Operations Manager prior to purchase for consideration.

### **WORK BOOTS**

All regular, full-time field employees, and other employees designated by the General Manager, shall be entitled to reimbursement for safety footwear (ANSI-approved standards) purchased, up to a maximum amount of \$350.00 per calendar year. Any employee requesting reimbursement shall, prior to reimbursement, be required to present a receipt for purchase of same and evidence of ANSI-approved standards.

### **CLOTHING ALLOWANCE**

Each full-time probationary and regular employee of the District and each temporary full-time employee who has completed one year of continuous work for the District who is required by their job classification to wear the District uniform will be provided an annual clothing allowance of up to \$225.00. Eligible articles of clothing include, but are not limited to, denim jeans, socks and cold weather apparel. Such purchases will be eligible for reimbursement, subject to providing the receipt for the purchase of said eligible clothing to the appropriate departmental manager for approval.

All employees continue to have the right to submit a claim for reimbursement for clothing that is damaged at work. The claim should be submitted to and is subject to the approval of their departmental manager.

### **CATASTROPHIC LEAVE POLICY**

When an employee or a member of ~~his or her~~their immediate family experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time, and the employee has exhausted all available sick leave and all other paid time off, he/she may request donations of accrued vacation or sick leave credits from other employees. In making such a request, the employee shall provide verification of the catastrophic injury or illness. The General Manager or designee shall determine if the employee is unable to work due to the employees, or ~~his or her~~their family member's, catastrophic illness or injury, and that the employee has exhausted all accrued paid leave credits. The General Manager or designee shall then inform District employees a request for donations has been made and the procedure by which such transfer of accrued vacation and/or sick leave donations may be made. The employee shall designate, in writing, to whom the paid leave time will be donated. All donations will be kept confidential. If the employee is not capable of requesting donations, the General Manager may ask employees for donations.

Donations shall be at a minimum of eight hours, and in hourly increments thereafter with compensation calculated at an hourly exchange rate equivalent to donor's compensation and converted to requestor's hourly rate. All transfers of eligible leave credit shall be irrevocable during the time of the specified employee's absence. Any unused donated accrued leave time shall be redistributed evenly to donors based on total dollar amount remaining in pool per individual employee current compensation.

To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than 320 hours and vacation leave to fewer than 80 hours.

Recipients may use donated leave credits for a maximum of two consecutive months. The General Manager or designee, in their sole discretion, may allow additional leave credits not to exceed 12 months. An employee who receives paid catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months or at the discretion of the General Manager. An employee receiving disability payments is not eligible for Catastrophic Leave.

Donated leave credits requested by the recipient are divided equally among the donors. If donated credits are not used by the employee within 12 consecutive months, the credits shall be redistributed evenly to donors based on total dollar amount remaining in pool per individual employee current compensation.

## **SECTION 5 - FILLING VACANCIES**

### **IMMIGRATION LAW COMPLIANCE**

All offers of employment and existing employment are contingent on verification of an employee's right to work in the United States. Each applicant and new employee must produce documentation that shows ~~his or her~~their identity and legal authority to work, and must attest to their identity and legal authority to work on an I-9 Form, or similarly-used form provided by the federal and/or state government. This form must be completed and returned to the District no more than three (3) business days after an individual is hired. If an individual is unable to satisfactorily document their identity and right to work, their employment will be terminated without any right of appeal or review.

### **REFERENCE CHECKS AND INVESTIGATION**

The District may conduct or perform investigations of employees or applicants when deemed appropriate by the General Manager or designee. Such investigation may include, but is not limited to, an investigation of any criminal record and/or credit report. Employment by the District is, at all times, conditioned upon acceptable credit and criminal record reports. Employees must cooperate in any such investigation, and failure to do so may result in discipline, up to and including termination of employment.

No references will be given an employee leaving the District except for information relating to the dates of employment with the District, and positions held.

### **HIRING OF RELATIVES**

Because the hiring and employing of relatives may create potential conflicts of interest, the District shall not hire, promote, or transfer an employee where one relative will supervise another. The

District may refuse to hire, promote, or transfer a relative of an employee where there is a potential for favoritism, or where a potential for a conflict of interest may exist, as determined by the General Manager or designee. If a situation arises where one relative or family member would supervise another, the District may take any action deemed appropriate to avoid the problems referenced above, including termination of employment. Such criteria may change from time to time depending on the position to be filled and/or other factors existing at the time, as determined by the General Manager.

### **FILLING OF VACANCY**

Generally speaking, all employment vacancies in the District shall be filled by transfer, promotion, demotion, reinstatement, or from eligible applicants. Appointments and promotions within the District shall be based on merit, ability, and other pertinent criteria reasonably established by the General Manager.

Whenever a vacancy occurs in the District, the General Manager shall select the procedure to be used in filling the vacancy. The General Manager may modify the announced selection process if the size of the applicant group warrants.

District employees shall be given preference for all new employment opportunities within the District, provided they meet the qualifications established for the position. The preference shall consist of being selected over any non-employee applicant who is equally qualified in all aspects including knowledge, experience, training, work history, and other criteria that may be relevant in evaluating the relative qualification of applicants. This provision for preference shall not preclude the District from hiring the most qualified candidate for the vacant position.

Prior to filling a position, a notice of vacancy shall be provided to District employees. The General Manager may also advertise to the public by any method deemed advisable. Announcements shall contain information as to the title of the position, duties and responsibilities of the position, compensation, the degree of training and experience required, the manner of making application, and any other information that may be pertinent.

### **APPLICATION PROCEDURE**

Persons seeking employment with the District must complete an application and/or provide an appropriate resume, as determined by the General Manager. All completed application forms shall be retained by the District in an "active file" for a period of no less than six months from the date the completed form was received by the District.

### **DISQUALIFICATION OF APPLICANT**

In addition to other considerations stated elsewhere within this Manual, the General Manager may refuse to consider the employment of anyone who:

- a. Fails to meet required minimum qualifications for the position;
- b. Is unable to perform the primary or principal duties of the position in a safe and effective manner;
- c. Makes any false statement of a material fact;
- d. Is addicted to, or habitually uses, drugs or alcohol, or fails to pass any required drug or

- alcohol test;
- e. Has practiced any fraud or deception in the making of the application;
- f. Has been convicted of a crime involving moral turpitude or which is incompatible with District employment.

### **EXAMINATIONS**

Written examinations and/or oral interviews may be required in the sole discretion of the General Manager when a position in the District service is to be filled. If an examination is used, the examination process shall be impartial, of a practical nature, and shall relate to those subjects which fairly measure the relative capabilities of the individuals examined.

Examinations may take one of the following formats:

- (1) A test or tests conducted at a specified time and place at which applicants are required to appear for competitive examination under the supervision of an examiner; or
- (2) A test or tests consisting of an appraisal of training, experience, work history, and any other data that may be relevant in evaluating the relative qualifications of applicants.

Examinations may be written and/or oral and may consist of interviews, performance tests or any combination thereof. Physical tests, medical tests (only after a contingent offer of employment has been made), and investigations and evaluations of training, experience, services, character, and personal traits may be included as part of any examination. If a physical examination is required, the examination shall be performed at the District's expense by a physician or panel of physicians selected by the District. If the position is safety sensitive, the physical examination will include a test to detect the presence of alcohol and drugs.

The General Manager may determine to administer examinations to District employees for the purpose of filling vacant positions. Said examinations may consist of any of the selection techniques set forth in this Manual.

The General Manager may contract with a competent agency to administer the tests, or the General Manager may make the necessary arrangements with competent sources.

### **TRANSFERS**

The General Manager may transfer any employee or employees to fill or exchange any position(s) when the General Manager deems it to be in the best interest of the District, provided such transfers do not result in a lower rate of pay without just cause.

Any employee may request to be transferred to any open position in the District that is at the same or lower rate of pay. The feasibility of such a request will be determined by the General Manager. If an employee requests a transfer to a position that pays a lower hourly rate, and the employee's request is granted by the General Manager, then the transferred employee shall be compensated at the lower rate of pay.

### **EMERGENCY APPOINTMENTS**

In order to prevent the stoppage or inefficient operation of District business, or the creation of other such damaging circumstances confronting District operations, the General Manager may make emergency appointments of a specified duration, free from the provisions governing the competitive selection process.

If the emergency appointment is for an extended period documented and approved by the General Manager or designee using a Personnel Action form, and the appointment is for a supervisor, crew leader, or other position that has a pay range higher than the appointee's regular pay range, the appointee will receive a title change reflecting this temporary assignment and will be subject to a salary adjustment. This type of appointment is not considered working Out of Class. When this type of appointment occurs, the rate of pay for the temporary assignment also applies to paid leave taken during the assignment (i.e., vacation, sick, and bereavement).

#### **FINAL DETERMINATION**

The provisions of this Section are procedural guidelines established merely to assist the General Manager in ~~his or her~~their appointment decision.

