



Human Resources Policy Manual 2018

Encina Wastewater Authority



Section 1 – Introduction and General Provisions

1.1 Purpose of EWA Human Resources Policy Manual (HRPM)

The HRPM contains human resource policies that govern employment with Encina Wastewater Authority (EWA). These policies do not create any right, nor any express or implied contract of employment. The Board of Directors has approved the provisions contained herein. EWA reserves the right to amend, supplement, or rescind any provisions of the HRPM, as it deems appropriate. Employees shall be advised of changes in policies, benefits, and procedures.

1.2 Scope of HRPM

The policies and procedures contained herein supersede any and all previously issued policies, procedures, rules, or instructions related to human resource management at EWA.

1.3 Administration

The General Manager, as Appointing Authority, shall have unilateral authority to interpret and implement the provisions contained herein. The General Manager may develop and issue procedures, consistent with the HRPM, to facilitate the HRPM's implementation.

Every EWA employee is expected to support and carry out the policies contained in the HRPM.

1.4 Distribution of the HRPM

The HRPM applies to all categories of employees, except as indicated in particular policies. A copy of the HRPM shall be provided to each employee with a receipt for copy (Notice of Acknowledgement Form) to be signed by each employee and turned in to the Human Resources Manager. In addition, a copy of the HRPM shall be posted on EWA's shared drive and made available to all employees.

Section 2 – Definition of Terms

The following definitions shall apply throughout the HRPM unless the context requires another meaning.

2.1 Definition of an Employee

The following definitions are meant to standardize and ensure common understanding with reference to employees.

Employee - any person currently employed or on a leave of absence. Not included under this term are applicants for employment, contracted agents, or others. Independent contractors, volunteers, and board members are not employees.

Regular Full-Time Employees - employees who are hired to fill a full-time position, regularly scheduled to work at least 30 hours per week, and who have successfully completed the probationary period for that position.

Probationary Employees - employees who are hired to fill a full-time position and are serving the probationary period for that position. During the probationary period, a probationary employee serves at the pleasure of the Appointing Authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

Regular Part-Time Employees - employees who are hired and regularly scheduled to work in positions considered by the General Manager to require less than full-time. Regular part-time employees, unless authorized by the General Manager and the Board of Directors, are not eligible for any employee benefits with the exception of deferred compensation benefits and California-mandated sick leave. They may not work more than 1000 hours per fiscal year.

Temporary Employees - hired for a specific time period on a temporary basis as recommended by the department director and approved by the General Manager. Temporary employees, unless authorized by the General Manager and the Board of Directors, are not eligible for any employee benefits with the exception of deferred compensation benefits and California-mandated sick leave.

Interns - temporary employees who are college students and work 29 hours or less per week, not to exceed 1000 hours per fiscal year. Interns do not qualify for EWA benefits or CalPERS retirement benefits with the exception of deferred compensation benefits and California-mandated sick leave. They are assigned to a given department to perform non-complex tasks.

2.2 Definition of Nonexempt and Exempt Employee Classifications

Nonexempt - employee classifications not exempt from minimum wage and other provisions of the Fair Labor Standards Act (FLSA), as amended. Nonexempt employees receive overtime premium pay in accordance with the FLSA.

Exempt - employee classifications exempt from the minimum wage, overtime, and other provisions of the FLSA as amended. Exempt employees do not receive overtime pay.

2.3 Definition of Advancement and Promotion

Advancement - movement within a series of the same classification at a higher rate of pay.

Promotion - movement to a different classification at a higher rate of pay.

2.4 Definitions of Alcohol/Drug/Illegal Drug/Prescribed Drugs

Alcohol - any beverage that has an alcoholic content including but not limited to beer, wine, and distilled spirits.

Drug - any chemical substance (other than alcohol) capable of altering the coordination, reflexes, moods, perception, pain level, attention span, or judgment of the individual consuming it.

Illegal drug - any drug or substance that is illegal under federal, state, or local law to use, sell, transfer, possess, manufacture, or consume; and/or any drug or substance that is not legally obtainable; is legally obtainable but has not been legally obtained; or has been legally obtained but is being sold or distributed unlawfully.

Prescribed drug - any drug or medication lawfully prescribed for use by a licensed medical practitioner for use by the employee.

Section 3 – General Employment Policies

3.1 Employment

All EWA employees are at-will employees and serve at the pleasure of EWA. The General Manager is fully authorized to appoint and discharge all persons employed by EWA. Therefore, employment at EWA is considered “at-will”, and may be terminated by either the employee or the General Manager with or without cause, and with or without notice.

Section 14 (Employee Discipline) does not alter the at-will nature of the employment relationship.

This “at-will” employment relationship cannot be changed by any verbal or written representations made by any employee, except by a written agreement between the General Manager and the employee. This

means that unless employees are asked to and enter into a written employment contract with EWA to the contrary, employees are free to terminate their employment with EWA at any time, with or without cause, and with or without advance notice. This also means that EWA has the right to terminate their employment at any time, with or without cause, and without advance notice. Although EWA may choose to terminate employment for cause in accordance with the process outlined in Sections 13 and 14 of the HRPM, cause is not required.

3.2 Nondiscrimination/Equal Employment Opportunity

EWA is an equal opportunity employer. It is EWA's policy to provide equal employment opportunity for all applicants and employees, in all areas of employment including recruitment, hiring, training, promotion, compensation, qualifications/job requirements, benefits, transfer, social/recreational programs, and general treatment during employment.

EWA does not unlawfully discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes physical, cultural, and linguistic characteristics associated with national origin groups), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (over 40 years), sexual orientation, military or veteran status, immigration/citizen status (which includes human trafficking), or any other basis protected by law.

Absent undue hardship or direct threats to the health and safety of employees, EWA will provide reasonable accommodations to qualified disabled applicants and employees to enable them to perform essential job functions. Any applicant or employee who requires an accommodation in order to perform the essential functions of their job should contact their supervisor and request such an accommodation. A reasonable accommodation is any change or adjustment to a job or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform essential job functions, or to enjoy the benefit and privileges of employment equal to non-disabled employees. Examples of reasonable accommodations include:

- Restructuring a job by reallocating or redistributing marginal job functions;
- Altering when or how an essential function is performed;
- Permitting use of accrued paid leave or unpaid leave;
- Acquisition or modification of equipment.

The selection of a reasonable accommodation will be done on a case-by-case basis after assessment of the job, the individual, and the essential job function(s) that the otherwise qualified individual is unable to safely perform. This interactive process involves both the employer and the employee/applicant.

EWA is not required to grant any accommodation that poses an undue business hardship, which means an accommodation that is unduly costly, extensive, substantial, or disruptive, or one that would

fundamentally alter the nature or operation of the business. EWA is not required to create a new position for a disabled applicant or employee.

Any questions regarding disability, the interactive process, or reasonable accommodations should be directed to Human Resources.

It is the responsibility of every manager and employee to follow this policy. Employees with questions or concerns about any type of discrimination or harassment in the workplace on any of the bases mentioned above should bring these issues to the attention of their immediate supervisor, the Human Resources Manager, the Assistant General Manager, or the General Manager. Employees can raise concerns and make reports without fear of reprisal. All reports of discrimination and harassment will be investigated as required by federal regulation. Upon completion of an investigation, anyone found to be engaging in any type of unlawful discrimination and/or harassment shall be subject to disciplinary action up to and including termination of employment with EWA.

3.3 Harassment

EWA is committed to providing a workplace free of illegal harassment. EWA will not tolerate illegal harassment of employees by managers, supervisors or co-workers; nor will EWA tolerate illegal harassment by its employees of non-employees with whom EWA has a business, service, or professional relationship. EWA shall also protect employees from illegal harassment by non-employees in the workplace.

Illegal harassment can be based on race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes physical, cultural, and linguistic characteristics associated with national origin groups), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (over 40 years), sexual orientation, military or veteran status, immigration/citizen status (which includes human trafficking), or any other basis protected by law. The harassment may be directed toward an applicant, employee, vendor, or member of the public and the perpetrator could be a supervisor, management employee, or any other employee.

A. Harassment Defined

1. Verbal Harassment – Epithets, derogatory comments, slurs on the basis of race, religious creed, national origin, ancestry, disability, medical condition, marital status, gender, sexual orientation, age, or other protected category. Verbal harassment can also include verbal sexual advances, repeated offensive sexual flirtations or propositions, and requests for sexual favors. Additionally, continued or repeated verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations may also constitute verbal harassment.

2. Physical Harassment – Conduct such as unwanted touching, offensive or abusive contact, assault, impeding or blocking movement, physical interference with normal work or movement, and other misconduct.
3. Visual Forms of Harassment – Derogatory emails, posters, notices, bulletins, cartoons, or drawings on the basis of a protected characteristic. Leering, making sexual gestures, and displaying sexually suggestive objects or pictures may also constitute harassment.

These and other types of actions may also constitute harassment when: 1) submission to the conduct is an explicit or implicit condition of employment; 2) submission to or rejection of the conduct is used as a basis for any employment decision; or 3) when it causes unreasonable interference with work performance or an intimidating, hostile, or offensive working environment results.

B. Reporting Procedures

Any incident of harassment should be reported promptly to the employee’s supervisor, department director, the Human Resources Manager, the Assistant General Manager, or the General Manager. EWA supervisors and managers who receive complaints or who observe harassing or discriminating conduct must report such actions immediately to the Assistant General Manager or the General Manager. Once an employee has initially reported an incident of harassment, s/he will be asked to put the complaint in writing, describing the nature of the harassment (i.e., the time, date, place, and manner of harassment) and the identity of the individual(s) involved in the harassment.

C. Investigation

Every reported complaint of harassment will be investigated fairly, thoroughly, promptly, and in as confidential a manner as possible. Normally, the department director to whom the complaint is made will investigate a complaint of harassment. However, investigations may also be conducted by the Human Resources Manager, the Assistant General Manager, the General Manager, or qualified individuals employed or contracted by EWA. In any event, EWA will not tolerate retaliation against any employee for making a complaint or cooperating in an investigation.

D. Disciplinary Action

In the case of harassment by employees, disciplinary action will be taken in accordance with the process identified in Section 14 of this HRPM. A violation of this policy can result in disciplinary action up to and including termination. Should harassment of employees be committed by non-employees, EWA will take appropriate corrective action.

3.4 Option to Report Discrimination, Harassment, and Retaliation to Outside Administrative Agencies

Discrimination, harassment, and retaliation for opposing harassment or participating in investigations of harassment are illegal. In addition to notifying EWA about discrimination, harassment, or retaliation

complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing (DFEH), and/or U.S. Equal Employment Opportunity Commission (EEOC), which have the authority to conduct investigations. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. The deadline for filing a charge with the EEOC is 180 days from the date of the alleged violation, but may be extended to 300 days if the charge also is covered by a state or local antidiscrimination law. Employees can contact the nearest DFEH office or the EEOC at locations listed in EEO posters located within EWA facilities, their respective websites, or the state government listings in the local telephone directory.

3.5 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interests.

If an employee believes s/he may have an actual or potential financial conflict of interest with regard to any transactions involving any EWA purchases, contracts, or leases, the employee should disclose the nature of the potential conflict of interest to his/her department director, the Assistant General Manager, or the General Manager, in order to avoid an actual or potential conflict of interest, or so that appropriate safeguards can be established to protect all parties. Employees who engage in employment outside of EWA, as identified in Section 3.7 (Outside Employment), must disclose that employment to EWA and receive authorization from EWA that the outside employment does not constitute a conflict of interest.

Failure to comply with EWA's Conflict of Interest Policy shall result in disciplinary action up to and including termination. Actions in violation of California state law shall be referred to the appropriate governmental agency.

3.6 Contributions/Gifts

Contributions/gifts from a single source to EWA designated employees and Board members exceeding \$470 or more in any calendar year may not be accepted. Any EWA employee who accepts a gift in an amount over \$50 must report such gifts to the IRS on his/her annual federal tax submission.

Contributions/gifts from a single source to EWA, the agency, may be accepted if the donor gives the tickets or passes for admission or access to facilities, goods, or services (including passes to movie theaters, amusement parks, country clubs, or similar place or events but not including travel or lodging) if: 1) the donor gives the tickets or passes to EWA for the sole purpose of distributing the tickets or passes to an EWA employee(s), spouse, and immediate family, and the use of the tickets or passes is so limited by EWA; 2) the tickets or passes are not earmarked by the donor for a specific EWA employee(s); and 3) EWA retains a written public record of the terms under which the tickets or passes were accepted by EWA, the terms under which the tickets or passes were distributed, and to whom they were distributed. Such contributions/gifts are not subject to dollar limitations such as those provided to individual employees or

Board members. EWA must report said gift on the California Fair Political Practices Commission's Form 801 within 30 days of receipt of the gift.

3.7 Outside Employment

Employees may engage in outside employment, subject to Section 3.5 (Conflicts of Interest) above and the restrictions contained in this Section, as long as they meet the performance standards of their assigned jobs. Employees shall be judged by the same performance standards and subject to EWA's scheduling demands, regardless of any existing outside work requirements. Full-time employees are required to provide advance notice to the Assistant General Manager before accepting secondary employment. If EWA determines that an employee's outside work interferes with his/her performance or ability to meet the requirements of EWA as they are modified from time to time, the employee may be asked to terminate his/her outside employment if s/he wishes to remain employed by EWA. Employees may not receive any income or material gain from individuals outside of EWA for materials produced or services rendered while on duty or performing their jobs at EWA.

Employees are expressly prohibited from engaging in outside employment that is incompatible with, inconsistent with, or in conflict with their EWA employment. Outside employment shall be expressly prohibited where: 1) outside employment conflicts with an employee's work schedule, duties, and/or responsibilities; 2) outside employment creates an actual conflict of interest; 3) outside employment interferes with an employee's work performance; 4) outside employment involves conducting business of any type during the employee's actual hours of work; or 5) outside employment involves the use of EWA property including but not limited to EWA premises, equipment, vehicles, supplies, or electronic communications systems (i.e., telephones, computers, computer software, voicemail, electronic mail).

For purposes of this Section, outside employment includes self-employment, including ownership in an entity that results in a violation of this policy. Employees who violate this policy shall be subject to disciplinary action up to and including termination.

3.8 Employment of Relatives

EWA regulates the employment and placement of relatives and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale. However, EWA reserves the right to exercise appropriate discretion in each case. "Relative" in this Section means spouse, mother, father, stepmother, stepfather, or person who has acted in place of one of these, father-in-law, mother-in-law, child, stepchild, brother, sister, brother-in-law, and sister-in-law.

EWA may accept and consider applications for employment from relatives of a current employee, as defined above. Applicants must identify any individual who is a relative or domestic partner, as defined above, already employed by EWA at the time s/he applies for employment.

Applicants who are relatives or a domestic partner of an employee shall not be eligible for employment with EWA in a situation where potential problems of supervision, safety, security, or morale exist. Relatives or a domestic partner shall not be assigned to the same organizational unit. In order to enforce this policy, the General Manager may transfer one or both relatives or domestic partner to a different organizational unit. Should such a transfer not be feasible, one of the employees may be terminated.

3.9 Solicitation and Distribution

Employees may not solicit during working time or in working areas at any time for any purpose. Employees may not distribute non-work-related materials or literature at any time, for any purpose, in working areas. This policy includes the solicitation of money, provision of services, or provision of anything of material value to aid, promote, or defeat any political committee or nomination or election of any person to public office. Persons not employed by EWA may not solicit or distribute literature on EWA property at any time, for any purpose. Off-duty EWA employees and non-employees shall not be inside EWA facilities unless they have a legitimate business reason to be present.

3.10 Open Flames in the Workplace

In the interest of safety of the Encina Wastewater Authority employees and facilities, candles, incense, and other items designed to burn are prohibited in all offices. A standing exception of this shall be any laboratory or work station where flames or other heat sources must be used to conduct analyses within established safety guidelines.

3.11 Tobacco in the Workplace

In order to provide employees with a safe and healthful work environment and ensure compliance with the California Workplace Tobacco Laws (AB 13 and AB 846), tobacco use is not permitted in any EWA structure or building. This applies to any type of tobacco (including smokeless tobacco such as chewing tobacco), and to vaping or e-cigarettes. By California laws, tobacco use shall only be permitted in outside, designated areas, and is prohibited in EWA vehicles at all times.

EWA shall comply with the law that requires smoking areas to be located at least 20 feet away from a main entrance, exit, and all operable windows. On EWA's premises there are three designated smoking areas:

- Area 1: North of the chlorine contact tank/south of the Administrative/Operations building;
- Area 2: Northwest of the Cogeneration building/east of the Primary Sedimentation Tanks;
- Area 3: Southwest corner of the Warehouse.

EWA employees and contractors who violate this policy while on EWA premises shall be subject to appropriate action. For EWA employees, appropriate action includes disciplinary action up to and including termination.

3.12 Drug/Alcohol Free Workplace

EWA has a vital interest in maintaining a safe, healthful, and efficient work environment. Being under the influence of a drug or alcohol while on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthful, and efficient operations.

EWA has an obligation to its officers, employees and members of the public to take reasonable steps to provide an alcohol and drug free workplace and to provide services to the public in a safe manner. Reporting for work or working under the influence of alcohol or drugs and the use, possession, transfer, purchase, or sale, or attempted use, possession, transfer, purchase, or sale of alcohol or drugs in any manner during work hours, including rest breaks and meal periods, or while on EWA premises, are strictly prohibited and constitute cause for disciplinary action up to and including termination.

The following behavior violates EWA policy and will be grounds for discipline up to and including discharge:

- Distribution, sale, purchase, possession, or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance, while on the job;
- Driving any vehicle while performing EWA business under the influence of illegal or controlled substances or alcohol;
- Use of, impairment by, or being under the influence of alcohol while on the job;
- An employee's failure to notify EWA of any criminal conviction on a charge of illegal sale or possession of any controlled substance;
- Use of marijuana on EWA premises or while performing EWA business or during working hours, even if obtained through a legal prescription.

Employees will be required to submit to a drug and alcohol test if reasonable suspicion exists that an employee is under the influence of drugs and/or alcohol. Any employee who tests positive as the result of such a drug and/or alcohol test will be subject to discipline up to and including discharge. This includes any employee who tests positive for marijuana, even though the employee was prescribed the marijuana for medical purposes.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform his/her job, or might affect the safety or well-being of others, must receive clearance from his/her physician before performing any work.

I. Definitions

1. EWA Premises – all buildings, parking lots, service yards, lunch rooms, break areas, rest rooms, loading docks, EWA-owned vehicles, work sites, or any other sites where employees perform services for EWA regardless of EWA’s ownership or control of the property.
2. Reasonable Suspicion – a suspicion that is based on specific personal observations of an employee’s manner, physical movement, disposition, behavior, speech, appearance, breath odor; or by information provided by another employee, law enforcement or security personnel, or by any other person believed to be reliable, that causes the person making the observations or hearing the information to reasonably believe an employee is under the influence of drugs or alcohol.
3. Under the Influence – behavior modified by alcohol or drugs, resulting in substandard or modified job performance; diminished motor reflexes, impairment of coordination, speech, or mental concentration; or conduct that poses a safety hazard to the employee, co-workers, or others.

II. Pre-employment Tests

All individuals offered employment with EWA are required to submit to a pre-employment, post-offer physical examination and drug screen.

III. Procedures

1. In order to promote an alcohol and drug free, safe, productive, and efficient workplace, EWA reserves the right to search any EWA-owned or controlled articles or property in the employee’s control or possession to determine the presence of alcohol or drugs. EWA expressly reserves the right to inspect EWA-owned or controlled lockers, desks, tool boxes, vehicles, packages, containers, and other articles within the work area. If the General Manager, Assistant General Manager, or their designee has reason to believe that alcohol or drugs are present in a work area in violation of this policy, the appropriate law enforcement agency may be contacted and asked to conduct a search of the work area.
2. The reasonable suspicion of alcohol or drug use must be based upon objective factors related to the employee’s appearance, conduct, speech, behavior, and/or other objective factors. If a department director or supervisor has reason to believe an employee is under the influence of alcohol or drugs, or has otherwise violated this policy, the department director or supervisor should carry out the following procedures:
 - a. Accompany the employee to a private office, room, or other area. If possible, a witness should accompany the employee and the department director or supervisor. Upon request, the employee may have another employee act as a witness on his/her behalf. Action regarding the employee shall not be delayed by the request for an employee-selected witness.
 - b. If it is determined that this policy may have been violated, the General Manager, Assistant General Manager, or their designee should be advised of the situation. After receiving authorization to conduct an alcohol or drug test from the General Manager, Assistant General Manager, or their designee, the employee should be told that his/her behavior or performance warrants an alcohol or drug test. The employee should be advised that the examination and/or test will be conducted at an EWA-designated testing facility.

- c. If the employee agrees to a medical examination and/or alcohol or drug test, the following procedures should be carried out:
 - i. The employee should be asked to read and sign an Authorization for Medical Examination and Drug Testing Form.
 - ii. The General Manager, Assistant General Manager, or their designee will arrange transportation to EWA's designated testing facility.
 - iii. If the results of the medical examination and/or alcohol or drug test indicate the employee is under the influence of alcohol and/or drugs or has violated this policy, appropriate disciplinary action may be taken up to and including termination.
 - iv. If the results of the medical examination, alcohol and/or drug test indicate another cause for the employee's behavior, the employee will be placed on an appropriate leave. If there is a medical reason underlying the behavior, the employee will be required to provide EWA with a medical release from a physician before returning to work. EWA may require the employee to be examined and evaluated by the EWA-selected physician before being allowed to return to work.
 - v. If the results of the alcohol or drug test are negative or inconclusive, no further action will be taken by EWA with regard to the violation of this policy. The employee may, however, be disciplined for misconduct or unsatisfactory job performance, if applicable.
- d. If the employee refuses to consent to an alcohol or drug test, the following procedures should be carried out:
 - i. The department director or supervisor must explain to the employee that the requested alcohol or drug test is used to establish the employee's compliance with this policy and/or fitness to perform his/her job.
 - ii. The department director or supervisor must inform the employee that his/her refusal to consent to an alcohol or drug test will be interpreted as a deliberate failure to comply with a reasonable request and the employee will be subject to discipline up to and including termination. The employee should also be advised that s/he will not be allowed to use evidence of alcohol or drug abuse as a mitigating factor regarding any discipline imposed for misconduct or unsatisfactory job performance, or to utilize the rehabilitation benefits described in Section 3.12(E).
 - iii. The department director or supervisor must inform the General Manager, Assistant General Manager, or their designee of the situation. The decision to suspend the employee will be made by the General Manager, Assistant General Manager, or their designee.
 - iv. If the employee is immediately suspended, the department director or supervisor should arrange for the employee to be transported home.

An investigation will be conducted when an incident occurs whether or not the consumption of alcohol or the use of drugs was involved. All department directors, managers, supervisors, and employees involved in any incident investigated under this policy must prepare a written record of the incident within 24 hours of its occurrence.

IV. Disciplinary Action

Any violation of this policy is cause for disciplinary action up to and including termination. Discipline may be imposed regardless of whether an employee is charged with and/or convicted of a crime relating to any violation of this policy. Section 14 (Employee Discipline) of this HRPM describes disciplinary action for a violation of this policy.

V. Rehabilitation

EWA will encourage and reasonably accommodate employees with alcohol or drug dependencies while seeking treatment or rehabilitation to the extent required by applicable law. Employees desiring such assistance should request a leave of absence. However, all employees must continue to comply with the requirements set forth in this policy. Employees on approved rehabilitation leave may use accumulated sick leave during the leave of absence.

VI. Drug/Alcohol Civil Convictions

As a condition of employment, employees must report any conviction under a criminal drug statute for violations occurring on or off EWA premises while working for EWA. A report of a conviction must be made within five days after the conviction; this includes convictions of Driving Under the Influence of Alcohol.

VII. Employee Assistance Program

Employees who need help coping with drug and/or alcohol issues are encouraged to seek assistance through their respective health insurance plan or the Employee Assistance Program (EAP) provided by EWA.

3.13 Information and Communication Systems and Equipment

The purpose of this policy is to ensure proper use of EWA's electronic communication systems for the benefit of EWA and the public, and to advise employees of their rights and responsibilities related to such use.

General Information

A. Public Records Act

EWA records, whether paper or in electronic format, are governed by the public disclosure requirements of the Public Records Act and its exceptions. Any file, including notes, drafts, and EWA business communications stored on personal devices, may be subject to public disclosure under the Public Records Act, unless subject to an exemption. In the event EWA receives a request for the disclosure of EWA records that includes electronic communications, the person responsible for providing the requested records must use his or her best efforts to preserve all EWA electronic

communications covered by the request until it is determined whether the communications must be disclosed.

B. Electronic Records and Communications Are Not Private

1. All electronic communications systems and electronic media, including computer files, hardware, software, email, and Internet access services are the property of EWA regardless of their physical location or form of storage.
2. EWA receives the right, for any reason, to access all such electronic communications systems and log and/or disclose other electronic data stored on EWA computers.
3. EWA retains the right to delete or store any such electronic files, including email of a former employee.

C. Confidentiality

1. California law requires that certain information be treated as confidential and not be distributed to others inside or outside EWA who do not have authorization to view such information. Some examples of confidential information are: personnel records, internal investigations, information relating to litigation or potential litigation, attorney-client communication, information relating to labor negotiations, or information relating to confidential real estate negotiations. Confidential communications should be marked confidential. However, merely because a communication is not labeled confidential does not mean it is eligible for re-transmission or disclosure.
2. Employees shall exercise caution in sending confidential information on the email system as compared to written memoranda, letters, or phone calls because of the ease with which such information can lose confidentiality by diversion or re-transmission by others.
3. Confidential information should not be sent or forwarded to individuals or entities not authorized to receive that information and should not be sent or forwarded to other EWA employees not authorized to view such information.

D. Intellectual Property

1. EWA retains copyrights and intellectual property rights. All copyrights, trademarks, service marks, and other intellectual property rights resulting from work products created by EWA employees or volunteers in the course and scope of their employment with EWA are the exclusive property of the Authority.
2. EWA employees must respect copyright laws when using copyrighted materials, which may include text/graphics from websites. Incorporation of copyrighted materials created by others shall be done only with the author's permission, for an appropriate use and with appropriate acknowledgement.

Use of the Electronic Communication System

Use of EWA's electronic communications system, including computer equipment, hardware, software, email, Internet access, telephones and cell phones, other electronic devices, and electronic data shall be used for official EWA business pursuant to this policy. Email by nature represents and reflects upon EWA's public image and integrity. Users should ensure that their electronic messages are respectful, professional, and are consistent with established policies. Email should be written in the same professional, grammatically correct, and respectful manner as communications sent or received via other written channels.

A. Allowance for Limited Personal Use of Communication Systems

Employees may use EWA's email system, access their personal email address via the Internet, connect to messaging systems, or use EWA telephones for minimal and infrequent personal use, such as communicating with a family member, or arranging a personal appointment, when such use does not interfere with the efficient performance of official business.

B. Prohibited Uses of EWA's Electronic Communication System

1. Viewing, downloading, or transmitting sexually explicit, and/or pornographic material or other material that violates EWA's Nondiscrimination and Sexual Harassment Policy, including any language or material that is disparaging of others or is threatening, defamatory, or obscene. The only exception is when a direct quotation is being made of comments or correspondence from a member of the public or staff for the purpose of reporting such, in a manner directly related to EWA business. Examples include incident reports where specific comments made by a member of the public are quoted or email communications that are forwarded consistent with these policies, or internal investigations concerning such comments or messages.
2. Transfer of text, audio, images, or videos that are pornographic, sexually graphic, illegal, or libelous. Such transfers are prohibited. The only exception is when a direct quotation is being made of comments or correspondence from a member of the public or staff for the purpose of reporting such, in a manner directly related to EWA business.
3. Transmission of messages that disclose personal information without authorization. This includes information about a staff member's or volunteer's home address, telephone number, Social Security number, family status, or other employee information, without authorization from the Human Resources Manager. The shift hours of an employee or groups of employees will not normally be distributed to members of the public.
4. Disclosure or discussion of confidential information. This includes any information that may be subject to attorney/client privilege or other information that, if revealed to persons not authorized to view this information, would be harmful to the operation of the Authority.
5. Use of aliases. This includes use of "anonymous," aliases, or re-mailing services to protect or hide individual identity.
6. Use that violates any trademark, copyright, or other intellectual property law.
7. Use that results in private gain for the employee (such as conducting personal business outside of EWA employment), or soliciting others for private commercial ventures, religious or political

causes, outside organizations, or other related matters, except for labor organizing activity that is protected by law.