### **SECTION 6 - INTRODUCTORY and PROBATIONARY PERIODS**

#### **GENERAL PROVISIONS**

The introductory/probationary period is a test period during which the employee is required to demonstrate: (1) ~~his or her~~their capacity to perform the duties and responsibilities of ~~his or her~~their position, and (2) ~~his or her~~their ability to establish effective working relationships with fellow employees.

The introductory/probationary period is to be regarded as an integral part of the testing procedure and shall be used to closely observe and evaluate the employee's work, as well as ~~his or her~~their adjustment within the organization.

The General Manager may, at any time, for good cause, place any District employee on probationary status for a reasonable period of time, and may extend for reasonable periods of time, the probationary status of any employee.

#### **LENGTH OF INTRODUCTORY AND PROBATIONARY PERIODS**

All appointments shall be tentative and subject to an introductory/probationary period of six months actual service, unless otherwise specified in writing by the General Manager at the time of appointment.

If the General Manager determines that an introductory employee's performance is in any way unsatisfactory, and/or the employee is unable to effectively adjust within the organization, the General Manager shall notify the employee in writing to that effect, prior to or within ten (10) working days after the expiration of the introductory period. If such notification is given, then the employee's performance will be deemed to be unsatisfactory and ~~his or her~~their employment

thereupon terminated. If no such notice is given within the time period specified, then the introductory employee is effectively a regular employee of the District.

During the introductory period, an employee may be terminated by the General Manager, with or without cause, and without right of appeal, except as required by law. A probationary employee may be terminated with or without cause during the probationary period but shall have the right(s) of review as specified within this manual.

### **REJECTION FOLLOWING PROMOTION**

All employees who are promoted will occupy a probationary status for six months, unless otherwise stated in writing or unless extended by the General Manager.

An employee serving a probationary period after a promotion may be returned to ~~his or her~~their former position if the General Manager believes the employee is incapable of fulfilling ~~his or her~~their new duties or responsibilities after a reasonable period of time. Additionally, an employee serving a probationary period after a promotion may be transferred to another open position within the District service if the General Manager believes the employee is incapable of fulfilling ~~his or her~~their new duties and responsibilities after a reasonable period of time and if the employee possesses the qualifications necessary for the available position.

Employees are encouraged to apply for positions that can advance their skillset, provide broader experience, and put them in position to qualify for consideration of other positions consistent with the District's succession plan. As such, it is not the intent of District policy to discourage employees from applying for another position under threat of possible termination. Therefore, during the probationary period the selected candidate's former position will be filled on a temporary basis. Thereby allowing an experienced and valued employee, whom the District has invested in, the chance to explore other opportunities for advancement and return to their former position should it be determined, by either the selected candidate or the supervisor of the department, that the probationary period was unsuccessful. Should the employee return to his/her previous position, the temporary person filling the previous position may be considered for any opening at the time he/she qualifies for. If no opening exists, the temporary person will be terminated.

## **SECTION 7 - LEAVES OF ABSENCE**

### **BENEFITS DURING LEAVE**

Except as otherwise specifically provided in this Manual, employees shall not accrue vacation, sick leave, or other non-monetary benefits during any leave of absence.

Time off from work using accrued vacation, sick, or other paid leave banks or bereavement leave will be charged one (1) hour for every hour taken. Time off from work ~~on the eight-hour~~eighteen-hour~~for the entire~~ work day will be charged at ~~eight (\$ten (\$10)~~ hours. ~~Time off from work on the nine-hour work day will be charged nine (9) hours.~~

### **LEAVES OF ABSENCE FOR PERSONAL OR MEDICAL REASONS**

The General Manager may grant any regular, introductory, probationary or temporary employee a leave of absence without pay, service credit, or any employee benefits (except as specified below) for a definite period of time. All leaves of absence desired for personal or medical reasons must be requested in writing and submitted to the General Manager. Said written request shall state the reason(s) for the request and the amount of leave desired. In granting or denying leaves of absence, the General Manager shall treat all employees in similar circumstances alike.

In accordance with the Family Medical Leave Act and/or the California Family Rights Act, eligible employees shall be granted a leave of absence for medical reasons or family emergencies to the extent required by law.

Upon expiration of an approved leave of absence (not to exceed 12 months) and to the extent required by law, the employee shall be reinstated to ~~his or her~~their former position and shall report for work on the date set by the General Manager. Failure on the part of the employee to report to work on the designated return date shall in all cases be grounds for immediate disciplinary action, including termination of employment. Such failure shall also constitute a break in continuous regular employment with the District as of the date the employee failed to return.

During the period an employee is on leave, he or she shall not engage in any other employment without the prior written consent of the General Manager.

An employee on an approved leave, other than one for medical reasons, may continue ~~his or her~~their medical, dental, vision and life insurance, by paying the full cost of the premium to the District, in advance, for the month or portion thereof, for which he or she is absent. The District shall continue to pay its portion of the premium for medical, dental, vision, and life insurances for an employee on an approved leave of absence for medical reasons for a period not to exceed 9 months. Proof of medical reasons for the leave of absence may be required by the General Manager.

#### **FAMILY AND MEDICAL LEAVE ACT OF 1993**

Any non-introductory employee may be granted time off without pay to care for an ill spouse, parent or child for a time period in accordance with current law. If the same circumstances give rise to both Family Medical Leave and sick leave, the employee may take either, but not both. If an employee is on a non-medical leave of absence, he/she pays their full insurance premium (their share and the District's share).

An employee on an approved FMLA leave, may continue ~~his or her~~their medical, dental, vision and life insurance, by paying ~~his or her~~their share of the premium to the District, in advance, for the month or portion thereof, for which he or she is absent. The District shall continue to pay its portion of the premium for medical, dental and vision insurances for an employee on an approved leave of absence for medical reasons for a period not to exceed the 12 workweeks of unpaid leave.

See the District's Human Resource Department for more information on FMLA.

#### **PAID FAMILY LEAVE**

Under certain circumstances, the State of California provides for limited wage replacement for employees who take time off work (up to eight weeks during a 12-month period) to care for a

seriously ill child, spouse, parent, registered domestic partner, or to bond with a minor child within one year of birth or placement of the child in connection with foster care or adoption. This benefit is administered by and through the California Employment Development Department and not through the District. Employees interested in taking advantage of this leave benefit should contact your local Employment Development Department for eligibility requirements and other limitations that may apply. Leave taken pursuant to this provision does not entitle the employee to job protection, and the employee therefore should discuss any proposed leave with the General Manager.

**VACATION LEAVE**

**Entitlement:** Except for temporary District employees, all employees who have completed their introductory period with the District shall be entitled to an accumulated paid vacation. The accumulation rate of annual vacation leave is determined by the number of years of continuous regular, full-time employment with the District. Eligible employees begin to accrue their vacation time from the date they start their introductory periods. Any continuous hours worked previously for the District under an outside agency will be considered as hours worked if hired by the District. Vacation hours may be accrued up to a firm/hard cap of 400 hours. Employees retain the option to sell back vacation time to the District per the District policy detailed in the Personnel Manual, “Selling Back Accrued Vacation Time” – Page 17.

**Accrual:** All regular full-time, probationary, and temporary District employees will accrue vacation leave each month if the employee actually worked and/or received paid leave, such as vacation, sick, holiday or bereavement leave, for all work days during the month. If not, the vacation accrual will be prorated. Vacation leave shall be credited in the following amounts:

<u>Years of Continuous Service</u>	<u>Monthly Vacation Accrual</u>	
	<u>Non-Exempt</u>	<u>Exempt</u>
Less than 5 years	6-2/3 hours	10 hours
More than 5 years	10 hours	13-1/3 hours
More than 12 years	13-1/3 hours	16-2/3 hours
More than 20 years	16-2/3 hours	16-2/3 hours

**Requests.** Requests for vacation leave must be written and submitted to and approved by the employee's immediate supervisor. Normally all requests for vacation leave in excess of 108 continuous hours shall be made at least five working days in advance of the date requested. Vacation leave may not be requested in increments of less than 15 minutes for non-exempt employees and eight hours for exempt employees.

**Commented [RM4]:** Does this need to be changed to 10 hours?  
**Commented [TS5R4]:** Yes

**Scheduling.** All vacation leave to be taken shall be so scheduled as to cause the least inconvenience to District operations. The General Manager or designee shall retain final approval authority on all vacation requests. In the case of conflicting requests, and where all other District concerns are equal, the General Manager shall give priority based upon timing of request in scheduling the requested vacations.

**Rate of Pay.** Each employee granted vacation leave shall be paid an amount for each day of vacation, or portion thereof, equivalent to that which the employee would otherwise have earned as regular pay if leave had not been taken.



Scheduled Holiday During Vacation. A District observed holiday, falling during an employee's requested vacation leave, shall not count against the employee's vacation leave.

Termination of Employment. An employee who has unused vacation leave at the time of ~~his or her~~their termination will be paid for said leave at the rate of pay being received upon termination.