8. Use that violates any EWA policy.

User Responsibilities

1. Checking on and responding to messages. All employees shall check incoming email messages on a regular basis, normally a minimum of once per day, and shall respond in a timely manner.
2. Content. While recognizing that email can be a less formal means of communication, users should be aware that messages could be taken out of context. Employees should remember that some people do not like receiving unexpected or unnecessary attachments to messages. When sending attachments, employees should be sure they are reasonable in size (maximum size allowed by EWA's email system is 10MB), relevant to the message subject, and generally expected by the recipient.
3. Subject lines. Subject lines should generally be filled out reflecting the content of the messages being sent and be modified as appropriate in reply messages.
4. Replying to email messages. When responding to email messages, employees should exercise their best judgment in determining an appropriate response with respect to the following:
 - a) "Reply to All" function. Employees should consider whether a response should be sent to all recipients or only to the person who sent the original message, especially in the case of confidential or sensitive subject matter.
 - b) Email strings. An email string is a message that includes multiple response to an original message. When an email string occurs, employees should consider whether the record of correspondence is of an appropriate length and subject matter for includes in the response.
5. Out-of-Office tools. While on vacation or when away from the office for an extended period, employees shall set up an appropriate electronic message in automatic reply mode or have email messages forwarded to, or checked by, another staff person for action.
6. Retention. Email is intended to be a temporary medium of transmission of a communication and should not be used for permanent storage of records. Email and attachments should be promptly removed or transferred to the appropriate electronic file to conserve server space, and to promote improved network functions.

Network Security

Using EWA information and communication systems or equipment to gain or attempt to gain unauthorized access to other communication systems (hacking), and using EWA information and communication systems or equipment to connect to a system in order to circumvent the physical or security limitations of another system are prohibited.

The willful introduction of computer malicious, disruptive, and/or destructive programs into the EWA computer systems or network is prohibited.

Computer Hardware

Users must not attempt to repair or resolve hardware issues/problems, move, or alter computer units or other computer hardware. All computer repairs and resolution of hardware issues/problems must be handled by the Systems Manager. No EWA hardware will be removed from EWA premises without the proper approval of management.

Only EWA computer hardware is authorized to be used on EWA premises; other computer hardware, personal or contractor, is not authorized unless prior approval is given by the Systems Manager.

Computer Software

EWA Systems personnel will load, remove, adjust, and/or modify authorized licensed software on EWA computer hardware. EWA employees will not load or delete any software on the EWA computer systems and will not remove computer software from EWA premises unless authorized to do so.

Internet Guidelines

Employee use of EWA-provided Internet access for conducting private enterprise or for business purposes unrelated to EWA is prohibited. Subject to the restrictions of this policy, appropriate incidental use of EWA-provided Internet access by employees for the purpose of personal entertainment or research is allowed only during regular employee breaks and mealtimes. The use of the EWA network or Internet access to copy third-party software, files, or graphics in violation of license or copyright laws governing such materials is prohibited.

Viewing, downloading, or transmitting sexually explicit, and/or pornographic language or other material violates EWA's Harassment Policy (Section 3.3) and will not be tolerated. Any language or material that is disparaging of others or is threatening, defamatory, or obscene potentially violates our Harassment policy.

Cellular Phone Plan

The Cellular Phone Plan is to provide guidance on the usage of wireless devices, establish reimbursement procedures, and to distinguish between EWA-owned and employee-owned equipment. Cellular or wireless phones include smart phones that have data plans for email, Internet access, and various applications. The goal of the Cellular Phone Plan is to reduce EWA costs related to the use and administration of wireless services. In addition to the terms of this Plan, employee use of cellular phones must comply with all other applicable EWA policies.

When an employee's employment activities warrant the use of a cellular phone for business purposes, the employee may elect to use EWA's cellular phone or receive a reimbursement to maintain a personal cellular phone including a wireless plan.

The following lists guidelines for the Wireless Plan within the two categories:

EWA-Owned Equipment

- All EWA devices and Equipment are the property of EWA.
- Based on business need as determined by the Department Director or General Manager, designated employees shall be issued an EWA-provided cellular phone.
- EWA equipment is for business use only.
- Employees in possession of EWA-provided cellular phones are expected to protect the equipment from loss, damage, or theft.
- In the event of lost, damaged, or stole EWA-provided cellular phones, the employee must report the incident the next business day to the Systems Manager.
- Upon separation from employment, the employee must return the cellular phone immediately to EWA.

Employee-Owned Equipment

- Based on business need as determined by the Department Director or General Manager, designated employees may elect to use their personal cellular phone for business purposes and receive reimbursement.
- Employees who select this option are responsible for the purchase of a cellular phone and payment of the monthly service plan charges. The personally owned cellular phone must be available for the employee to be contacted at all times.
- Employees must provide EWA with the cellular phone number obtained as a result of the reimbursement.
- The employee must notify EWA within five business days if the wireless services are cancelled or expired.
- Employees will be responsible for all interaction with their service provider for technical, equipment, and billing issues.
- The following cell phone carriers are authorized for use under this policy: AT&T, Sprint/Nextel, T-Mobile, and Verizon. Other carriers are not authorized.
- All contractual obligations agreed upon by the employee and his/her service provider are the employee's sole responsibility, including any termination fees.
- The employee is responsible for replacement of lost, damaged, or stole equipment.
- Employees shall provide documentation, if required, to the HR Manager verifying continued ownership, business use, and service plan of cellular phone in order to maintain their bi-weekly reimbursement.
- Due to security concerns, in the event of lost or stolen cellular phones, the employee must report the incident the next business day to the Systems Manager.
- The maximum allowable reimbursement will be adjusted each year according to IRS limits.

- In the event an employee separates from EWA, the Cellular Phone Plan reimbursements shall terminate on the employee's separation date.

Safety

In accordance with California Vehicle Code Section 23123 and all other applicable laws, EWA prohibits its employees from driving any motor vehicle while using a hand-held cellular phone during business hours or while performing job duties, unless the cellular phone is specifically designed and configured to allow hands-free listening and talking, and is used in that manner while driving. The use of the cellular text messaging is strictly prohibited while driving.

To comply with EWA's Cellular Phone Policy, EWA encourages its employees not to receive or make calls, emails, or text messages while driving.

Password Policy

Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may result in the compromise of EWA's entire corporate network. As such, all EWA employees are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

1. General Policy
 - a. All user-level passwords (e.g., email, web, desktop computer, etc.) must be changed at regular intervals.
 - b. Passwords must not be inserted into email messages or other forms of electronic communication.
2. Password Protection Standards

Do not use the same password for EWA applications or computer login accounts as for other non-EWA access (e.g., personal email account, option trading, benefits, etc.). Do not share EWA passwords.

All passwords are to be treated as sensitive, confidential EWA information.

If an account or password is suspected to have been compromised, report the incident to the Systems Manager and change all passwords.

Any employee found to have violated this policy may be subject to disciplinary action up to and including termination.

Compliance with this Policy

It is the responsibility of each employee to ensure that he or she is in compliance with all of EWA's policies when using the Electronic Communications System. New employees shall read this policy and agree to the requirements during new employee orientation. Any violation of this policy may result in disciplinary action, up to and including termination.

3.14 Nondisclosure of Confidential Information

During the course of employment at EWA, employees may have access to certain confidential information including: legal information, business records, business systems, future plans, and other information that EWA considers confidential. Maintaining this confidentiality is important to EWA. Employees must exercise caution and discretion in regard to keeping information confidential about EWA's business and employees. Disclosure of confidential information to other persons who do not have a right to know or who are not authorized to receive such information may result in disciplinary action up to and including termination.

EWA prohibits audio or video recordings in the workplace, during working hours, without authorization due to privacy and confidentiality concerns and protections.

3.15 Handling Inquiries from Outside Sources

From time to time, news media or the general public may contact EWA with requests for information. All inquiries concerning EWA operations and/or policies should be referred to the General Manager or his/her designee. All inquiries regarding former or current employees should be referred to the Human Resources Manager.

3.16 Workplace Security

EWA is committed to providing a safe work environment that is secure and free from threats of violence. All potentially violent situations and all threats of violence against employees shall be reported to the appropriate law enforcement authorities immediately. Employees are required to report:

- Any suspicious or unauthorized persons on or near EWA premises.
- Threatening communications including mail, telephone calls, electronic communications, faxes, and verbal remarks.
- Other acts by or against employees including harassment, intimidation, stalking, or invasion of privacy.

All incidents of workplace threats should be referred to the employee's department director, the Human Resources Manager, the Assistant General Manager, or the General Manager.

3.17 Search and Inspection

EWA reserves the right to conduct reasonable searches and inspections of any property on EWA premises. Employees who are found to be in possession of materials in violation of the HRPM or other EWA policies or who are in possession of EWA property without authorization by an EWA supervisor shall be subject to disciplinary action up to and including termination.

3.18 Possession of Harmful Devices

Possession of harmful devices on EWA premises or in EWA vehicles by anyone is strictly prohibited. Harmful devices include all non-work-related devices that: 1) can inflict serious bodily harm to anyone, and 2) whose normal purpose, in EWA's judgment, is to cause such serious bodily harm. Violation of this policy may result in disciplinary action up to and including termination.

3.19 Workers' Compensation

The Office of the General Manager serves as EWA's liaison for EWA's workers' compensation issues (i.e., work-related injury). Questions regarding workers' compensation procedures should be referred to the Safety Manager.

Employees who have a work-related injury or illness should notify their supervisor immediately. If medical treatment is required, the employee shall be directed to EWA's industrial injury treatment facility. State mandated workers' compensation forms shall be provided to the employee in accordance with current regulations. The Safety Manager may provide assistance to supervisors/employees as necessary and appropriate. Employees who fail to report a work-related injury/illness may be subject to disciplinary procedures outlined in Section 14 of this HRPM.

EWA has the right to determine which medical provider may provide treatment for employees. EWA maintains a medical provider network (MPN) through California Sanitation Risk Management Association and the current third-party workers' compensation administrator. Employees cannot be treated by their own personal physician for industrial injuries unless they have on file with EWA a legal, effective "Designation of Personal Physician" form. This form is available from the Human Resources Manager and must be signed by the employee and his/her doctor then submitted to the Human Resources Manager. This form must be on file prior to the injury/illness.

3.20 Exit Interview

EWA is committed to a positive work environment for its employees. The Exit Interview Program provides a valuable source of information to measure EWA's success. The data obtained from exit interviews/questionnaires is used to enhance recruitment and retention efforts, and to assess the overall quality of work life at EWA. The Office of the General Manager will make reasonable attempts to conduct exit interviews with all employees leaving EWA three days preceding the employee's departure. All terminating employees are encouraged to participate.

3.21 Parking

A. Overview

The Encina Water Pollution Control Facility (EWPCF) is a critical public health facility operational 24 hours a day, seven days a week. Safe and effective operations, maintenance, and repair demand unencumbered access to all above and below ground infrastructure. All EWA employees and guests shall park vehicles in marked spots located within Designated Parking Areas (DPA) in conformance with this Policy. Employees are subject to disciplinary action up to and including termination for violations of this Policy.

B. Designated Parking Areas

Five DPAs are hereby established within the fence line of the EWPCF:

1. Northwest. This DPA is adjacent to the north side of the new Operations Building in the northwest quadrant of the EWPCF. This DPA includes: 13 marked spots available for use by employees; four marked spots reserved for EWA-owned vehicles; and one marked stall for persons with certified special needs.
2. Old Main. This DPA is on the periphery of the original Operations and Maintenance Building in the northeast quadrant of the EWPCF. This DPA includes: 12 marked spots available for use by employees. There are also spots designated for motorcycles on the southern wall at this DPA.
3. Southwest. This DPA is adjacent to the west side of the Secondary Clarifiers in the southwest quadrant of the EWPCF. This DPA includes: 56 marked spots available for use by employees; and two marked stalls for persons with certified special needs.
4. Warehouse. This DPA is adjacent to the south side of the EWPCF Warehouse in the southeast quadrant of the EWPCF. This DPA includes three marked spots available for use by employees.
5. West. This DPA is adjacent to the circle drive on the west side of the new Operations Building. This DPA includes: 13 marked spots available for use by EWA guests as specified below; and two marked stalls for persons with certified special needs.

C. Authorized Parking

1. Generally. All EWA employees and guests shall park vehicles used to travel to and from the EWPCF in marked spots located within the DPAs established by this Policy or in the public right of way in conformance with applicable laws. Parking is not always available along Avenida Encinas and employees are encouraged to maintain awareness of both the legal limitations and dangers associated with parking along this busy arterial roadway.
2. Employees. Unless specified below, employees choosing to park within the EWPCF fence line shall at all times park in marked spots located within the Northwest, Old Main, Southwest, or Warehouse DPAs on a “first come, first served” basis. Employees who park in the Old Main or Warehouse DPAs and who are required to traverse non-parking areas of the EWPCF site in order to reach a locker room or their regular work station must comply with all applicable safety policies and procedures including appropriate footwear.
3. Guests. Unless specified below, guests choosing to park within the EWPCF fence line shall park in marked spots located within the Southwest or West DPAs on a “first come, first served” basis. Whenever possible, employees should inform and encourage guests to use the Southwest DPA as the West DPA is often reserved for members of the EWA Board of Directors, Encina Member Agency executives, and other public officials.
4. Assigned Craft, Trade, and Supervisory Personnel. Craft, trade, and supervisory personnel assigned to undertake a specific scope of work during a defined period of time pursuant to a contract for improvements of public works at the EWPCF, including EWA issued purchase orders, shall park personal vehicles in the Southwest DPA on a “first come, first served” basis.
5. Special Needs. Special Needs parking spots are clearly marked with blue striping and signage. At no time shall an employee park in any spot reserved for persons with certified special needs unless that employee’s vehicle prominently displays: a) an official government issued placard certifying special needs; or b) a Special Needs Certificate issued by the Human Resources Manager. Special Needs spots are limited and are also available on a “first come, first served” basis.
6. Employee Use of the West DPA. Only the persons currently recognized as Employee of the Year (EOY); Employee of the Quarter (EOQ); and the winner of the Safety Suggestion of the Quarter (SSQ) are authorized to use the West DPA. In addition, the Assistant General Manager, (AGM); and General Manager (GM) may regularly use the West DPA. The standing EOY, EOQ, and SSQ winners receive a designated parking spot along the easterly curb adjacent to the new Operations Building. The AGM and GM may park in other marked spots within the West DPA, or in another marked spot within any other established DPA on a “first come, first served” basis.
7. Other Use of the West DPA. The West DPA is primarily reserved for guest use to support: necessary and appropriate governance and administrative activities; citizens who may be unsure about how to approach the EWPCF; established site security protocols; and safe and efficient emergency response. Therefore, general employee use of the West DPA is limited to short-term parking lasting less than 30 minutes as authorized by: a) a member of the EWA Executive Leadership Team, or b) the parking employee themselves provided that employee can articulate an objectively reasonable purpose that is either: 1) related to a bona fide employment activity directed by their supervisory chain of command; or 2) in support of EWA’s then established

mission, vision, or values. Employee spouses, immediate family members, and registered domestic partners may park in the West DPA on a “first come, first served” basis. Every employee is responsible for informing their guests that the West DPA will be full and that guests should use the Southwest DPA between 7:30 a.m. and approximately 10:30 a.m. on days when the EWA Board of Directors meets. These meetings generally occur on the fourth Wednesday of the month and signage indicating that the lot is reserved is routinely posted on these days.

8. Exceptions for Deliveries. EWA routinely accepts deliveries. Delivery persons may approach the EWPCF using then established routes and park safely in a reasonable setting proximate to their customary delivery location.
9. Exception for Service Vehicles. Vehicles owned by companies actively engaged in the provision of services to EWA under any EWA issued contract, including EWA issued purchase orders, may temporarily park in a safe location proximate to the site of the work as necessary and appropriate to effectively prosecute the contractual services. Construction managers and superintendents assigned an individual office space in the old maintenance building may park on a “first come, first served” basis in the Old Main DPA for the duration of their contractual services.
10. Contractor Access Code. The EWA Site Security Plan authorizes special arrangements for contractors and others making reoccurring entry to the EWPCF. As such, a contractor gate access code has been created to provide contract staff unrestricted access to the Southwest DPA gates and to the EWPCF South vehicle and pedestrian gates for the duration of their contractual services.
11. Other Exceptions. The General Manager retains unilateral discretion to approve any variance from this Policy. No variance from the requirements set forth herein may be implied by contract. Any variance from this Policy shall be in writing and shall limit EWA’s liability for damages to vehicles.

3.22 Lactation Accommodation

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private place to express breast milk, other than a bathroom, will be provided in close proximity to the employee’s work area. The employee’s normal work area may be used if it allows the employee to express milk in private.

Section 4 – Hiring

4.1 Hiring Procedures

A. Job Announcements

Public notices of recruitment may be posted on official bulletin boards within EWA prior to the final date for filing applications for all job vacancies. The need for further publicity and/or distribution of announcements shall be determined by the General Manager. The job announcement shall contain the following information:

1. The title and rate of pay for the position to be filled;
2. Essential job duties to be performed;
3. Minimum qualifications required;
4. Method of securing application forms and final dates on which applications shall be accepted; and
5. Other information as may be deemed useful in the recruitment of applicants.

B. Application Process

All applications shall be made upon official forms furnished by EWA and submitted to the Human Resources Manager on or before the final filing date specified in the job announcements. All applications and examination papers become confidential records of EWA, and under no circumstances shall they be returned to the applicants or displayed publicly. A separate and complete application must be filed for each recruitment, unless specified otherwise in the job announcement.

C. Acceptance of Applications

Applications for employment with EWA shall be accepted only during the period specified in the published announcement. Applications for temporary appointments and for employment in a temporary capacity pending examinations may be filed as determined by the General Manager or in accordance with the provisions of these rules.

D. Verification of Information

EWA may require proof of receipt of any diploma, license, or any other accreditation or certification required to meet the requirements for a particular position.

E. Screening of Applicants

Applications for a particular opening shall be reviewed by the appropriate department director and/or supervisors in conjunction with the Human Resources Manager and/or the

Assistant General Manager. A short list of the most qualified applicants may be developed for the examination process.

4.2 Examination

A. Purpose of Examinations

The purpose of conducting examinations is to evaluate criteria related to successful job performance for each applicant. All examinations shall be designed to be competitive and impartial, and suitable to fairly test the relative capacities of the applicants to perform the duties of the position for which they seek employment. Examinees participating in the same examination shall be accorded equal treatment in all phases of the examination procedure. Examinees requiring reasonable accommodation under state or federal law shall be afforded such accommodation.

B. Types of Examinations

Examinations may be of the following types:

1. Open Examination: An examination that is open to all individuals meeting the qualifications for the class.
2. Closed Examination: An examination that is limited to current regular full-time and probationary employees of EWA who meet the qualifications for the class.

The Assistant General Manager shall determine the type of examination, authorize the preparation of all examinations, and may call upon qualified persons or companies to prepare and/or grade examinations and participate in oral interview panels. The Human Resources Manager shall review all questions, whether for written or oral examinations, before they are administered.

C. Examination Formats

Examinations may include a combination of written tests, skill tests, and oral interviews. Such tests may include assessments of intelligence, experience, technical knowledge, manual skill, physical fitness, character, education, or any combination of these or any other relevant criteria that the Assistant General Manager deems appropriate to the qualifications for a particular position. Promotional examinations may also include evaluation of a candidate's portfolios, performance reviews or employment history, or any other information deemed related to the qualifications for the position.

D. Rankings Established

Upon completion of the examination process, rankings shall be prepared consisting of the names of candidates who qualified in the examination, the numerical order of respective

ratings based on exam procedures utilized, and any other data deemed pertinent. Rankings shall be maintained in a confidential manner and remain in effect for a reasonable amount of time at the discretion of EWA. The name of a person who accepts a permanent appointment to a position shall be removed from the rankings for such position.

4.3 Minimum Age Required

All persons who are selected for employment by EWA must be at least 18 years of age. Employees may be asked to provide proof that they are at least 18 years of age at any time.

4.4 Immigration Law Compliance

In accordance with the Immigration Reform and Control Act of 1986, EWA's policy is to hire only those individuals who are authorized to work in the United States. All individuals who are offered employment shall be required to complete and sign Immigration and Naturalization Service Form I-9. This form requires the employee to attest that s/he is authorized to work in the United States and that documents (such as copies of Driver's License and Social Security Card) submitted are genuine. This form must be completed within three days of the hire date and strict compliance with this legal requirement shall be a condition of continued employment.

4.5 Reemployment

Rehired employees, other than those reemployed following a layoff, are considered new employees from the effective date of their re-employment for all purposes.

Section 5 – Transfers and Reassignments

5.1 Administrative Transfers

The General Manager may transfer or reassign an employee from one department to another. The General Manager may also reassign an employee within the same department. Any employee transferred or reassigned to a different position shall possess the minimum qualifications of the job description for the respective position.

5.2 Working Out-of-Classification

An out-of-classification assignment is a temporary assignment of a regular, nonexempt or exempt employee (excluding the Assistant General Manager and the General Manager) for 40 consecutive work hours or more to an established position that requires the employee to perform the duties of another classification. Such an assignment may not exceed a period of six months, unless approved by the General Manager.

An out-of-classification assignment shall be recommended in writing by the department director or the next senior manager within the department and submitted to the Human Resources Manager to initiate the appropriate correspondence for the General Manager's approval prior to the effective date.

A regular employee in an out-of-classification assignment need not meet all the minimum qualifications of the higher classification.

The General Manager may authorize a temporary salary increase for an employee while working in the out-of-classification assignment. Per CalPERS definitions, this additional compensation will be known as Temporary Upgrade Pay, and is not reportable compensation for the purposes of CalPERS retirement calculations. Employees working out-of-classification shall continue to receive the benefits assigned to the employee's regular position.

Section 6 – Probationary Period

6.1 Defined

An employee's probationary period is a minimum of one year, serves as part of the selection process, and is utilized to determine an employee's ability to perform satisfactorily the duties prescribed for the position held and to determine the employee's ability to work with other employees. Upon initial employment by EWA, employees are not eligible for monetary awards under the EWA Employee Recognition Program until they have successfully completed the probationary period, first year of employment with EWA.

6.2 Appointments

All appointments, including original date of hire and date of promotion, are subject to a probationary period of actual service. The length of the probationary period for a new appointee is 12 months from the date of employment at EWA or date of the promotional appointment. However, any probationary period may be extended by the General Manager, upon the request of the department director. The length of

the extension shall be at the General Manager's discretion. Approval of an extension by the General Manager shall be in writing with notification to the appointee involved prior to the end of the probationary period that began at the original date of hire or promotion. Advancement, as defined, is not subject to EWA's probationary period.

EWA may remove an appointee from a position at any time during the probationary period without cause and without the right of appeal. The department director must first notify the General Manager in writing of the recommendation to remove an employee during probation. Upon approval by the General Manager, the department director shall provide prompt notification to the appointee.

6.3 Promotion During Probationary Period

An appointee may be promoted to a new position in another classification during a probationary period. If an appointee is promoted during this period, the probationary period shall begin anew, beginning with the date of appointment to the new position.

6.4 Completion of Probationary Period

Prior to the completion of the probationary period, the appointee's supervisor shall complete a six-month and 12-month performance evaluation report. The department director shall review and approve these performance evaluations to ascertain whether the appointee may qualify as a regular full-time employee within the respective position.

Section 7 – Classification Plan

7.1 Defined

EWA's classification plan provides a complete and continuous inventory of all positions and provides accurate descriptions and specifications for each position. It consists of groupings of positions of approximately equal difficulty and responsibility, and the same general qualifications which can be compensated with the same range of pay for similar working conditions. Positions shall be arranged in series whenever possible.

7.2 Job Descriptions

Each position shall have a job description that includes the position title, a description of the position duties and responsibilities, and a statement of the required minimum position qualifications.

Job descriptions are not restrictive, nor do they limit the duties and responsibilities of any position. Job descriptions serve to describe and explain characteristic duties and responsibilities of positions and, as such, they are to be interpreted in their entirety and in relation to other positions in the classification plan. They are not intended to limit EWA management from assigning additional duties, nor from controlling the work of employees.

The position title is used for personnel actions including payrolls, budget estimates, official reports, and reports relating to the position. However, the General Manager may authorize the use of another working title for a position for the purposes of internal administration or in contacts with the public.

7.3 Maintenance of the Plan

The Assistant General Manager is responsible for maintaining the classification plan and conducting classification studies. All changes to the classification plan are subject to approval by the General Manager. Department directors are responsible for periodic reviews of their respective job descriptions. Reviews shall be conducted at a minimum of every two years. This process shall be conducted on a rotating basis, with two of four departments reviewing job descriptions each year.

Section 8 – Compensation

8.1 Salary

The Board of Directors establishes the pay range for each position. The General Manager may set an employee's compensation anywhere within the pay range.

A. All EWA step increases are based on performance. Eligible employees shall receive a maximum annual salary increase of 5% based on satisfactory job performance as determined by the General Manager, or his/her designee, through the annual Performance Evaluation Process.

B. Eligible employees shall include only those employees who:

1. Have completed the Probationary Period for the Classification to which they are assigned at the time of the annual Performance Evaluation Process;

2. Have not reached the top of the Board of Directors approved Salary Range for the Classification to which they are normally assigned; and,
3. Meet each of the following criteria:
 - a. are not subject to a Performance Improvement Plan at the time of, or as a result of, their annual performance evaluation;
 - b. were not subject to the imposition of Serious Discipline, as defined in §14.3(B) of the EWA Human Resources Policy Manual, during the annual performance evaluation rating period; and,
 - c. were not subject to the imposition of Lesser Discipline, as defined in §14.3(A) of the EWA Human Resources Policy Manual, more than once during the annual performance evaluation rating period.
- C. If an employee is ineligible to receive the 5% Maximum Annual Step Increase based on a Performance Improvement Plan, the General Manager may, upon satisfactory completion of the Performance Improvement Plan and recommendation by the employee's Department Head, then declare the employee eligible and grant a 5% maximum step increase to commence during the regular Pay Period immediately subsequent to the General Manager's declaration of eligibility.

Salary increases due to promotion from one classification to a higher classification are typically a minimum of five percent. Should the promotion be made effective at the same time as a cost of living (COLA) or general wage adjustment is implemented, the promotional increase will be in addition to the COLA or general wage adjustment.

8.2 Anniversary Dates

An employee's anniversary date shall be the latter of the employment (or hire) date, the end of the probationary period for promoted employees, or the effective date of a salary reduction resulting from serious disciplinary action defined in Section 14.

8.3 Retirement Plan

EWA participates in the California Public Employees Retirement System (CalPERS), which provides retirement benefits to regular full-time employees. Elected officials, temporary employees, and part-time employees who work less than 1000 hours per year are not eligible for membership, nor can they participate in the CalPERS system, unless such officials/employees have previously worked in the CalPERS system and are vested with CalPERS. Those elected officials, temporary, and part-time employees who

have previously worked within the CalPERS system, are vested, and who wish to participate in CalPERS retirement will be required to pay 100% of the employee contribution.

8.4 Social Security – Medicare

In accordance with existing federal law, EWA participates in the Medicare portion of Social Security. EWA contributes the employer's cost. The employee pays the employee cost through payroll deductions, as required by the Social Security Administration.

8.5 Deferred Compensation Plan

Employees are eligible to participate in a Deferred Compensation Plan established by EWA.

Section 9 – General Conditions of Work

9.1 Normal Hours of Work

EWA shall establish hours of work and work schedules for employees consistent with the needs of EWA. The following provisions are intended to define the normal hours of work. They shall not be construed as a guarantee of the number of work hours per day, per week, or the number of days of work per week.

A. Workday

The workday is eight, nine, ten, or 12 hours of work in a 24-consecutive-hour period, except in cases of emergencies. Employees not specifically exempt from the provisions of the FLSA are expected to be at their work station, ready to begin work, at the beginning of their assigned shift. If they expect to be absent or tardy on any given day, employees shall notify their supervisor as early as possible, but no later than 30 minutes before the beginning of their workday/shift. The General Manager retains authority to make changes to these schedules based on EWA's needs.

B. Work Shift

A work shift is defined as the hours of work assigned on a daily basis. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without 48 hours prior written notice provided to the employee. Call back or overtime does not constitute a change in the work shift. Work shifts include:

- a. 9/80 shift – Eight 9-hour workdays plus one 8-hour workday in a pay period;
- b. 4/10 shift – Four 10-hour workdays in a work week;
- c. 5/8 shift – Five 8-hour workdays in a work week;
- d. 3/12 shift – Six 12-hour workdays plus one 8-hour workday per pay period. Shift may be A (days) or D (nights) and could be on the front side or back side of the seven-day week;
- e. Floater – Assigned as required to cover hours for employees working regular shifts.