### **SICK LEAVE**

Entitlement: All regular, full-time and temporary District employees shall be entitled to use sick leave, immediately upon accrual of such leave, without regard to length of employment with the District for:

- (1) Any bona fide illness or injury of the employee.
- (2) Quarantine due to exposure to a contagious disease.
- (3) Any physiological or psychotherapeutic treatment or examination including, but not limited to, medical, dental, or ocular for the employee.

Sick leave shall not be used in lieu of vacation leave. An employee may use, in any calendar year accrued sick leave entitlement, in an amount up to 48 hours of sick leave to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee, upon the same terms and restrictions that are applicable to the employee's use of sick leave for the employee's own condition(s). Proof of illness may be required by the General Manager.

Accrual. All regular full-time, probationary, and temporary District employees with more than one month of continuous full-time employment will accrue sick leave at the rate of 8 hours per month if the employee actually worked and/or received paid leave, such as vacation, sick, holiday or bereavement leave, for all work days during the month. If not, the sick leave accrual will be prorated.

Accumulation. Sick leave may be accumulated at the prescribed rate, up to a maximum of 960 hours. All employees are encouraged to accumulate as many sick leave days as possible in order to protect themselves from long-term illnesses or injuries which may unexpectedly arise.

Reporting. Any employee who will be absent from work pursuant to this sick leave policy must contact ~~his or her~~their supervisor at least 15 minutes prior to the start of ~~his or her~~their shift. Failure to comply may result in appropriate disciplinary action and/or loss of sick leave compensation for the day. The calling in of an absence, except in unusual circumstances acceptable to the District, must be made by the employee personally, and not by another party. Unless the supervisor has been notified that hospitalization or confinement to bed will be for an indefinite period, call-ins are required daily.

Physician's Certification. Illness or injury involving an absence exceeding three continuous working days or exceeding six working days in any six-month period, may, in the discretion of the General Manager, be required to be verified by a physician's certificate, before the employee returns to work.

Use of Vacation. In the event of illness or injury where accrued sick leave has been exhausted, an employee may, at ~~his or her~~their option, and with the prior written approval and upon any conditions required by the General Manager, use any vacation leave earned.

Industrial Accidents. All employees injured while on duty must **immediately** notify their supervisor, General Manager or designee of the accident. If necessary, the supervisor shall immediately see that first aid is given and/or see that the injured employee is provided appropriate medical attention. Within 24 hours of the supervisor being notified of such accident, the Supervisor shall submit an accident report to the General Manager. Within 24 hours of receiving the accident report, the General Manager shall cause to be filed the appropriate forms with the District Workers' Compensation carrier.

The District has adopted Resolution 97-05 an early return to work policy regarding work-related injuries that may provide for temporary job modifications, alternate temporary assignments, or an alternative employment position, depending on the circumstances and then current conditions. A copy of Resolution 97-05 is obtainable through the District's Human Resource Department.

The District has adopted Resolution 13-04 an early return to work policy for employees who become injured or ill outside of the course and scope of employment. A copy of Resolution 13-04 is obtainable through the District's Human Resource Department.

Apportioning Vacation and Sick Leave. An employee who is injured while on duty may elect to use accrued vacation or sick leave time in an amount equal to the difference between what he or she receives from the Worker's Compensation Carrier and ~~his or her~~their normal salary.

Use. Sick leave must be utilized in increments of not less than 15 minutes for non-exempt employees and eight hours for exempt employees.

#### **BEREAVEMENT LEAVE**

In the event of a death in the employee's immediate family, the employee may use up to five days paid bereavement leave.

"Immediate family" includes the employee's spouse, the employee's and spouse's children, parents, step-parents, brother, sister, step-brother, step-sister, grandparents, great-grandparents and grandchildren.

Death of District Employee. An employee may be excused by ~~his or her~~their immediate supervisor to attend the funeral of a District employee, without loss of pay.

#### **MILITARY LEAVE**

District employees shall be entitled to a temporary leave of absence to fulfill military obligations. Compensation, continuance of benefits, and other employment privileges shall be granted in accordance with applicable Federal and State law, including, but not limited to, the California Military and Veterans Code, Section 395, et seq., as may be amended from time to time.

Absence of an employee for one day for the purpose of taking an officially ordered physical examination prior to entrance into the armed forces of the United States shall be covered by pay at the employee's regular rate, upon submission of copy of orders.

### **JURY AND WITNESS LEAVE**

Any employee of the District who is required to serve as a juror, or appear as a witness under subpoena, may excuse himself or herself from ~~his or her~~their duties with the District during the period of such service or appearance, or while necessarily being present in court as a result of such call. Any person on jury or witness duty will continue to receive ~~his or her~~their normal pay, provided proof of such service is provided to the District and provided any compensation for witness or jury duty (excluding mileage compensation) is given to the District. Paid leave shall not be provided as a result of an employee being a party to an action and desiring to be present in court during such proceedings.

### **VOLUNTARY TIME OFF**

The Voluntary Time Off Policy is obtainable through the District's Human Resource Department.

### **VOTING TIME**

If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off a reasonable period of time that, when added to the voting time available outside of working hours, will enable the employee to vote. Not more than two hours of time shall be allowed. The time off for voting shall only be at the beginning or end of the regular working shift, whichever allows the freest time for voting and the least time off from work.

### **ATTENDANCE IN SCHOOL ON BEHALF OF CHILD**

The District will give time off to an employee who is the parent or guardian of a pupil for taking time off to appear in the school of the pupil pursuant to a request made by the school. Prior to taking such time off, the employee must give reasonable notice to the District that he or she has been requested to appear in the school.

In addition, an employee who is a parent, guardian, or grandparent having custody of a child in Kindergarten through Grade 12, inclusive, or attending a licensed child daycare facility, may take unpaid leave of up to 40 hours each year, not exceeding 8 hours in any calendar month of the year to participate in activities of the school or licensed child daycare facility. The employee must give reasonable notice to the District prior to any such planned absence. The provision shall apply only to the first parent or grandparent who requests such leave. The employee may elect to use accrued vacation for any time pursuant to this provision.

### **EMERGENCY DUTY**

At the sole discretion of the General Manager or designee, an employee may be entitled to take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel without pay. Vacation time may be utilized by the employee for any time taken off pursuant to this provision.

### **DOMESTIC VIOLENCE LEAVE**

Under certain circumstances an employee who is a victim of domestic violence or a victim of sexual assault may take time off from work:

1. To seek medical attention for injuries caused by domestic violence or sexual assault;
2. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault;
3. To obtain psychological counseling related to any experience of domestic violence or sexual assault; or
4. To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

The employee must give the District reasonable advance notice if feasible, and if not feasible, appropriate written certification of the reason for the absence. Leave for the above-referenced purposes are without pay; however, vacation or sick leave time, if available, may be used.

### **MATERNITY LEAVE**

A District employee shall be entitled to an unpaid leave of absence for disability relating to pregnancy, childbirth, or related medical conditions in accordance with the following regulations:

**Reporting.** The employee shall notify her supervisor as soon as possible of her need for pregnancy leave, and shall provide the anticipated date the leave shall commence and the estimated duration of the leave.

**Work Stoppage and Maximum Leave.** Following notification, the employee and her supervisor will meet to discuss the anticipated dates and duration of the leave. Maternity leave shall be for a reasonable period of time, but not exceeding seven months' duration.

**Approval Authority.** Upon receipt of the proper written notification, an employee's supervisor shall forward a request for maternity leave to the General Manager for final approval.

**Usage of Other Leaves.** During the course of a duly authorized maternity leave of absence, an employee may, at her discretion, use any accumulated vacation leave. During the time the employee is actually temporarily disabled by pregnancy, childbirth, or related medical condition, the employee may use sick or vacation leave. The General Manager may require a physician's verification for pregnancy related disability.

**Reasonable Accommodations.** The District shall, if an open position exists, temporarily transfer a pregnant employee to a less strenuous position for the duration of her pregnancy if she requests, upon the advice of her physician, where the transfer can be reasonably accommodated.

**Reinstatement.** Upon exhausting her approved maternity leave, an employee shall be immediately return to work in the same position, or one in the same classification. If the employee is not

prepared to return immediately following the conclusion of the approved maternity leave, a request for extension must be submitted in writing and approved by the General Manager prior to the scheduled return date. Otherwise, failure to return shall constitute said employee's resignation.

### **WORKPLACE LACTATION POLICY**

The District provides a supportive environment to enable those employees, who are breastfeeding, to express milk during working hours. This policy is applicable to nursing employees of children 12 months or younger, is communicated to all current and new employees, and included in the Personnel Manual.

Nursing employees who choose to continue providing milk for their infants after returning to work shall receive:

**A.** Time to Express Milk or Breastfeed (Lactation Time). The law provides for “reasonable break times” for nursing employees to express milk. It typically takes from 15 to 20 minutes every two to four hours to express milk. However, managers and supervisors are encouraged to be mindful of the following factors when determining the length of break times: location of the lactation room, whether the employee must retrieve their pump and other supplies from a separate location, and whether the employee will need to unpack and set up their own pump. Lactation times shall be established for each employee based on their work schedule. If possible, the lactation time is to run concurrently with any break time already provided. The nursing employee may be offered a flexible time schedule or flexible assignments to accommodate pumping or breastfeeding.