C. FLSA Compliance: Workweek

For purposes of calculating overtime and complying with the FLSA, EWA's workweek is defined as 12:01 a.m. Thursday through 12:00 midnight on the following Wednesday.

9.2 Meal and Rest Periods

All nonexempt employees will be provided a duty-free, unpaid meal period of a minimum of 30 minutes each day they work more than five hours, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of EWA and the employee. Supervisors may schedule meal periods according to operational needs. However, employees must commence the meal period before completing the fifth hour of work. A second meal period of not less than 30 minutes is also required whenever an employee works more than ten hours in a workday. Employees must commence the second meal period before completing the tenth hour of work. Employees are free to leave the premises during meal periods.

All nonexempt employees are authorized, permitted, and strongly encouraged to take a ten-minute rest period for every four hours worked or major fraction thereof. Ordinarily, this amounts to two ten-minute rest periods per eight-hour workday. Supervisors may schedule rest periods according to operational needs. However, the first rest period should be taken roughly in the middle of the four-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the four-hour work period following lunch, when practicable. Employees do not need to record the times of these rest periods and will be paid for the time spent on rest periods. Employees must stay on the premises during rest breaks.

During meal periods and rest periods, employees may not work at all and are excused from all duties. In addition, employees may not join together required meal or rest periods in order to take a longer break. Also, employees may not miss a required meal or rest period in order to start work later or leave work earlier.

In the rare event that an employee cannot take a meal or rest period, or is unable to take a full meal or rest period pursuant to EWA policy, the employee must notify his/her supervisor in advance or as soon as possible if to notify in advance is not practicable so that the proper measures may be taken.

Failure to comply with the EWA's policy regarding meal and/or rest periods can lead to discipline up to and including termination.

9.3 Emergency Assignments

Nothing herein shall be construed to limit or restrict the authority of EWA to make temporary assignments to different or additional locations, shift, or duties for the purpose of meeting EWA's needs during an emergency. For the purpose of this provision, emergency shall mean an unanticipated circumstance that requires an immediate response. Such emergency assignments shall not extend beyond the period of said emergency.

9.4 Overtime

EWA has the right to require the performance of overtime work.

Pursuant to the Fair Labor Standards Act (FLSA), nonexempt employees are entitled to overtime pay for all hours actually worked in excess of 40 hours in the employee's designated workweek. Nonexempt employees are also entitled to double-time pay for hours worked in excess of 12 in one workday and in excess of eight on the seventh consecutive workday. For purposes of calculating overtime, EWA's workweek begins on Thursday at 12:01 a.m. and ends on the following Wednesday at 12:00 midnight.

Overtime hours shall be paid to the nearest one-tenth hour of time worked. Although paid leave such as sick leave, vacation, and official EWA holidays are not considered "hours worked" under the FLSA, EWA shall consider such time as time worked for purposes of computing overtime compensation. There shall be no pyramiding of overtime pay and no manipulation of the work schedule to receive overtime pay. If an employee works a partial day, then goes home sick or takes the remainder day off, s/he would record only enough sick, vacation, or administrative leave hours to complete the shift.

Example 1: an employee on the 9/80 schedule works for three hours, then goes home. S/he would record three hours worked, plus six hours of sick, vacation, or administrative leave time. No overtime would be earned on this day. Employees who work different schedules would follow the same principle, and record only enough sick, vacation, or administrative leave to complete their regular schedule for that day.

Example 2: an employee is sick or on vacation/administrative leave one day, and (with the supervisor's permission) works extra hours later in the week to catch up on assignments. S/he would record sick time, vacation, or administrative leave time for the day completely absent, then record whatever hours s/he worked the rest of the week. Since the weekly total will exceed 40 hours, overtime will be paid for the hours over 40.

Overtime must be authorized by the employee's department director or designee prior to being worked. Working overtime without advance approval or an emergency situation is grounds for discipline. If the department head or designee denies the request to work overtime, the employee must obey the directive and cease working. In emergencies, the employee may perform the work, but must notify a supervisor/manager as soon as possible, and in no event later than the end of that day. Nonexempt employees may not "volunteer" work time to perform duties that are the same as or similar to their job duties. Failure to follow these overtime approval procedures will result in being paid for all legitimate work time, and being subjected to disciplinary action, up to and including termination, for violating the overtime approval procedures.

9.5 Call Back

Call back work is defined as work required by EWA of a nonexempt employee who, following completion of the employee's work shift or workweek and departure from the employee's work site, is unexpectedly ordered to report back to duty to perform necessary work. Employees who are called back shall receive a minimum number of hours of pay as described in the Salary, Benefits and Other Working Conditions Resolution or hours actually worked, whichever is greater. Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.

If an employee who was called back to work and completed the assignment, then left again, is again called back to work, s/he shall not receive another minimum if the time of return is within the previous call back minimum.

9.6 Standby Duty

Standby duty shall be defined as circumstances which require EWA to assign an employee to:

- Be ready to respond immediately to a call for service;
- Be readily available at all hours by telephone or other agreed-upon communication equipment;
- Not engage in any activity nor ingest any legal or illegal substance that the employee knows, or should know, has the potential to impair his/her ability to perform assigned duties.

The department director may assign an employee or employees to standby duty. Employees assigned to standby duty shall receive Standby Pay in addition to their base rate of pay. Standby Pay will be calculated as described in the current Resolution of the Board of Directors adopting Salary, Benefits, and Other Working Conditions, and shall apply to all hours (worked or unworked) of a day an employee is assigned to Standby Duty.

9.7 Shift Differential Pay

Employees assigned to work the night shift (6:00 p.m. – 6:00 a.m. or 6:30 p.m. – 6:30 a.m.) shall receive a shift differential in addition to their base rate of pay. Group members not scheduled for a night shift whose schedules include hours after 6:00 p.m. will receive the shift differential only for the portion of their shift that is after 6:00 p.m. The amount of the differential is documented in the current Resolution of the Board of Directors adopting Salary, Benefits, and Other Working Conditions. Shift differential pay shall be included in the calculation of overtime compensation, as required by the FLSA.

9.8 Lead Operator Pay

Operators who temporarily act as a “lead” operator in the absence of a shift supervisor shall receive a differential for the hours they serve in this capacity, as specified in the current Resolution of the Board of Directors adopting Salary, Benefits, and Other Working Conditions. Employees whose job title “Lead Operator” are not eligible for additional lead pay.

9.9 Stipends for Certifications

Employees who obtain and maintain the following certifications are eligible for additional compensation, as specified in the current Resolution of the Board of Directors adopting Salary, Benefits, and Other Working Conditions. Employees must provide proof of continued eligibility for these stipends at the beginning of each calendar year.

A. Certified Welder

To earn the Certified Welder stipend, an employee must: 1) obtain an AWS certification of 3G or higher OR obtain a Certificate of Proficiency from an accredited trade school or college program; 2) keep a maintenance log documenting use of applicable techniques; and 3) submit proof of certification and renewals as needed to continue to qualify for this stipend.

B. Class A/B Driver License

To earn the Class A/B Driver License stipend, an employee must: 1) obtain Class A or Class B license with air brakes endorsement; 2) maintain current medical report; 3) participate in DOT drug testing program; 4) notify EWA within two days if the license is suspended, revoked, or canceled; 5) notify EWA of any traffic violations (except parking) within 30 days; and 6) must submit a copy of the current license/medical report and renewals to continue to qualify for this stipend.

C. Crane Operator

To earn the Crane Operator stipend, an employee must: 1) obtain NCCCO certification for Telescopic Boom Cranes – Fixed Cab (TSS); 2) keep a log documenting time operating/maintaining/inspecting/training on cranes; and 3) submit a copy of the current license and recertification every five years to continue to qualify for this stipend.

9.10 Meal Allowance

If an employee is required to work more than two hours immediately preceding or following his/her normal work shift and conditions do not allow the employee to go home for a meal, EWA shall either provide a meal, or the employee may submit a receipt and be reimbursed for food and non-alcoholic beverages not to exceed \$15. If EWA provides the meal, employees may not leave the work site to eat, unless specifically authorized by their supervisor.

9.11 Safety Footwear/Prescription Eyewear Allowance

All employees are eligible for an annual allowance to acquire safety footwear as described in the current Resolution of the Board of Directors adopting Salary, Benefits and Other Working Conditions. Purchases of safety footwear that are within the authorized allowance can be made through the annual mobile vendor service or by obtaining a safety footwear voucher.

Employees requiring safety prescription eyewear are eligible for an annual allowance to acquire safety prescription eyewear.

Vouchers/authorization and receipts for safety footwear/eyewear must be obtained from/turned into the EWA Safety Manager.

9.12 Holidays

Beginning July 1, 2016 the following days shall be recognized as official holidays:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Two Floating Holidays	See Below

If one of the holidays listed above falls on a Sunday, then it shall be observed on the Monday following the holiday. If one of the holidays listed above falls on a Saturday, then it shall be observed on the Friday preceding the holiday. **Exception:** the Operations staff shall observe all holidays on the dates indicated above, regardless of the day of the week they fall on.

A Floating Holiday shall be equivalent to eight hours paid time off and may be used, with proper approval, on any scheduled workday and shall be paid at a regular rate of pay. Floating Holiday hours shall be posted in the first pay period that begins after July 1 of each year and not again until the following year. If not used, the Floating Holiday may be accrued as vacation. If an employee is hired by EWA on or after July 2, s/he will not qualify for the Floating Holiday until July 1 of the following year.

EWA may designate alternate dates within the same pay period that shall be recognized as official holidays for employees assigned to continuous shift duties. Alternate dates designated as official EWA holidays for continuous shift employees shall be, for compensation purposes, treated as any of the holidays listed above. Thanksgiving Holiday period includes Thursday and Friday during the week of Thanksgiving. For those employees whose regular Friday off occurs during Thanksgiving week, an alternate holiday may be taken one pay period before or one pay period after the pay period of the holiday, or may be banked for use at a future date. The alternate holiday must be approved by the department director. If a holiday does not fall within an employee's normal workweek, the employee shall be paid as if working a regular shift at the regular rate of pay.

If a holiday falls on an employee's regular workday and the employee is given the day off or the employee is on vacation, s/he shall be paid for the regular shift at the regular rate of pay.

Employees required to work on any of the holidays listed above, except Christmas Day and New Year's Day, shall be compensated on the basis of time and one-half their regular rate of pay for all hours worked, plus their regular shift hours of holiday pay. This rate applies to the regularly scheduled shift as well as any hours worked beyond the regular schedule.

Employees who work on Christmas Day or New Year's Day shall be compensated on the basis of two times their regular rate of pay for each hour worked, plus their regular shift hours of holiday pay. This rate applies to the regularly scheduled shift as well as any hours worked beyond the regular schedule.

Any pyramiding (layering) of overtime pay may result in disciplinary action up to and including termination of employment.

9.13 Natural Disaster

All employees shall make every attempt to report to work during a natural disaster, unless there is an imminent threat to self or family.

Depending on the specific events/conditions of the natural disaster, the General Manager or his/her designee shall authorize paid time (release time) for natural disasters. Release time will be paid by EWA and not taken from an employee's own accrued balances. Payroll will follow these specific guidelines for all employees (including exempt employees).

The following conditions will determine the status of an employee during a natural disaster and whether the employee qualifies for one of the following release time categories:

- A. Employees who do not report for work or are absent due to potential or actual evacuation issues and under a mandatory evacuation notice for their own homes, will be granted paid release time for their actual time away from work to comply with the evacuation order, but shall not exceed a total of eight hours of release time for the entire week. The remainder of the time away from work, if any, employees may use vacation, administrative, or sick leave as a one-time exception to the sick leave policy, according to each employee's preference.
- B. Employees sent home because EWA had to evacuate as a result of a disaster will be paid EWA release time for the time that EWA was closed. Release time shall only be available to those employees who were present at work at the time of the evacuation.
- C. Employees who report or are available to report to work at EWA, but are told by their supervisors or managers to stay home, will receive EWA release time or pay for actual time worked, or a four hour minimum of release time per day, whichever is greater. In addition, employees who leave early (prior to an evacuation) on a day EWA did evacuate, shall be permitted to use vacation, administrative, or sick time (as a one-time exception to the sick leave policy) for their hours away from work. This release time may not be combined with either of the two release times described above on the same calendar day.

9.14 Mileage Reimbursement and Vehicle Insurance

A. Mileage Reimbursement

Employees are eligible for mileage reimbursement if they use their own vehicles for EWA business after receiving permission from their supervisor. Employees who begin or end their workday at a location other than their normal work site shall be reimbursed only for the mileage in excess of their normal commute miles.

Employees who use their own vehicles for EWA business shall be reimbursed at the prevailing IRS standard business mileage rate in effect at the time the mileage occurred.

B. Valid Driver's License and Vehicle Insurance

All employees who are assigned or authorized to drive EWA vehicles as part of their job duties are required to maintain a valid California Driver's License (CDL) and remain insurable by EWA's insurance carrier to be employed by, and to continue employment with EWA. Employees must possess the valid CDL required by the California Department of Motor Vehicles to lawfully operate the class of vehicle(s) they operate in the course and scope of their employment. EWA is a member of the California Sanitation Risk Management Authority (CSRMA) and is covered under CSRMA's automobile liability program. Employees failing to meet the standards as set forth in the CSRMA policy and procedure guidelines shall be excluded from coverage under the CSRMA pooled auto liability coverage. Employees are subject to transfer, demotion, and disciplinary action up to and including termination when either: 1) their CDL becomes invalid or is suspended for any reason; or 2) that employee is no longer insurable under CSRMA pursuant to its Employee Driving Standards Policy and Procedure.

Employees possessing a Class A driver's license shall be required to maintain their license in a current status. EWA shall provide, at its expense, an annual physical for the employee for the purpose of renewing a Class A license required by EWA. It is the employee's responsibility to forward the results of the physical to the DMV and ensure that the license is renewed prior to expiration. The employee shall immediately submit to EWA an official DMV document (such as a copy of the updated computer record) to confirm renewal of the license.

Employees must report the following to EWA immediately upon their occurrence: loss or suspension of driver's license; or written reports regarding all accidents concerning EWA vehicles in which the employee is involved, regardless of the employee's fault or the severity or location of the accident. Failure to comply with the reporting requirements of this Section may result in disciplinary action up to and including termination. CSRMA's Employee Driving Standards Policy and Procedure is available through the CSRMA website and the Human Resources Manager.

9.15 Medical Examinations

A. Pre-employment Medical Examination

Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position. Conditional medical examinations are required for positions in which there is a bona fide job-related physical requirement or when state or local regulations require such an examination. EWA's medical examinations and inquiries are: 1) designed to assist in the proper placement of applicants in jobs which are suited to their health and abilities; 2) job-related and consistent with business necessity; 3) given to all persons entering the same position; and 4) made only after a conditional job offer has been made. Each applicant or

employee will be considered based on the particular facts of the individual applicant and the job in question. The content and scope of the medical examination shall be determined by the requirements for safe and effective performance of the employee's prospective duties. Positions which the EWA Board of Directors has determined to be safety-sensitive, as defined by California law, will also require an alcohol and/or drug test. A physician selected by EWA, at its sole expense, shall provide the medical examination. Any medical examination required by the EWA shall be in accordance with federal and state laws.

False or omitted information on medical questionnaires or during medical exams or inquiries may prevent employment or result in termination of employment, whether discovered before or after employment begins. Falsification and non-disclosure of material medical information and/or EWA documentation is strictly prohibited.

B. Reemployment – Medical Examination

Employees who are rehired following separation from EWA service, including reemployment following layoff, or employees who return from a leave of absence (see Section 10 – Leave of Absence Provisions), may be required to complete the medical examination process, as defined above.

C. Medically Fit for Duty

EWA may require a medical examination of an employee to support legitimate business reasons in accordance with applicable state and federal laws. A physician selected by EWA, at its sole expense, shall provide the medical examination. The scope of the medical examination shall be determined by the requirements for safe and effective performance of the employee's duties.

D. Confidentiality

The results of all medical examinations shall be confidential and maintained separately from the employee's personnel file.

E. Reasonable Accommodation

Reasonable accommodations shall be extended to qualified individuals with a disability in accordance with Section 3.2 (Nondiscrimination/Equal Employment Opportunity).

F. Disqualification

EWA can lawfully disqualify applicants who are unable to perform the essential functions of the job with reasonable accommodation, and can also disqualify applicants who would cause a real threat to the health and safety of themselves or others (and no reasonable accommodation exists that would eliminate or sufficiently reduce this risk). Rejected applicants will be made aware of the basis for any disqualification decision. In addition,

before a final determination is made, the applicant will be allowed to submit independent medical opinions for consideration, at his/her own expense.

G. Independent Medical Exam

If, as the result of an EWA medical exam, a current employee is determined to be unable to perform the essential functions of his/her job with reasonable accommodation, and no vacant position exists for which the employee is qualified, the employee may submit an independent medical opinion for consideration prior to final disqualification. Any cost incurred as a result of an independent medical opinion must be paid by the employee.

9.16 Payment of Wages and Compensation

A. Regular Paydays

Employees are paid biweekly, every other Wednesday. If a payday falls on a holiday, paychecks will be available on the preceding non-holiday workday. If an employee is absent when paychecks are distributed, the employee may claim the paycheck from the Office of the General Manager upon return. Regular paydays are distinct from EWA's workweek. For additional information refer to Section 9.1, Normal Hours of Work.

B. Resignation and Final Pay

For an employee to resign from EWA service in good standing and receive payment for his/her sick leave hours at 75% of his/her regular hourly rate, the following action must be taken: Not less than two weeks prior to an employee's final day of EWA service, s/he must file, with his/her department director (copy to Human Resources Manager), a written resignation notice which includes the date of resignation notice and the final date of EWA employment. Failure of the employee to comply with this provision may be cause for denying future employment with EWA. Pursuant to applicable CalPERS rules, employees may elect to have their accumulated sick leave hours reported to CalPERS for inclusion in their retirement calculation, rather than accept the payout described above. Notice of this election must be provided to Human Resources two weeks prior to the last date of employment.

Employees shall receive their final paycheck immediately upon termination if they have been discharged from EWA service or they are separating voluntarily and have provided at least 72 hours notice. Employees separating from EWA service without 72 hours notice shall receive their final paycheck within 72 hours of separation. The employee must return all EWA property, such as keys, tools and equipment, to his/her department director prior to departure.

9.17 Personnel Files

EWA shall maintain an employment history for each regular employee in EWA service. Information contained in the personnel file is the permanent property of EWA and shall be maintained in a confidential manner.

The personnel file of an employee shall be available for reasonable inspection by the employee, or his/her authorized representative, during business hours by appointment. The employee shall have access to all contents of his/her file.

Certain employee records contain information that is confidential and/or sensitive and shall be handled with discretion. Such records, as enumerated below, shall be kept in a separate confidential file:

- Medical records
- EEO records
- I-9 (immigration) forms
- Background/reference checks
- Benefits records
- Discrimination complaints to local, state or federal agency (whistle blowing, etc.)
- Investigation of possible criminal offenses and security files
- Notices of garnishment
- Workers' Compensation claims

All other documents pertaining to EWA employment, such as work history, performance evaluations, and compensation information, will be maintained in a basic personnel file.

Each employee has the responsibility to keep personal data up-to-date and must notify EWA of a change in current address, telephone number and person(s) to notify in cases of emergency.

9.18 Performance Evaluations

Except for employees serving a probationary period, all employees shall have their performance evaluated by their immediate supervisor or, if not applicable, by the supervisor designated for this purpose every 12 months. The normal review cycle is September 1 – August 31. The department director, Assistant General Manager, and General Manager shall review all performance evaluations.

During the 12-month probationary period, employees shall have their performance evaluated every six months.

Neither the content of performance evaluations, nor the performance evaluation process, shall be subject to the complaint resolution procedure described in Section 15 (Complaint Resolution Procedure).

9.19 Personal Telephone Use

Employees are encouraged to keep all personal phone calls to a minimum. Personal calls may not interfere or conflict with EWA operations or the work performance of employees. Friends and relatives should be discouraged from calling during working hours unless an emergency exists. Personal calls should be made during break periods or lunch whenever possible. Personal long distance or toll calls are to be charged to the employee's own telephone number or long distance calling card or be reimbursed to EWA. This policy also applies to cellular telephones. By California law, employees who use cellular phones while driving an EWA vehicle must use a hands-free system.

9.20 Mail

To the maximum extent possible, personal mail (including UPS, FedEx, etc.) should not be delivered to EWA or EWA-operated facilities. All business-related mail (i.e., address includes Encina, EWA, Shadowridge WRF, etc.) shall be opened and date stamped, unless it is marked confidential, in which case it shall be delivered to the employee unopened. Mail including a reference to Encina in the address that is opened, but clearly personal, shall be forwarded to the employee.

9.21 Dress and Grooming Standards

When at work, employees are expected to utilize good judgment in determining their dress and appearance. Clothing and appearance should be neat, clean, in good business taste, not constitute a safety hazard, and be appropriate for the work environment and functions performed. Attire with bare backs or midriffs, or any other revealing or extreme attire, is not appropriate.

Certain positions within EWA require a uniform to be worn during working hours in order to protect personal health and safety. Employees whose position requires a uniform cannot perform their job duties without wearing the required uniform. Uniforms should always be neat and clean. Uniforms are furnished by EWA and employees may not remove uniforms from the premises or wear them to or from work unless specifically authorized.

Section 10 – Leave of Absence Provisions

10.1 Authorized Administrative Leave

The General Manager may place any EWA employee on paid Administrative Leave as result of a safety violation and/or pre-disciplinary investigation.

10.2 Vacation Leave

A. Vacation Leave Entitlement

Full-time employees earn paid vacation on the following basis:

<u>Full Months of EWA Service</u>	<u>Hours of Vacation Earned Per Month</u>
0 through 35	6 and 2/3
36 through 119	10
120+	13 and 1/3

B. Vacation Accrual

Vacation may be accrued up to a maximum of 256 hours. Once the employee’s vacation time reaches the maximum, further accrual of vacation time is suspended until the employee has reduced his/her vacation time balance below this limit. If the employee later uses enough vacation time to fall below the maximum, the employee will resume earning paid vacation time from that date forward. In such a case, no vacation time will be earned for the period in which the employee’s vacation time was at the maximum.

C. Vacation Pay

Vacation shall be paid at the hourly rate of pay of the employee at the time the vacation is on vacation leave.

Employees who terminate their employment for any reason will be paid for any accrued, unused vacation time in accordance with this policy. Vacation time is paid at the employee’s final rate of pay at the time of the employee’s separation.

D. Vacation Usage

An employee, at his/her discretion, may use accrued vacation hours when absent from the job due to an injury or illness. Accrued vacation hours may also be used for leave in conjunction with the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL).

For nonexempt employees, vacation time may be taken in minimum increments of one-quarter hour. For exempt employees, vacation time may be taken in full or half-day increments. If an exempt employee absents himself or herself from work four hours or more on any given workday, s/he will be required to use accrued vacation to make-up for the partial day absence.

Employees are expected to adhere to their department's guidelines for requesting vacation time, and should generally give as much notice as possible of their desire to take time off. Department heads are responsible for ensuring adequate staffing for each shift, and may deny vacation requests that are not received in time to provide adequate and appropriate coverage.

10.3 Sick Leave

A. Sick Leave Entitlement

Full-time employees shall earn eight hours of paid sick leave for each full month of employment.

Part-time employees, temporary employees, and interns shall earn one hour of paid sick leave for every 30 hours worked.

B. Sick Leave Accrual

Full-time employees may accrue a maximum of 1000 hours of sick leave. Once the employee's sick leave reaches the maximum, further accrual of sick leave is suspended until the employee has reduced his/her sick leave balance below this limit. If the employee later uses enough sick leave to fall below the maximum, the employee will resume earning sick leave from that date forward. In such a case, no sick leave will be earned for the period in which the employee's sick leave was at the maximum.

Part-time employees, temporary employees, and interns may accrue up to 24 hours of sick leave per year, to a maximum of 48 hours. Once the employee's sick leave reaches the maximum, further accrual of sick leave is suspended until the employee has reduced his/her sick leave balance below this limit. Accrued but unused paid sick leave shall carry over from year to year, subject to this maximum accrual.

C. Sick Leave Rate of Pay

Sick leave shall be paid at the employee's regular rate of pay at the time the employee is on sick leave.

D. Sick Leave Use

Sick leave must be used only for absences due to illness or injury of the employee or immediate family member. For the purposes of this Section, "immediate family" shall be defined as: spouse, domestic partner, parent, grandparent, foster parent, stepparent, father-in-law, mother-in-law, child, stepchild, grandchild, sibling, brother-in-law, or sister-in-law, or any person for whom the employee has a caregiver relationship. Employees who are going to be absent from work due to illness or injury must notify their supervisor of their intended

absence as soon as possible, but no later than one-half hour before the start of their workday. Sick leave is a privilege and any abuse of sick leave by an employee is considered a violation of the HRPM.

For nonexempt employees, sick leave may be taken in minimum increments of one-quarter hour. For exempt employees, sick leave may be taken in full or half-day increments. If an exempt employee is absent from work four hours or more on any given workday due to illness, s/he will be required to use accrued sick leave to make-up for the partial day absence.

Part-time employees, temporary employees, and interns may use accrued sick leave beginning on the 90th day of employment. Each year, employees may use a maximum of 24 hours of accrued sick leave.

E. Sick Leave Certification

EWA may request medical certification from the employee upon return from sick leave. Medical certification must be from a licensed health care provider, state the reason the employee needed to miss work (i.e., due to an illness, injury, or for treatment), and state that the employee is fit to return to duty with or without restrictions. The employee may authorize his/her healthcare provider to provide such medical certification directly to EWA. Such certification generally shall not be requested unless the employee has been absent from work for more than three consecutive days or EWA has reason to suspect, either because of a questionable pattern of sick leave or otherwise, that the employee has been abusing sick leave. Any such certification shall be kept in strictest confidence. Sick leave that also constitutes Pregnancy Disability Leave under Section 10.12 or an FMLA Leave under Section 10.13 of the HRPM shall be subject to the mandatory healthcare provider certification requirements set forth in those policies.

F. Sick Leave Abuse

Abuse of sick leave privileges or the failure to comply with any of the requirements of this provision may result in disciplinary action up to and including termination. Employees shall not take sick leave in conjunction with any overtime worked in order to qualify for the overtime rate of pay.

G. Annual Sick Leave Payoff

Annually, on a date or dates established by EWA, employees who have accumulated more than 176 hours of sick leave may elect to be paid for any sick leave accumulated in excess of 176 hours and less than 1000 hours at 75% of the regular hourly rate of pay at the time of the sick leave payoff.

H. Sick Leave Pay Upon Termination

Full-time employees who resign their employment with EWA in good standing and provide two weeks written notice of their intention to leave the employment of EWA shall be paid for accrued but unused sick leave. Accrued sick leave is paid at 75% of the employee's regular hourly rate of pay at the time of the employee's separation. Refer to Section 9.16(B) concerning termination of employment.

Pursuant to CalPERS rules, full-time employees may elect to have 100% of their accumulated sick leave hours reported to CalPERS for inclusion in their retirement calculation, rather than accept the payout described above. Notice of this election must be provided to Human Resources two weeks prior to the last date of employment.

Terminating part-time employees, temporary employees, and interns will not receive pay for accrued but unused sick leave.

I. Personal Hardship

Employees who have exhausted all accrued leave (sick, administrative, vacation) may request sick leave donations. The sick leave sharing policy applies to employees suffering from a catastrophic illness or experiencing hardship due to a personal disaster.

10.4 Sick Leave Sharing

A. Eligibility

Employees who are experiencing financial hardship due to the employee's or a family member's catastrophic illness or injury and who have exhausted all accrued leave (including sick leave, administrative leave, and vacation leave) are eligible to request and receive donations of accrued sick leave from other employees.

B. Requests for Donations

A written request for donations of sick leave shall be submitted to the department director by the employee submitting the request, then to the Assistant General Manager. Any employee is eligible to submit a sick leave donation request on behalf of the eligible employee. The Assistant General Manager shall notify the Human Resources Manager, who shall undertake to verify the employee's eligibility. The Human Resources Manager shall state his/her determination of eligibility in writing and shall state all the evidence relied upon to determine the employee's eligibility. The General Manager will review the request and the written determination of eligibility and will determine whether to grant the request. The Assistant General Manager, or his/her designee, shall notify the requesting employee in writing of the General Manager's determination.