**B.** A private room (not a restroom) shall be available for employees to breastfeed or express milk. The room will have a lock on the door, an electrical outlet, a place to sit, and a surface for pumps and supplies. If employees prefer, they may also breastfeed or express milk in their own private office, or in other comfortable locations agreed upon in consultation with the employee’s supervisor. Expressed milk can be stored in the break room refrigerator or the employee’s personal cooler.

**C.** HR is responsible for alerting pregnant and nursing employees of the designated worksite lactation space.

**D.** The District will respond to each request for accommodation under this policy and make a good-faith effort to accommodate each individual making the request. If the District makes a determination that it is not able to provide break time(s) or a location that complies with the policy described above, it shall provide a written response to the employee informing them of such. The notice provided will list the contact information of the person(s) with whom they can discuss potential alternative accommodations.

#### **Employee Responsibilities:**

##### **Communication with Supervisors**

Employees who wish to express milk during the work period and need a scheduled accommodation will need to fill out a Request for Lactation Accommodation form available through HR. The form will need to be returned to your supervisor at least five (5) business days prior to the start of request for lactation accommodation. The employee’s supervisor will then review the request and pass along to the Department Head and General Manager. The form will be returned to HR, who will then follow up with the employee at least one day prior to the requested start date.

### **Use of Break Times to Express Milk**

There is flexibility for employees to take lactation breaks. These breaks should be negotiated between the employee and their supervisor. Breaks allow nursing employees to express their milk or nurse their infants on site.

Employees have a right to file a report/claim if they feel the District is not providing an adequate break time and/or a place to express milk as provided for in Labor Code section 1030. A report/claim may be filed with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest to them.

See <http://www.dir.ca.gov/dlse/HowToReportViolationtoBOFE.htm>.

### **HOLIDAYS**

The following are designated as holidays of the District, and so far, as is practicable, the officers and employees of the District shall not be required to work, and the general offices of the District will not be open on the following dates, except the date referenced in Item No. 12 and 13 below. The office will remain open all day on Christmas Eve and New Year's Eve unless approved in advance by action of the Board of Directors. Only full-time regular and introductory employees are entitled to receive leave with pay for holidays, provided they are on regular work status the day before and after the holiday. Temporary employees are not entitled to holiday benefits unless approved by the General Manager.

- (1) January 1st (New Year's Day)
- (2) The 3rd Monday in January (Dr. Martin Luther King, Jr. Day)
- (3) The 3rd Monday in February (Washington's Birthday)
- (4) Last Monday in May (Memorial Day)
- (5) July 4th (Independence Day)
- (6) The 1st Monday in September (Labor Day)
- (7) The 2nd Monday in October (Columbus Day)
- (8) November 11th (Veteran's Day)
- (9) The 4th Thursday in November (Thanksgiving Day)
- (10) The Friday following Thanksgiving Day
- (11) December 25th (Christmas Day)
- (12) ½ day off either Christmas Eve or New Year's Eve. One-half of the District's forces shall be off one-half day on the afternoon of Christmas Eve, and the remaining one-half of the District's forces shall be off the afternoon of New Year's Eve.
- (13) One "Floating Holiday" to be designated and taken by each employee upon consultation with and approved by their supervisor.
- (14) Any special holiday called by the Governor of the State of California that coincides with a normal work day of the District.

Time of Observance. Any regular holiday that falls on Sunday will be observed on the following Monday. Any holiday occurring on Saturday will be observed on the preceding ~~Friday~~ Thursday.

Vacation or Sick Leave. Any employee who is on vacation or sick leave when a holiday occurs will not be charged for that day.

Temporary District Employees. Employees who are temporary District employees with less than one year of continuous service, are not entitled to holiday benefits. Only regular full-time or introductory employees who are on the regular payroll during the period that encompasses the holiday shall be entitled to full holiday benefits.

Compensation. All full-time, non-temporary employees shall be entitled to paid leave for these holidays and shall, therefore, receive their regular rate of pay for each holiday in accordance with the 4/10 work schedule. If the holiday falls on a Monday thru Thursday, the employee will receive ten (10) hours of holiday pay. If a holiday should fall on a non-work day, then the preceding or subsequent workday shall be set aside for observance of the holiday, as determined by the General Manager. If a District hourly paid employee is required to work on a holiday, the employee shall additionally be entitled to compensation at the rate of two times the employee's regular rate of pay for each hour worked.

~~Compensation.~~ All full-time, non-temporary employees shall be entitled to paid leave for these holidays and shall, therefore, receive their regular rate of pay for each holiday in accordance with the 9/80 work schedule. If the holiday falls on a Monday thru Thursday, the employee will receive nine (9) hours of holiday pay. If the holiday falls on a non-Flex Day Off (FDO) Friday, the employee will receive eight (8) hours of holiday pay. If a holiday should fall on the FDO, then the preceding or subsequent workday shall be set aside for observance of the holiday, as determined by the General Manager, and the FDO will be observed on its appointed day. If a District hourly paid employee is required to work on a holiday, the employee shall additionally be entitled to compensation at the rate of two times the employee's regular rate of pay for each hour worked.

#### **CONFERENCE HOURS AND DAYS OF WORK**

Employees may be authorized by the General Manager to attend conferences and official business away from the District at full pay, and at District expense.

### **SECTION 8 - CONDITIONS OF EMPLOYMENT**

#### **FITNESS FOR DUTY EXAMINATIONS**

All employees are expected to report to work in a ready, willing and able status. Any employee prescribed prescription medication that may have side effects that could impair or affect their job performance shall advise their immediate supervisor of such fact. If deemed necessary by the General Manager and as permitted by law, a medical or physical examination may be required to ensure an employees, or potential employees, ability to perform the essential functions of ~~his or her~~their job. Whether such an examination will be required will be based on the reasonable concern that the employee or potential employee may have difficulty performing ~~his or her~~their essential job duties. Such evidence giving rise to such concern may consist of, but is not limited to, physical observation by a supervisor or the General Manager, negative performance of job duties, a record of accident or safety violations, and/or notice from the employee or comments from an employee, or other information which has come to the knowledge of the General Manager. A medical or physical examination will only be required of an applicant/new employee after a conditional offer of employment has been made. If a medical or physical examination is required, the examination shall be performed at the District's expense by a physician or panel of physicians

selected by the District. If the employee disagrees with the results of the medical or physical examination, the employee may have a different health care provider perform an examination and provide a report, at the employee's expense. The District shall use whichever report it deems most reliable, in its discretion.

### **OPEN-DOOR POLICY**

The District is committed to maintaining a positive and pleasant environment in which to work, and believes in an open-door policy. You are encouraged to see your immediate supervisor, the Human Resources Department, or the General Manager with suggestions, questions, or problems relating to your job.

### **ATTENDANCE**

All District employees shall work a ~~9/80-4/10~~ work schedule consisting of eight (8) work days of ~~nine (9) hours and one (1) work day of eight (8) hours~~ for a total of eighty (80) hours during two (2) consecutive work weeks. ~~Payday is the Thursday following the end of the pay period. The eight (8) hour work day will be on the Fridays which coincide with the District's current payday schedule.~~ Actual work schedules shall be prepared and disseminated by the supervisor in charge, or the General Manager and shall be subject to change at any time. All employees shall be in attendance at their assigned work site in accordance with the rules governing hours of work, holidays, and leaves. District employees must be punctual in arriving at the designated time and place for commencement of work. Repeated tardiness shall be deemed neglect of duty and subject to disciplinary action. Daily attendance records shall be maintained for each employee.

### **BREAKS**

Employees shall take one 15-minute break for each 4 hours, or portion thereof, worked. Breaks will be taken at times approved by the supervisor in advance. A break not taken may not be made up later, or otherwise compensated, unless the break is forfeited at the supervisor's request. Employees must check in with their supervisor before leaving the worksite or District facilities for a break in order to take care of personal business. ~~Employees are discouraged from depositing a payroll check or conducting other personal business during a 15-minute break due to the time limitation.~~

### **LUNCH PERIODS**

Employees shall take a minimum thirty (30) minute lunch period no more than five hours into their shift. Meal periods shall be taken at approximately the usual times. However, if six hours of work will complete the day's work, the employee may, in writing, waive the meal period. Meal periods are unpaid unless an emergency situation arises. See Section 14 for more information on meals under emergency situations.

### **TIME SHEETS**

All non-exempt employees shall complete a time sheet or other record of all hours worked, in accordance with procedures established by the General Manager or designee. Each employee is responsible for accurately recording their time worked. Falsification of time records shall be grounds for immediate termination. No employee may complete any other employee's time card,

**Commented [RM6]:** Should this be eliminated or changed since we have direct deposit now?

**Commented [TS7R6]:** Some still receive a check.



or modify such time card, with the exception of supervisors who may do so in order to correct inaccuracies on a time card. Whenever possible, all corrections by a supervisor shall be done in the presence of the employee or when not possible, a copy will be given to the employee.