C. Donations of Sick Leave

Employees who have more than 40 hours of accrued sick leave and who wish to donate sick leave to an eligible employee shall complete a Sick Leave Donation Form indicating the number of sick leave hours to be donated and the employee who shall receive the donation. All such donations are voluntary.

1. Donating employees must maintain a minimum of 40 hours of accrued sick leave after reducing their accrued leave balance to effect the donation.
2. In any 12-month period, no employee may donate more than 40 hours to any one eligible employee or more than a total of 100 hours.
3. Voluntary donations of accrued sick leave are final upon submission of a signed Sick Leave Donation Form that satisfies the conditions established by this Policy. The donating employee's accrued sick leave balance account shall thereupon be reduced by the hours donated.
4. Donated hours not used by the eligible employee during the hardship period shall remain in the eligible employee's accrued sick leave account balance.
5. The names of donating employees, hours donated, and the value of such donations shall be kept confidential.

D. Valuation of Donated Accrued Sick Leave

The value of the donated sick leave shall be determined by multiplying the number of hours donated by the donating employee's current hourly rate to determine the value of the donation in dollars ("Donation Value"). The Donation Value shall then be divided by the eligible employee's current hourly rate to determine the number of sick hours to be added to the eligible employee's sick leave balance account. The Human Resources Manager shall periodically notify the eligible employee of donations made pursuant to this policy. The eligible employee may then request to receive payment for these hours as part of any subsequent regularly scheduled payroll. No employee shall receive payment for more than 80 hours of sick leave, whether accrued or donated, during any regular bi-weekly pay period unless required by state or federal law.

10.5 Time Off to Vote

Employees may, without loss of pay, take up to two hours of time off to vote in government elections (federal, state, county, and local). Time off for voting shall be only at the beginning or the end of the regular work shift, whichever allows the most free time to vote and the least amount of time off from work, as approved by the department director or the next reporting supervisor.

10.6 Bereavement Leave

This leave of absence is available for the purposes of bereavement, and for the arranging of and attendance at a funeral or memorial service of an immediate family member. For the purposes of this Section "immediate family" shall be defined as: spouse, domestic partner, parent, grandparent, foster parent, stepparent, father-in-law, mother-in-law, child, stepchild, foster child, grandchild, brother, sister, brother-in-law, sister-in-law, or spouse's grandparent.

The department director or the next reporting supervisor must verbally approve a request for bereavement leave time off in advance. Upon the employee's return to work following bereavement leave, the request must be documented in writing to the department director. The employee may be required to submit proof of a relative's death before final approval of leave with pay is granted.

Employees may be authorized up to three workdays absence with pay if one-way travel is 500 miles or less. If travel is more than 500 miles one way, or the destination is difficult to reach (due to weather conditions, remoteness etc.), up to five workdays absence with pay may be authorized. The amount of time allotted is at the sole discretion of EWA.

Bereavement leave shall only be paid for regularly scheduled workdays. Employees will be paid for hours they would normally work at their current rate of pay. Accrued sick, accrued vacation, administrative leave, or floating holiday leave may be used to augment additional leave required above the authorized bereavement leave. Bereavement leave shall not be included when calculating overtime compensation.

10.7 Jury Duty

An employee shall be granted leave with pay for actual time spent on mandatory jury duty. Pay for the jury duty service shall not exceed the employee's regularly scheduled number of work hours, and shall not count as time worked for calculating overtime compensation.

The employee shall deposit any fees paid by the court, exclusive of mileage, with EWA. A copy of the time card from the court must also be provided to EWA.

The employee must report for work during the employee's regularly scheduled work shift any time that the employee is relieved from jury duty. If an employee is required to spend six or more hours at jury duty during any single day, s/he is excused from the remainder of his/her normal EWA workday shift.

No compensation shall be paid by EWA for jury duty served on an employee's regularly scheduled day off.

The employee shall submit, upon receipt, the summons for jury duty to his/her supervisor, who shall forward a copy to the Human Resources Manager. The employee shall receive a confirmation letter from EWA, including a summary of instructions, prior to the first day of jury duty.

10.8 Witness Duty

An employee shall be granted time off to appear in court as a witness, similar to jury duty, as required by law, if the employee gives reasonable prior notice to EWA of the required appearance.

If the employee's presence as a witness is compelled by a properly issued subpoena, the employee shall receive such time off without loss of compensation to comply with such subpoena. Paid time off for this purpose will not be considered time worked for calculating overtime compensation. If the employee is a party to the proceeding or an expert witness and receiving pay for services rendered, then the employee must request vacation leave to appear as a witness.

To receive paid time as provided above, the employee must provide to EWA a copy of the subpoena and any witness fees actually received, except mileage.

An employee who serves as a witness within the course and scope of his/her employment, on a day that is a regularly scheduled day off, shall be paid at the employee's regular base rate of pay or at time and one-half, if the employee otherwise qualifies for overtime compensation, for all hours the employee actually is required to be in court.

No compensation shall be paid by EWA for witness service on an employee's regularly scheduled day off if that service is not related to EWA business or the employee's EWA job duties.

10.9 Victims of Crimes

Victims of crimes shall be granted time off to appear in court as a witness similar to jury duty. If the employee's presence as a witness is compelled by a properly issued subpoena, the employee shall receive such time off without loss of compensation to comply with such subpoena. Paid time off for this purpose will not be considered time worked for calculating overtime compensation.

To receive paid time as provided above, the employee must provide to EWA a copy of the subpoena and any witness fees actually received, except mileage.

No compensation shall be paid by EWA for witness service on an employee's regularly scheduled day off.

10.10 Military Leave

Military leaves of absence shall be granted in accordance with state and federal law. In order to be eligible, employees must submit written verification from the appropriate military authority. Recognized military service shall mean active military service or military reserve duty by a person in the armed services, to include the National Guard, during a state of national security emergency, a militia emergency, or to combat terrorism.

The employee shall submit, upon receipt, the active duty orders to his/her supervisor, who shall forward a copy to the Human Resources Manager. The employee shall receive a confirmation letter from the Office of the General Manager prior to the first day of military leave.

An employee who has successfully completed a 12-month probationary period at EWA and who is called to active military duty or military reserve duty shall be eligible for leave with partial pay for 30 calendar days each fiscal year. EWA will provide temporary partial pay equal to the difference between the amount of the employee's regular pay, excluding overtime, and the employee's military pay. After 30 calendar days, the employee will be placed on an unpaid military leave of absence. Health insurance and leave accrual benefits will continue for the employee and family, with the employee continuing to pay his/her respective portion of the benefit programs during his/her military leave of absence. For purposes of determining whether an employee has served one year with EWA, all of an employee's service in the recognized military service shall be counted as service with EWA.

EWA shall reinstate employees returning from military leave to their same position or one of comparable seniority, status, and pay if they meet the following three conditions:

1. Have a certificate of satisfactory completion of military service;
2. Apply within 90 days after release from active duty or within such extended period, if any, as their rights are protected by law; and
3. Are qualified or able to become re-qualified with reasonable efforts to fill their former position.

Exceptions to this policy shall be made consistent with applicable federal and state laws and policies.

10.11 Personal Leave of Absence

A. Eligibility

All full-time and part-time employees are eligible to request a personal leave of absence. A personal leave of absence may be granted, in EWA's sole discretion, for a reasonable period of time, which shall generally not exceed 12 weeks. Personal leaves are entirely discretionary and shall only be given where it is determined that granting the leave will not unduly interfere with EWA's operations.

B. General Information

Any accrued vacation or administrative leave may be used during the personal leave of absence. However, the use of such vacation or administrative leave shall not extend the length of the personal leave (i.e., time covered by vacation or administrative leave shall be counted as part of the personal leave).

The General Manager shall, in his/her sole discretion, decide whether or not to grant a personal leave of absence in any given case. The General Manager's decision shall be final.

The personal leave of absence shall be without pay unless accrued vacation or administrative leave is used for part of the leave. Available sick and vacation balances shall be calculated as of the preceding pay period. Sick and vacation leave accruals shall stop immediately upon entering personal leave without pay status. If personal leave without pay status exceeds one full daily shift for the employee, to the extent permitted by EWA's insurance carrier, the employee may maintain health, dental, life, and disability benefits during the remainder of the personal leave of absence by paying the premiums to EWA for such coverage prior to commencement of the leave. For leaves longer than one month, premiums shall be paid no later than the 15th of the month prior to the month being covered. If premiums have not been received by the deadline, coverage shall be terminated for all unpaid months and continuation or reinstatement of coverage shall be made in accordance with COBRA guidelines. If an employee wishes to continue coverage, the employee shall pay all employer-paid and employee-paid premiums for the duration of the personal leave of absence.

C. Procedures

Any employee desiring a personal leave of absence must submit a written request using EWA's Absence Report Form and include appropriate supporting documentation. The request should be submitted to the employee's department director or next reporting supervisor who will then forward it to the Assistant General Manager and General Manager for approval or disapproval.

An employee who is granted a personal leave of absence for more than ten days must file an official mailing address, phone number, and email address, if available, with the Human Resources Manager for the purpose of contacting him/her during the approved leave of absence. If the General Manager determines, in his/her sole discretion, to fill the position formerly held by the employee on the approved leave of absence, EWA shall give at least ten days written notice to the employee at the previously filed mailing address that the employee must return from the leave of absence. Failure by the employee to return to work on the date designated in EWA's written notice shall authorize EWA to fill the position on a permanent basis. EWA encourages employees and their supervisors to maintain email/phone communications during a leave of absence.

If an employee's position is filled while s/he is on an approved personal leave of absence, the employee may, at the conclusion of his/her scheduled leave, apply for any open EWA position for which s/he is qualified. However, if no such position is available, the employee's employment shall be terminated. If a position is available, an employee is expected to return to work at the scheduled conclusion of his/her personal leave of absence. If the employee fails to do so, the employee may be terminated.

10.12 Pregnancy Disability Leave (PDL)

A. General Information

EWA provides PDL without pay to eligible employees who are temporarily disabled and unable to work due to pregnancy, childbirth, or related medical conditions. EWA will also make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a healthcare provider. When an employee's healthcare provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, EWA may require the employee to transfer temporarily to an available alternative position.

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17-1/3 weeks). For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17-1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.

If an employee wishes to stay home to care for her newborn after her disability has ended, she must apply for FMLA/California Family Rights Act (CFRA) leave as soon as possible (may apply before the birth of her child). For more information, please refer to Section 10.13 (Family and Medical Leave of Absence).

An employee who is granted PDL must utilize all accrued sick leave during the initial period of the leave. Thereafter, vacation and any accrued administrative leave may be used, at the discretion of the employee, during the remainder of the leave. Any portion of the leave that occurs after all sick leave has been exhausted shall be without pay unless the employee has available and chooses to use accrued vacation or administrative leave. However, the use of such vacation, sick leave, or administrative leave shall not adjust the start date of the leave (i.e., time covered by vacation, sick leave, or administrative leave shall still count as part of the PDL).

B. Procedures

Whenever possible PDL shall be requested by an employee at least 30 calendar days prior to the requested start date. The employee should submit a written request using the Absence Report Form used by EWA. The request must also include a medical certification from the employee's physician that verifies the disability and the anticipated duration of the disability. Any changes in this information should be promptly reported. The request should be submitted to the Human Resources Manager. The Human Resources Manager shall forward the request to the Assistant General Manager and/or the General Manager for

approval/disapproval. If an employee must take unexpected PDL, she should notify her supervisor as soon as possible.

C. Benefits

1. Health Benefits

During a Pregnancy Disability Leave taken under this policy, group health plan benefits (i.e., medical, dental, and vision) are continued on the same basis as coverage would have been provided had the employee been continuously actively employed for up to four months. The employee is required to pay the share of any premium cost that she would have paid if continuously actively employed. If the Pregnancy Disability Leave is paid leave (i.e., the employee is taking accrued sick leave, vacation, or administrative leave), the premium costs shall be deducted from the sick leave, vacation, or administrative leave benefits paid, on the same basis as the cost was deducted from the employee's pay before commencement of the leave. If the Pregnancy Disability Leave is unpaid, the employee shall be required to pay the share of any premium cost for insurance to ensure continuous coverage. Premiums must be paid no later than the 15th of the month prior to the month being covered. If premiums have not been received by the deadline, coverage shall be terminated for all unpaid months and continuation or reinstatement of coverage must be made in accordance with COBRA guidelines. EWA may recover premiums it paid to maintain health coverage, if an employee does not return to work following PDL, unless the reason for the failure to return to work is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act.

2. Non-Health Benefits

During unpaid PDL, EWA shall maintain life and disability insurance for full-time employees for the following periods depending on the employee's length of employment:

Less than two years full-time employment:	1 month
Two to five years full-time employment:	2 months
Five or more years full-time employment:	3 months

3. Integration with CFRA Leave Benefits

Continuation of benefits under PDL is in addition to those required by CFRA. The employee can potentially receive 29-1/3 weeks of coverage (17-1/3 under PDL and 12 under CFRA).

D. Return from Leave

As a condition of reinstating an employee after PDL, the employee must obtain and present a medical certification indicating that the employee is able to resume work. The employee must report to her department director or next reporting supervisor.

If the employee fails to return from PDL leave on the first work day following the expiration of the approved PDL or any approved extension, the employee shall be considered as having voluntarily resigned without notice.

If the employee wishes to return to work prior to the established expiration date, the employee must contact her department director or next reporting supervisor and provide verification from her healthcare provider that she is eligible to return to work.

If the employee is unable to return to work when the PDL expires, the employee may request an extension of leave from her department director or next reporting supervisor in accordance with this policy.

Extensions of PDL may be granted, as a reasonable accommodation for a disability. A request to extend a PDL is subject to the same criteria as the initial request for leave.

E. Reinstatement

EWA shall reinstate an employee returning from PDL in accordance with the approved terms of the leave to the same position, unless the position has ceased to exist because of legitimate reasons unrelated to the employee's PDL. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer.

If the employee's position does not remain available, the employee shall be returned to a "comparable position" as soon as practicable if a comparable position exists.

A "comparable position" means a position which has equivalent pay, benefits, and working conditions, with substantially similar duties and responsibilities, and, ordinarily, with the same shift or work schedule and geographic location, as the position occupied by the employee before her PDL.