### **OUTSIDE EMPLOYMENT**

Full-time District employees may not engage in any private business or undertaking that may adversely affect the employee's attendance, efficiency, confidentiality, or which may otherwise have an effect on the District's reputation.

The determination of adverse effect shall be made in the General Manager's sole discretion. No District employee may engage in any employment activity, or enterprise, which is inconsistent, incompatible, or in conflict with ~~his or her~~**their** duties as a District employee. Full-time District employees must consult with and have the written approval of the General Manager before accepting outside employment.

During a leave of absence for personal or medical reasons, an employee shall not engage in any other employment without the prior written consent of the General Manager.

### **DRESS AND APPEARANCE**

Dress should always be clean and appropriate for the assignment. All employees must be properly attired and presentable to the public. No employee should wear clothing which may be offensive or unprofessional. Each employee should exercise good judgment regarding appropriate wearing apparel.

### **HAND WASHING POLICY**

#### **Purpose and Scope**

Effective hand hygiene helps reduce the incidence of spreading contaminants and allows employees to present themselves in a professional manner. This policy applies to all employees always and without exception.

#### **Proper Procedure**

1. Wet hands and exposed portions of forearms with clean warm running water.
2. Scrub lathered hands and forearms, under fingernails, and between fingers for at least 20 seconds.
3. Rinse thoroughly under clean warm running water for 5-10 seconds.
4. Dry hands and forearms with single use paper towels or air dryer.

#### **Wash Hands**

Employees shall wash their hands in all of the following instances:

1. Before starting work.
2. After using the restroom.
3. After coughing, sneezing, using a handkerchief or disposable tissue.
4. After using tobacco, chewing gum, eating, or drinking.

5. After touching hair or bare human body parts other than clean hands and clean, exposed portions of forearms.
6. After handling soiled equipment.
7. After handling money or trash.
8. Immediately before engaging in working with the public distribution system.
9. Before initially donning gloves for working in the distribution system.
10. After engaging in other activities that may contaminate the hands.

**Hand Sanitizer**

When clean warm running water and soap are not readily available, and hands are not visibly dirty, hand sanitizer with an alcohol content of at least 60% may be used in substitution. Use hand sanitizers in the manner specified by the manufacturer.

**UNIFORMS AND OTHER REQUIRED CLOTHING**

The District shall, from time to time, require certain employees to wear specified articles of clothing as a condition of employment in order to enhance the employees' visibility or safety. Under such circumstances, the District shall provide the articles or make allowance for the reimbursement of same.

All employees are required to be aware of and comply with the District's uniform policy at all times while conducting District business. A copy of the policy is obtainable through the District's Human Resources Department.

**DISTRICT IDENTIFICATION**

Staff must be clearly identified as District personnel while at work. When visiting District worksites, staff must either wear District issued apparel, including outer wear, or display District issued identification cards in a District provided lanyard.

**CHANGES IN EMPLOYEE INFORMATION**

It shall be the responsibility of each employee to promptly report in writing any changes in ~~his or her~~<sup>their</sup> address, telephone number, marital status, number of dependents, name, and other information the employee would like the District to be aware of, i.e., training, certifications, seminars attended, etc.

**EMPLOYEE CONDUCT**

Each District employee shall be expected to exhibit mature standards of conduct. Such standards include cooperation, courtesy, sobriety, and promptness. Failure or inability to perform in a conscientious manner is not conducive to effective public service and may be subject to disciplinary action.

**PERFORMANCE EVALUATIONS**

The District shall endeavor to provide, for all District employees, a written evaluation of their work performance, to be prepared by their immediate supervisor at least once annually. Interim evaluations of any employee may be conducted if, in the opinion of the General Manager or

supervisor, more frequent evaluations would be of value to the District or the employee.

All performance evaluations shall be conducted and documented on the basis of the performance appraisal form authorized by the General Manager.

Completed performance evaluations shall be used to provide District management and employees with feedback in order to recognize good performance, deficient performance, clarify training needs, and develop employee potential. They shall also serve as supplementary materials in making decisions regarding promotions, pay increases, demotions, discharges, layoffs, and other matters affecting employment. All copies of completed performance evaluations must be dated and signed by the affected employee (acknowledging review and receipt), the employee's immediate supervisor, and the General Manager.

One copy of the completed performance evaluation shall be given to the respective employee and one copy shall be placed in the employee's personnel records and retained permanently. Employee personnel records shall be maintained in a central location designated by the General Manager. Employees are entitled to examine their personnel file in the District offices by appointment, at any reasonable time, and in the presence of their supervisor or designee of the General Manager.

#### **SAFETY MEETINGS**

Safety meetings shall be scheduled at least once a month, and shall be attended by all employees, unless excused by a supervisor or an emergency condition exists. The supervisor in charge shall list the subject matter covered and employees are required to participate in such meetings and sign attendance reports.

#### **SAFETY POLICY**

All employees are required to be aware of and comply with the District's Safety Manual and Injury and Illness Prevention Program at all times while conducting District business. A copy of the policy is available through the District's Human Resource Department, the Safety Officer or the Operations Manager.

#### **TRAVEL POLICY**

All employees are required to be aware of and comply with the District's travel policy at all times while conducting District business. A copy of the policy is obtainable through the District's Human Resource Department.

#### **VEHICLE POLICY**

All employees are required to be aware of and comply with the District's vehicle policy at all times while conducting District business. A copy of the policy is obtainable through the District's Human Resource Department.

#### **MERCHANDISING/SOLICITING**

Soliciting or merchandising on District property or in work areas for non-District related purposes is not permitted by employees, except by magazine or brochure, and then only during lunch or

other break periods. Soliciting or merchandising relating to District purposes shall be by appointment only.

#### **CELL PHONE POLICY**

All employees are required to be aware of and comply with the District's cell phone policy at all times. A copy of the policy is obtainable through the District's Human Resource Department.

#### **NETWORK SECURITY POLICY**

All employees are required to be aware of and comply with the District's Network Security policy at all times while conducting District business. A copy of the policy is obtainable through the District's Human Resource Department.

#### **GAMBLING**

Gaming, as defined in the California Penal Code, pools, gambling, wagering, or betting, in any fashion is not permitted upon District property, at any District facility, or during the employee's work shift.

#### **DISTRICT PROPERTY FOR NON-DISTRICT USE**

No District employee or agent thereof, may take, purchase, use, or acquire, in any manner for non-District use, any District property whatsoever, whether declared as excess, discarded, or otherwise, except as authorized in writing by the Board of Directors or General Manager.

All employees are required to be aware of and comply with the District's Non-District Use of District Assets and Inventory policy at all times while conducting District business. A copy of the policy is obtainable through the District's Human Resource Department.

No District employee may loan District-owned property and inventory to private entities or individuals. All property owned by the District must be used exclusively for District-related business.

#### **CONTRACTS**

No District employee may sign or enter into any contract or agreement which is intended to bind the District without first receiving express written authorization from the General Manager. Authority granted by the General Manager on one occasion does not confer authority to enter into any other agreements or contracts of the same or different nature.

#### **REPORTING CONVICTIONS OR MATERIAL CHANGES**

An employee is required to advise ~~his or her~~their immediate supervisor if ~~he or she is~~they are convicted of any felony, misdemeanor, or driving offense that has, or will, result in incarceration or will affect the driver's license status of the employee. Such reporting must be done within one (1) business day of the employee's knowledge or imputed knowledge that such an occurrence has

arisen. The District may check with the State Department of Motor Vehicles for any driving infractions that may have occurred and inform the District's insurance carrier. A driving infraction or conviction may affect an employee's employment status with this District.

### **PHYSICIAN'S EXAMINATIONS AND CERTIFICATE**

The District reserves the right to require at any time an employee's participation in a health examination to determine the employee's ability for performing ~~his or her~~their job functions. The District may designate the health care provider to perform such examination. All such health exams shall be paid for by the District. If the employee disagrees with the results of the health care provider, the Employee may have a different health care provider perform an examination and report, at the employee's expense. The District shall use whichever report it deems most reliable, in its discretion.

### **RETURN OF DISTRICT PROPERTY**

Employees are responsible for all District property or materials issued to them or in their possession or control. All such property must be returned immediately upon request, or at the time of separation from District employment. If an employee fails to return any District property, or should the property be returned in a broken, damaged or unusable condition as a result of an employee's willful act or gross negligence, the District may deduct the reasonable value of the property from any sums owed the employee. The District may also take appropriate legal action to recover any such property.

## **SECTION 9 - MOVEMENT WITHIN THE CLASSIFIED SERVICE**

### **PROMOTION**

Insofar as practical, and in keeping with the best interests of the District, all vacancies shall be filled in the manner prescribed in Section 5 hereof. All vacancies, including promotions, shall be filled without regard for race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, age, sexual orientation, political opinion, mental disability, physical disability, or other legally protected classification. Where qualified permanent employees have scored equally high in competitive examinations, and where all other factors are substantially equal, seniority shall prevail. Among the factors to be considered are:

- (1) Knowledge, training, ability, skill, efficiency, job performance, safety record, and qualifications.
- (2) Experience.
- (3) Ability to follow instructions.
- (4) Ability to get along well with other employees.
- (5) Physical ability to perform the requisite duties in a manner which will not endanger either the health or safety of the employee, or the health or safety of others.
- (6) Good attendance record.
- (7) Disciplinary actions.
- (8) Seniority.

- (9) Any other reasonable factor as determined by the General Manager.

### **DEMOTION**

A demotion is the movement of an employee from one category to another category having a lower maximum rate of pay. An employee may be demoted for disciplinary purposes. An employee may also be demoted to prevent a layoff, or at the employee's request, or if, in the opinion of the General Manager, there is another District employee more qualified to fill the position of the demoted employee. Any demotion to prevent a layoff may be reversed if the employee's previous position is re-opened.

An employee may not be demoted to a classification for which he or she does not possess the minimum qualifications.

If the demoted employee had achieved regular employment status in ~~his or her~~their previous classification, he or she shall be entitled to regular employment status in the classification to which the employee has been demoted.

## **SECTION 10 - LAYOFFS AND RESIGNATIONS**

### **LAYOFFS**

The General Manager shall retain complete authority to lay off any District employee or employees as a result of a Board decision abolishing the class or position held. In the event that more than one employee exists as a potential candidate, and all other District factor being equal, retention shall be based on seniority.

If possible, the affected employee should be given two weeks' notice prior to the effective date of the layoff or alternatively, at District's option, receive two weeks' severance pay. Among the factors to be considered are:

- (1) Knowledge, training, ability, skill, efficiency, job performance, safety record, and qualifications.
- (2) Experience.
- (3) Ability to follow instructions.
- (4) Ability to get along well with other employees.
- (5) Physical ability to perform the requisite duties in a manner which will not endanger either the health or safety of the employee, or the health or safety of others.
- (6) Good attendance record.
- (7) Disciplinary actions.
- (8) Seniority.
- (9) Any other reasonable factor as determined by the General Manager.

### **RESIGNATIONS**

An employee wishing to leave the District service in good standing is encouraged to file with the District office a written statement as to the reasons for leaving and the effective date at least two weeks before leaving (not including days using vacation). The time limit of the resignation may be waived by the General Manager.

An employee who fails to report for work for three (3) consecutive days and fails to communicate or explain the reason for such absence, shall be presumed to resign and terminated from employment at the District. In such instance, the District will mail any compensation to the last known address of the employee.

During the Notice Period, employee will cooperate fully with the District in all matters relating to the wrapping up of any pending work and the orderly transfer to the other District employees of the accounts for which employee has been most recently responsible. Prior to the expiration of the Notice Period, employee will return to the District all or any 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 District including specifically all materials which comprise or refer to the District Confidential Information, all keys and apparel issued during employment.

#### **COOPERATION WITH INVESTIGATIONS**

During employment and after the termination, the employee will remain available to the District and its legal counsel, voluntarily upon the District's request and without the necessity of subpoena or court order, in connection with the District's investigation, preparation, prosecution and/or defense of any actual or potential legal proceeding, regulatory action or internal matter. The employee agrees to cooperate with the District to provide any information reasonably within their recollection and to provide truthful testimony as required. If employee is called upon to provide cooperation after employment has been terminated, the District will reimburse employee for reasonable out of pocket expenses actually incurred under this section or at the company's option, will advance employee's reasonable expenses or incur them directly.

### **SECTION 11 - GRIEVANCE PROCEDURES**

#### **DEFINITIONS**

A grievance is a claimed violation, misinterpretation, inequitable application or noncompliance with local, state, or federal laws or existing District ordinances, resolutions, written rules, regulations and policies.

The following policies or procedures shall be followed in processing all grievances:

- a. No punitive action will be taken against an employee for using the grievance procedure.
- b. The employee may select one other person as ~~his or her~~ their representative to assist him or her in processing a grievance.
- c. If a hearing or meeting is held with the General Manager or supervisor to resolve a grievance, only an employee selected to represent the grievant and the grievant may be

excused from work, provided however, that those employees whom both parties agree are necessary witnesses may also be excused from work in order to present their testimony.

- d. The preparation of grievances shall be done on the employee's personal time and not during working hours.
- e. Grievances which arise out of the initiation or imposition of disciplinary action involving suspension, demotion or dismissal shall be resolved in the manner described elsewhere in the manual.
- f. The failure by an employee to process a grievance within the time limits set forth below shall cause the grievance to be deemed settled in accordance with the last decision of the District.
- g. A time limit may be extended by the General Manager for either or both parties, if necessary, in order to obtain all facts.

### GRIEVANCE PROCEDURE

If an employee believes that he or she has a justified grievance, the employee and ~~his or her~~their representative must discuss the problem with the employee's supervisor within ten (10) working days after the event giving rise to the grievance. The supervisor must then give the employee a written response or proposed solution in writing within five (5) working days after the discussion.

If the employee thinks that the problem or dispute has not been satisfactorily resolved, the employee must then submit a written request for review of the matter to the General Manager within five (5) working days after receipt of the supervisor's proposed resolution. The District has a "Grievance Form" which must be submitted to the General Manager for ~~his or her~~their use in the review process. The form is available from the Human Resources Department.

The written request must contain a statement outlining the grievance, and it must (1) specify the ordinance, resolution, written rule, regulation or policy claimed to be violated or inequitably applied, (2) the date of the event (if any), (3) the names of individuals involved or witnesses to the event, (4) a description of the immediate supervisor's proposed solution, and (5) any other pertinent data necessary to a full understanding and investigation of the issue.

The General Manager shall schedule a hearing with the employee and the appropriate supervisor, to be held within seven (7) working days after receipt of the written request. As soon as the time and place of the hearing have been set, the employee shall be notified in writing at least three (3) working days in advance of the hearing. The employee shall also be notified of the right to present all relevant evidence and witnesses. The advance notice requirement may be waived in writing by mutual consent.

The General Manager shall review all relevant evidence, including oral evidence, and notify the employee of ~~his or her~~their decision within five (5) working days following the hearing. The hearing shall, at the request of any party, be recorded. If the employee is dissatisfied with the General Manager's decision, the employee shall submit a written request to the General Manager to have the matter reviewed by the District's Board of Directors. The request must be received by the General Manager within five (5) working days following notification of the decision. The General Manager shall place the matter before the Board of Directors at the first available opportunity, provided that the request was received at least five (5) working days prior to the next regularly scheduled Board meeting. If the request was not received at least five working days prior to the Board meeting, the matter shall be reviewed by the Board at the next regularly scheduled



board meeting. The employee shall be notified of the time and place of the meeting in writing.

If legally permissible, the General Manager shall review the issue with the Board in Closed Session. The Board may render a decision based on the testimony received, or it may choose to continue the review to receive additional information. The Board of Directors, through the General Manager, shall notify the employee of the decision within thirty (30) days following the conclusion of the review. The decision of the Board shall be final and binding.

If an employee believes that he or she has a justified grievance against the General Manager, the employee and ~~his or her~~their representative, if any, must discuss the problem with the District's legal counsel within ten (10) working days after the event giving rise to the grievance. At that time, the District's legal counsel may interview the employee and ~~his or her~~their representative, interview the General Manager, document said interviews, and review the matter with the Board of Directors at the next regularly scheduled Board meeting, provided the grievance was received at least five (5) working days before the Board meeting. If not, the matter will be reviewed by the Board at the next regularly scheduled Board meeting. The employee shall be notified of the time and place of the meeting in writing. The Board may render a decision based on its review with the District's legal counsel or it may choose to continue the review to receive additional information. The Board of Directors, through the District's legal counsel, shall notify the employee of its decision within thirty (30) days following the conclusion of the review. The decision of the Board shall be final and binding. District's legal counsel contact information may be obtained at the District's Human Resource Department.

## **SECTION 12 - DISCIPLINARY ACTIONS**

### **AUTHORIZED**

The General Manager may suspend, demote, or dismiss any regular, non-introductory employee for cause. During the introductory period of new employees or temporary employees, such employees may be suspended, demoted, or dismissed by the General Manager without the right of any disciplinary hearing or appeal, except as required by law. The employee is reminded however of the AT-WILL employment relationship which provides that the employer or the employee may terminate the employment relationship at any time for any or no reason. Nothing in this manual, including this policy, shall be construed as altering or modifying the AT-WILL employment relationship.

### **CAUSES OF SUSPENSION, DEMOTION, OR DISMISSAL**

The following list of causes is provided as guides for both supervisors and employees as to what may constitute a proper basis for disciplinary action. It is not intended to be an all-inclusive list. The General Manager may institute disciplinary action for any other activity which he determines to be just cause for such action. The employee is reminded, however, of the AT-WILL employment relationship which provides that the employer or the employee may terminate the employment relationship at any time for any or no reason. Nothing in this manual, including this policy, shall be construed as altering or modifying the AT-WILL employment relationship.

#### **Causes Relating to Performance of Duties:**

- (1) Violation of District rules and policies.
- (2) Inefficiency, incompetency or negligence in the performance of duties, including failure to perform assigned tasks or failure to discharge duties in a prompt, competent and responsible manner.
- (3) Physical or mental incapacity to perform duties.
- (4) Refusal to accept a reasonable and proper assignment from an authorized supervisor (insubordination).
- (5) Intoxication while on duty, while on property owned or used by the District, or while in possession of District property.
- (6) The possession or use of any controlled substance, without valid medical authorization, while on duty. (A controlled substance is one whose distribution is controlled by federal, state or local law, rule, regulation or ordinance including, but not limited to, marijuana, cocaine, heroin, opium, hashish, cannabis, crack, PCP, LSD and other narcotics, hallucinogens by whatever name known).
- (7) Careless, negligent or improper use or operation of District property, equipment or funds, including use for private purposes, or involves damage or risk of damage to property.
- (8) Acceptance of gifts in exchange for "favors" or "influence" or under circumstances which would tend to compromise the effective discharge of duties. Employees may accept a recognition gift valued less than \$25 from customers or vendors.
- (9) Failure to maintain satisfactory and harmonious working relationships (including communicating pleasantly and respectfully) with the public or other employees, including supervisors.
- (10) Absence without management-approved leave.
- (11) Failure to report for duty at the assigned place and time.
- (12) Improper use of sick leave.
- (13) Unauthorized release of confidential information, as defined by law from official records.
- (14) Violation of safety regulations, safety policies, or endangering the safety of another.
- (15) Restricting productivity or output.
- (16) Failure to report breakdowns or improper operation of machinery or equipment immediately to the supervisor or to management.
- (17) Excessive private phone calls (over two per day will be considered excessive). Personal long-distance phone calls cannot be charged to the District.
- (18) Failure to immediately report an injury or accident to the immediate supervisor or to the next highest-level supervisor.
- (19) Use of improper or offensive language on the District mobile radio system or elsewhere while on duty.
- (20) Use of District mobile radio system for personal business (except in the case of emergency).
- (21) Failure to maintain driving record or license acceptable to the District or it's insured if a valid California driver's license is required for the employee's position.
- (22) Possession or use of firearms or alcohol while on duty or at any District facility.
- (23) Any threat of physical violence toward another.
- (24) Theft or Dishonesty.
- (25) Allowing the presence of unauthorized persons in unauthorized District areas.
- (26) Allowing the presence of unauthorized persons in District vehicles or to use District vehicles.

Causes Relating to Personal Conduct Detrimental or Prejudicial to Public Service:

- (1) Guilty of gross misconduct, or conduct unbecoming a District employee, which tends to

discredit the District or District service.

- (2) Guilty of immoral conduct or criminal act.
- (3) Falsified job information.
- (4) Addiction to use of alcohol or controlled substance.
- (5) Engaging in incompatible employment. Any employee who directly or indirectly engages in incompatible employment or who provides services to a conflicting interest shall be subject to suspension, demotion or termination of employment.

#### **DETERMINING DEGREE OF SERIOUSNESS OF OFFENSE**

The decision to suspend, demote, or dismiss depends on the seriousness of the offense and rests in the sole discretion of the General Manager. In determining the seriousness of an offense which is a cause for suspension, demotion, or termination of employment, the General Manager shall consider:

- a. The nature and extent of the specific act in terms of its effect upon the functions or reputation of the District.
- b. Damage to public interest or welfare.
- c. Whether or not a reasonable period of time has elapsed since a prior offense.
- d. Whether or not the employee's continued presence on the job creates a hazard to himself, their co-workers, and/or the public.
- e. The following offenses are grounds for immediate termination. The list is not an all-inclusive list and the General Manager may use ~~his or her~~their discretion on whether or not an offense is grounds for immediate termination:
  - (1) Intoxication while on duty, while on property owned or used by the District, or while in possession of District property.
  - (2) The possession or use of any controlled substance without valid medical authorization while on property owned or used by the District or while on duty or in possession of District property. (A controlled substance is one whose distribution is controlled by federal, state or local law, rule, regulation or ordinance, including, but not limited to marijuana, cocaine, heroin, opium, hashish, cannabis, crack, PCP, LSD, and other narcotics, depressants, stimulants, and hallucinogens by whatever name known).
  - (3) Absent without management-approved leave.
  - (4) Improper use of sick leave.
  - (5) Loss or restriction of driving privileges where possession of a valid California Driver's License is a requirement of the position.
  - (6) Falsification of District records.
  - (7) Any threat of physical violence.

#### **PROVISIONS FOR REPRIMANDS**

In the event that an employee's performance or conduct is unsatisfactory, or becomes in violation of established rules, regulations or ordinances, or in any way comes in jeopardy of reprimand, the following procedures should usually be followed, unless the seriousness warrants more drastic action. Violation of any single rule may cause the following to occur as determined by the General Manager:

- (1) First reprimand shall be oral. The supervisor shall record the date and content of the

reprimand, and it shall be placed in the employee's personnel file, with a copy given to the employee.

- (2) Second reprimand (within six months of verbal) shall be accompanied by a written description, plus the date and content of the first oral reprimand, and it shall be placed in the employee's personnel file, with a copy given to the employee.
- (3) Third reprimand (within six months of second reprimand) shall be accompanied by a written description to be placed in the personnel file, with a copy given to the employee, and time off without pay.
- (4) Fourth reprimand (within six months of third reprimand) for any problem shall be cause for immediate termination of employment.

Employees shall have the right to include their written response with a letter of reprimand in their personnel file.

Any employee may request to have any letter of reprimand removed from their personnel file provided there has been no subsequent written reprimand of any kind for at least two years. Any such removed documents shall be retained by the District in a confidential file.

Under certain circumstances, the General Manager may proceed directly to the issuance of a written reprimand. These circumstances include, but are not limited to, the following:

- (1) Failure to follow a supervisor's instructions.
- (2) Violation of safety rules or endangering the safety of another.
- (3) Involvement in a major preventable accident (the difference between major and minor accidents depends upon the degree of severity of the injury or damage, or the potential for such severity).
- (4) Failure to act in accordance with written procedures.
- (5) Absence without management-approved leave.
- (6) Engaging in on-duty or off-duty behavior which harms or discredits the employee, fellow employees, the District or its reputation, or the general public.

Under certain circumstances, the General Manager need not provide oral or written reprimands or written reports prior to the imposition of disciplinary action. These circumstances include, but are not limited to, the following:

- (1) Refusal to follow a supervisor's instruction.
- (2) Violations of basic rules of conduct such as drinking while on duty or in possession of District property, being under the influence of, or in possession of, any controlled substance while on duty or in possession of District property, theft, fighting, or threatening a supervisor or fellow employee. Certain violations of these rules may result in immediate discharge. (See DETERMINING DEGREE OF SERIOUSNESS OF OFFENSE).
- (3) Absence without management-approved leave. This may result in immediate termination. (See DETERMINING DEGREE OF SERIOUSNESS OF OFFENSE).
- (4) Willful destruction of property.
- (5) Unauthorized possession or use of District property.
- (6) Engaging in incompatible employment or serving a conflicting interest.
- (7) Conviction of a felony.
- (8) Other gross misconduct.
- (9) Loss or restriction of driving privileges where possession of a valid California Driver's License is a requirement of the position. (See DETERMINING DEGREE OF SERIOUSNESS OF OFFENSE).

- (10) Misuse or mishandling of District funds.

#### **PROCEDURE FOR DISMISSAL, DEMOTION OR SUSPENSION FOR CAUSE**

In those cases where an employee has been immediately dismissed, demoted, or suspended, the General Manager must immediately thereafter schedule a post-disciplinary review of the issues. Such review shall be held unless waived in writing by the affected employee no later than twenty (20) working days after the date on which the discipline was imposed. The post-disciplinary review shall be conducted by the General Manager or designee.

Written notice of the disciplinary action must be personally served on the employee or sent to the employee by registered mail no later than five (5) working days after the date on which the disciplinary action was taken, unless the providing of notice or scheduling of the review would be considered a futile act. The notice must include the following information:

- (1) A description of the disciplinary action taken.
- (2) The reasons for the discipline.
- (3) A copy of the charges and materials, if any, on which the discipline is based.
- (4) The date on which the discipline was imposed.
- (5) A statement advising the employee of ~~his or her~~their right to respond either orally or in writing to such charges.
- (6) The date, time, and location of the post-disciplinary review.

A copy of the notice shall be placed in the employee's personnel file along with any written response submitted by the employee.

#### **POST-DISCIPLINARY REVIEW**

The post-disciplinary review must be conducted according to the following procedure:

- (1) Oral testimony may be given only under oath or affirmation.
- (2) The employee has the right to be represented by a person of ~~his or her~~their choice or may choose to represent himself, provided however, that when an employee is to be represented by another person, the name of that person must be provided to the General Manager at least three (3) working days prior to the scheduled review.
- (3) The General Manager, or designee, shall review all relevant evidence, including oral evidence, and notify the employee of ~~his or her~~their decision within five (5) working days following the hearing. The hearing shall be recorded at the discretion of the General Manager.
- (4) If the employee is dissatisfied with the decision, the employee may submit a written request to the General Manager to have the matter reviewed by the District's Board of Directors, as described and set forth under the Grievance Procedure provisions. The request must be received by the General Manager within seven (7) working days following notification of the decision.

- (5) The Board of Directors shall review and submit its decision on the matter within 60 days following receipt of the request. The Board of Directors may decide the matter on the record presented or may ask for additional information or evidence. The decision of a majority of the Board of Directors shall be final and binding. The General Manager shall notify the employee of the decision within 15 days following the conclusion of the review.

### **ADMINISTRATION**

Whenever any personnel problem occurs, the supervisor is expected to cope with the situation promptly, constructively, and in a tactful manner.

Each of the first steps of the disciplinary procedures (i.e., informal counseling, written reports, and performance appraisal reports) are to be regarded as corrective measures and are to be combined with appropriate instruction which, if followed, would make further sanctions unnecessary.

The effect of these rules should be to reduce involuntary terminations, to avoid or minimize misunderstandings between supervisory and non-supervisory personnel, to provide notice of unacceptable conduct in sufficient time to permit self-correction and improvement, and to assist employees in correcting undesirable behavior. However, these rules are not intended to, and do not alter the AT-WILL employment relationship.

## **SECTION 13 - TRAINING OF EMPLOYEES**

### **RESPONSIBILITY FOR TRAINING**

It shall be the responsibility of the immediate supervisor to provide for the training of employees for all day-to-day duties and responsibilities of their job to the extent that the job can be performed in an efficient manner, and to see that backup personnel are trained and available in case of absence.

The General Manager may develop training programs for District employees in the performance of their duties. Such training programs may include lecture courses, seminars, demonstrations, assignments of reading material or any other appropriate methods that may be available.

### **EDUCATION REIMBURSEMENT**

With the prior written approval of the General Manager as to the job relatedness of any accredited instructional vocational/college course, a regular full-time employee may be reimbursed for 100% of the costs incurred in purchasing books and paying enrollment fees for such course(s). The District shall, with a passing grade of C or better, reimburse the cost of tuition of the student. The amount of reimbursement shall not exceed the cost of a fulltime (12 units) California resident attending a State funded university.

The Employee shall inform the District by March 1<sup>st</sup> of their intention to seek reimbursement for college courses to be attended in the following Fiscal Year (July 1<sup>st</sup> – June 30<sup>th</sup>).

Proof of passing grade will be required prior to reimbursement, unless otherwise agreed by the

General Manager.

Courses to be approved shall include those particularly useful in furthering an employee's ability to perform ~~his or her~~their duties.

Upon completion of the course, the District may require the employee/student to return to the District all materials purchased in order to allow for their future use by other District employees.

Reimbursement under this section shall apply only to actual costs incurred for books and enrollment fees for such course(s) and shall not apply to any costs associated with the transfer of credits to or from an educational/vocational institution.

#### **CREDIT FOR TRAINING**

Participation in and successful completion of special training courses may be considered in promotions, layoffs, and other decisions affecting employment. Evidence of such training activity shall be filed with the employee's supervisor and the General Manager. The filing of such material is the responsibility of the employee.

#### **BUDGETING**

The General Manager or designee shall annually prepare budget recommendations as a specific and separate allocation for District training and education reimbursement needs.

#### **CERTIFICATION PROGRAM**

With the prior written determination by the General Manager as to the job relatedness of any certification program or District need, regular employees will be reimbursed for the cost incurred in purchasing books and paying enrollment fees for a certification program. An employee may also be paid ~~his or her~~their wages and be reimbursed for travel, meals, and lodging expenses, depending upon District need or where the certification is a job requirement of the employee, as determined by the General Manager.

Programs eligible for approval are only those which are beneficial to, and needed by, the District, as determined by the General Manager. For more information, refer to the Certification Program Administration which may be obtained in the Districts Human Resource Department.

### **SECTION 14 - MEALS**

#### **PURPOSE**

In the event of an emergency, employees may be required to work through lunch, called in on a non-work day, called into work early, or must stay late. In these cases, the District may provide employees meals as described in further detail below.

#### **EMERGENCY**

An emergency is an unexpected incident or situation affecting public health and safety requiring prompt action as determined by the General Manager.

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### **ON-DUTY LUNCH**

If an emergency prevents an employee from taking an uninterrupted lunch break for up to one-half hour at least six hours after ~~his or her~~their regular workday started, the time necessarily taken for any such meal, up to one-half hour, shall be at District expense, and if possible, a meal shall be provided by the District.

### **SHIFT CONTINUATION**

If the District requires an employee to perform emergency work starting two (2) hours or more before ~~his or her~~their regular work hours, or requires an employee to perform work for more than two (2) hours beyond regular work hours, the District shall, if feasible, provide the employee with one meal after such two (2) hour period. For continued work thereafter until the start of the employee's regular workday, meals will be provided approximately every four (4) hours.

### **PREARRANGED WORK**

If the District requires an employee to perform prearranged work wholly outside of regular work hours, such employee shall be permitted to have time off for a meal approximately four (4) hours after he/she starts work. The employee shall provide this meal at ~~his or her~~their own expense. The time necessarily taken for any such meal, up to one-half hour, shall be at District expense. If the prearranged work described in this paragraph continues after the employee-provided meal, the District shall provide subsequent meals at intervals thereafter of approximately four (4) hours, for as long as such work continues.

### **REIMBURSEMENT WHEN PURCHASED**

~~The District shall reimburse an employee for the cost of a meal under the provisions of this section only when such meals are purchased by the employee or by the supervisor for his or her~~their group of employees and only upon presentation of a receipt for said meals. Reimbursement for each meal shall be in accordance with the following maximum limitations including tax and tip:

- ~~\_\_\_\_\_ (a) Breakfast \_\_\_\_\_ \$13.00~~
- ~~\_\_\_\_\_ (b) Lunch \_\_\_\_\_ \$15.00~~
- ~~\_\_\_\_\_ (c) Dinner \_\_\_\_\_ \$25.00~~

~~Upon approval by the General Manager, District funds may be advanced for the purchase of such meals. All other provisions herein shall still be applicable.~~

### **REIMBURSEMENT AND TIME TAKEN**

The District shall pay the cost of any meal which is required to be provided under this section. The District shall consider as time worked the time necessary to consume such meal. However, when a meal is taken at District expense following completion of the work day, in this situation



the time allowance shall be one-half hour.

If an employee who is entitled to a meal under the provisions of this section, upon dismissal of the work day, does not accept such meal, he or she is nevertheless entitled to the time allowance of one-half hour.

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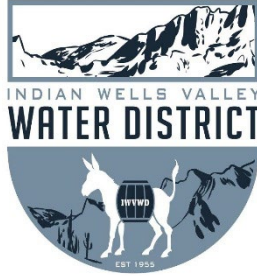
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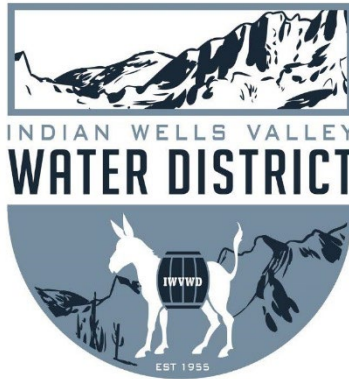
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**10.F.7.**

### SWRCB Water Waster Report

	# of water waste reports received	# of contacts made (written or verbal)	# of formal warning actions	# of penalties issued
Jan-24	0	0	0	0
Feb-24				
Mar-24				
Apr-24				
May-24				
Jun-24				
Jul-24				
Aug-24				
Sep-24				
Oct-24				
Nov-24				
Dec-24				
SUBTOTAL 2015	378	376	40	10
SUBTOTAL 2016	406	399	28	3
SUBTOTAL 2017	70	68	10	4
SUBTOTAL 2018	60	58	7	4
SUBTOTAL 2019	56	56	8	1
SUBTOTAL 2020	42	42	8	2
SUBTOTAL 2021	131	131	12	4
SUBTOTAL 2022	106	106	6	0
SUBTOTAL 2023	64	64	24	7
SUBTOTAL 2024	0	0	0	0
<b>TOTAL</b>	<b>1313</b>	<b>1300</b>	<b>143</b>	<b>35</b>
TOTAL PENALTIES BILLED				\$3,350
TOTAL PENALTIES COLLECTED				\$3,050



The Mission of the

## **Indian Wells Valley Water District**

is to deliver the highest quality water at the best possible price while continuing to serve as respectful stewards of the environment.

The Vision of the

## **Indian Wells Valley Water District**

is to provide for self-sustaining water resources now and for generations to come.

**Board of Directors**