- "Equivalent pay" includes any unconditional pay increases which occurred during the PDL period, such as a general adjustment, and includes any pay increases conditioned upon total career hours or length of service that may be due taking into consideration any portion of the PDL period that is paid leave (i.e., when the employee is using accrued vacation, sick, or administrative leave), but not any portion that is unpaid leave. "Equivalent pay" also includes the same or equivalent pay premiums and the equivalent number of scheduled hours of work.

- “Equivalent benefits” includes all benefits provided or made available to employees by EWA, including but not limited to group life insurance and health insurance. Employees are not required to meet any qualifications, such as taking a physical examination, in order to re-qualify if such coverage lapsed during the PDL. “Equivalent benefits” also includes all of the employee’s accrued vacation and sick leave benefits to the extent not used during the employee’s PDL.

An employee on PDL retains the length of service that existed when the leave commenced, and is credited with additional seniority service during the leave except that probationary periods may be extended by the same increment as the duration of the leave. An employee does not accrue any additional benefits including leave balances during an unpaid PDL (i.e., when the employee is not using accrued vacation, sick, or administrative leave).

10.13 Family and Medical Leaves of Absence (FMLA)

A. Policy

EWA grants leave under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) to eligible employees consistent with the federal and state law.

B. Definitions

1. For the purpose of this Section, “employee” is any full-time, part-time, or temporary employee with 12 months of service with EWA, which need not be consecutive, who has worked for at least 1250 hours in the 12-month period immediately preceding the commencement of leaves.
2. “Family/Medical Leave of Absence” or “FMLA/CFRA leave” is defined as leave for any one or more of the following:
 - a. Birth of the employee’s child, so long as the leave commences within one year of birth (referred to in this policy as “Birth/Adoption Leave”);
 - b. Placement of a child with the employee for adoption or foster care, so long as the leave commences within one year of placement (referred to in this policy as “Birth/Adoption Leave”);
 - c. The employee’s need to care for an immediate family member with a serious health condition (referred to in this policy as “Family Member Medical Leave”);
 - d. The employee’s own serious health condition (referred to in this policy as “Employee Medical Leave”); or
 - e. The employee, as the “spouse, son, daughter, parent, or next of kin” of a military member may take up to 26 workweeks of leave to care for a “member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing

- medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.”
- f. The National Defense Authorization Act (NDAA) also permits an employee to take FMLA leave for “any qualifying exigency (as the Secretary [of Labor] shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.” A qualifying exigency includes: 1) short-notice deployment; 2) military events and related activities; 3) childcare/school activities; 4) financial/legal arrangements; 5) counseling; 6) rest/recuperation; and 7) post-deployment activities.
3. “Immediate family member”, for the purposes of this Section, is defined as the parent, spouse, or child (son or daughter), domestic partner, or child of a domestic partner.
- a. “Parent” is defined as the biological, foster, or adoptive parent; a stepparent; a legal guardian; or other person who stood in place of a parent to the employee when the employee was a child.
- b. “Spouse” is defined as the employee’s husband or wife under the law of the place in which the marriage was entered into.
- c. “Child” is defined as the biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in place of a parent, who is either:
- Under the age of 18 years, or
 - An adult dependent child
- d. “Domestic partner” is defined as a registered domestic partner under California law.
4. “Serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves:
- a. In-patient care in a hospital, hospice, residential medical care facility, or any subsequent treatment in connection with the inpatient care; or
- b. Any period of incapacity requiring absence from work, school, or other regular daily activities for more than three calendar days, and continuing treatment by, or under the supervision of, a healthcare provider; or
- c. Continuing treatment by, or under the supervision of, a healthcare provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
- d. Any period of incapacity due to pregnancy, prenatal care, or chronic health condition.
5. “Medically necessary” is defined as a medical need for leave as certified by the healthcare provider of the employee or family member, as distinguished from voluntary or cosmetic treatments and procedures.

6. "Healthcare provider" is defined as any person listed in Section 10.13(H) of this policy (Family and Medical Leaves of Absence).

C. Duration

1. Basic Time Periods

- a. Generally, an eligible employee will be granted up to 12 weeks of leave during a 12-month period, on a rolling-year formula that is measured backward from the date of any FMLA/CFRA leave usage. The remaining entitlement would be any balance of the 12 weeks that was not used during the preceding 12-month period, for the following types of leave or any combination of the following types of leave:
 - b. Birth/Adoption/Baby Bonding Leave;
 - c. Family Member Medical Leave;
 - d. Employee Medical Leave (For a female employee disabled because of pregnancy, childbirth or related medical conditions, refer to Section 10.12.)

2. Spouses or registered domestic partners who are both employees of EWA are permitted to take only a combined total of 26 workweeks in a single 12-month period if the leave is to care for a covered service member or veteran with a serious injury or illness, and to a combined total of 12 weeks in a 12-month period if the leave is taken for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. (If the spouses/partners each take leave of less than 12 weeks for these purposes, they each remain eligible for other types of leave in an amount which when added to the leave so taken, totals 12 weeks).

3. The employee may not carry forward any unused leave from one 12-month period to the next 12-month period.

4. Minimum Duration of Leave

- a. Birth/Adoption Leave – Must be at least two weeks in duration, except that on two occasions during the applicable rolling 12-month period EWA shall authorize such leaves for a duration of less than two weeks.
- b. Employee Medical Leave or Family Medical Leave Act
 - i. As short as medically necessary. These leaves may be taken "intermittently" (in separate blocks of time) or on a "reduced schedule leave" (reducing the usual number of hours the employee works each workday) when "medically necessary." Intermittent leave can also be taken for any qualifying exigency.
 - ii. An employee needing intermittent Employee Medical/Family Member Medical Leave or leave on a reduced schedule must attempt to schedule the leave so as not to disrupt EWA operations.

- iii. EWA may temporarily assign an employee to an alternative position with equivalent pay and benefits that better accommodates a reduced or intermittent leave schedule.

D. Procedures

1. Request for Leave of Absence
 - a. The employee submits an absence request through ESS. Approving managers will notify the HR Manager of the request.
 - b. EWA may place an employee on FMLA/CFRA leave if the medical condition as determined by a doctor meets the FMLA/CFRA requirements.
2. In consultation with the Assistant General Manager, the Human Resources Manager shall determine if the employee is eligible and submit the request to the General Manager for approval/disapproval. The Human Resources Manager shall give the employee a copy of the "Notice to Employee Requesting FMLA Leave" letter which shall contain EWA's decision and indicate that approval is conditioned upon the receipt of a certification from a healthcare provider.
3. Notice by Employees
 - a. At least 30 days advance written notice should be given if:
 - i. The need is foreseeable and
 - ii. The request is for:
 - a) A Birth/Adoption Leave or;
 - b) Planned medical treatment for a serious health condition leave (Employee or Family Member Medical Leave).
 - b. If the employee gives less than 30 days notice for a clearly foreseeable leave without reasonable excuse, the General Manager may delay the commencement of the leave until medical certification of the need for leave is provided.
 - c. If 30 days notice is not practical because of a lack of advance knowledge of approximately when the leave shall begin, a change in circumstances, or a medical emergency, the employee should give written notice to the Human Resources Manager as soon as practical. It is expected that employees shall give notice to the Human Resources Manager within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances.
 - d. In the case of a medical emergency, advance written notice is not necessary for Employee Medical Leave or Family Member Medical Leave. The employee, or his/her representative, should give verbal notice as soon as practical.
 - e. When FMLA/CFRA leave is requested on an intermittent or reduced leave schedule basis, the employee must consult with the Human Resources Manager to work out a schedule that does not unduly disrupt the operations of EWA, subject to approval of the healthcare provider of the employee or immediate family member.
 - f. EWA shall respond to the request for leave as soon as possible and in any event no later than ten days after receiving the request. Where notice can only be given less

than ten days prior to the date upon which the leave is to begin, EWA shall attempt to respond to the leave request before the date the leave is to begin.

4. Medical Certification

- a. Requests for Family Member or Employee Medical Leave must be supported by a certification issued by the healthcare provider of the employee or the employee's ill immediate family member. Written notice of this requirement is set forth in the Notice to Employee Requesting FMLA Leave.
- b. The employee is responsible for obtaining the medical certification on the Certification of Healthcare Provider Form. This completed form must be returned to EWA within 15 calendar days after the employee receives the Notice to Employee Requesting FMLA Leave, unless it is not practicable to do so despite diligent, good faith efforts.
- c. If the request is for intermittent or reduced schedule leave, the certification must provide information that such leave is medically necessary or needed to care for the immediate family member.
- d. The Human Resources Manager shall review the certification and forward it to the General Manager.
- e. In the case of an FMLA/CFRA leave, if the General Manager, in consultation with the Assistant General Manager, has reason to doubt the validity of a medical certification, the General Manager may obtain a second opinion at EWA's expense. The Assistant General Manager shall designate a healthcare provider who is not employed, regularly contracted with, or otherwise regularly utilized by EWA, to furnish the second opinion. If EWA's designated healthcare provider's opinion differs from that of the employee's healthcare provider, the General Manager, in consultant with the Assistant General Manager, may require a third opinion from another healthcare provider, at EWA's expense. The Assistant General Manager, General Manager and the employee must designate or approve jointly the third healthcare provider. The third opinion shall be final and binding.
- f. If the employee's healthcare provider is a Christian Science practitioner, the Assistant General Manager may request that the employee submit to examination (although not treatment) to obtain a second or third certification from a healthcare provider other than a Christian Science practitioner. If an employee objects to the above request, the General Manager may deny continuation of leave.
- g. For Employee Medical Leaves, EWA may require medical re-certification at reasonable intervals (not more than every 30 days) when the employee requests an extension of leave, when circumstances described in the original certification have changed significantly, or when EWA receives information that casts doubt upon the continuing validity of the certification.
- h. For Family Member Medical Leaves, EWA may require the employee to obtain re-certification when additional leave is requested upon expiration of the leave, if the

time period extends beyond that which the healthcare provider originally estimated that the employee would be needed to take care of the child, parent, or spouse.

E. Benefits

1. Sick Leave and Vacation Benefits

- a. An employee who is granted an Employee or Family Member Medical Leave must utilize all accrued sick leave during the initial period of the leave. Thereafter, vacation and any other accrued administrative leave may be used during the leave, at the discretion of the employee. Any portion of a leave that occurs after all sick leave has been exhausted shall be without pay unless the employee has available and chooses to use accrued vacation or administrative leave. However, the use of such vacation, sick, or administrative leave shall not adjust the start date of the leave (i.e., time covered by vacation, sick, or administrative leave shall still count as part of the FMLA/CFRA leave).
- b. The period of time during which the employee utilizes accrued sick, vacation, or administrative leave benefits is considered paid FMLA/CFRA leave. Once the sick leave and/or other accrued leave benefits (if elected) are exhausted, the employee is considered to be on unpaid FMLA/CFRA leave. The 12 weeks of leave to which the employee is entitled includes both paid and unpaid leave.
- c. Eligible employees shall accrue additional sick leave and vacation while on paid FMLA Leave (i.e., while using accrued sick leave, vacation, or administrative leave), but not while on unpaid FMLA Leave.

2. Health Benefits

- a. Group health plan (i.e., medical, dental, and vision) benefits are continued during FMLA/CFRA leaves with regard to this policy, on the same basis as if the employee had been continuously actively employed, for up to 12 weeks during any 12-month period for all employees. The employee is required to pay the share of any premium cost that s/he would have paid if continuously actively employed. If the FMLA/CFRA leave is paid leave (i.e., the employee is taking accrued sick leave, vacation, or administrative leave), the premium costs shall be deducted from sick leave, administrative leave, or vacation benefits paid, on the same basis as the cost was deducted from the employee's pay before commencement of the leave. If the FMLA/CFRA leave is unpaid, the employee shall be required to pay the share of any premium cost for insurance to ensure continuous coverage. Premiums must be paid no later than the 15th day of the month prior to the month being covered. If premiums have not been received by the deadline, coverage shall be terminated for all unpaid months and continuation or reinstatement of coverage must be made in accordance with COBRA guidelines.

3. Non-Health Benefits

During unpaid FMLA/CFRA leaves, EWA shall also maintain life and disability insurance for full-time employees for the following periods depending on the employee's length of employment:

Less than two years full-time employment:	1 month
Two to five years full-time employment:	2 months
Five or more years full-time employment:	3 months

F. Return from Leave

1. As a condition of reinstating an employee after FMLA/CFRA leave, the employee must obtain and present a medical certification.
2. The employee must report to his/her supervisor on the first work day following the expiration of the approved FMLA/CFRA leave or any approved extension, or the employee shall be considered as having voluntarily quit without notice.
3. If the employee wishes to return to work prior to the established expiration date of the FMLA/CFRA leave, the employee must contact his/her department director or next reporting supervisor.
4. If the employee is unable to return to work when the FMLA/CFRA leave expires, the employee may request an extension of the leave from the employee's department director or next reporting supervisor in accordance with this policy.
5. Extensions of FMLA/CFRA leave are granted provided the employee has not used the total maximum leave entitlement provided for in this policy.

G. Reinstatement

1. EWA shall reinstate an employee returning from an FMLA/CFRA leave in accordance with the approved terms of the leave to the same position, unless the position has ceased to exist because of legitimate reasons unrelated to the employee's FMLA/CFRA leave. If the employee's position does not remain available, the employee shall be returned to an "equivalent position" if an equivalent position exists. The employee shall not have greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
2. An "equivalent position" means a position which has equivalent pay, benefits, and working conditions, with substantially similar duties and responsibilities, and, ordinarily, with the same shift or work schedule and geographic location, as the position occupied by the employee before the FMLA/CFRA leave.

3. "Equivalent pay" includes any unconditional pay increases which occurred during the FMLA/CFRA leave period, such as cost of living increases, and includes any pay increases conditioned upon total career hours or length of service that may be due taking into consideration any portion of the FMLA/CFRA leave period that is paid leave (i.e., when the employee is using accrued vacation, sick, or administrative leave), but not any portion that is unpaid leave. "Equivalent pay" also includes the same or equivalent pay premiums and the equivalent number of scheduled hours of work.
4. "Equivalent benefits" include all benefits provided or made available to employees by EWA, including but not limited to group life insurance and health insurance. Employees are not required to meet any qualifications, such as taking a physical examination, in order to re-qualify if such coverage lapsed during the FMLA/CFRA leave. "Equivalent benefits" also includes all of the employee's accrued vacation and sick leave benefits to the extent not used during the employee's FMLA/CFRA leave.
5. An employee on FMLA/CFRA leave retains the length of service that exists when the leave commences, and is credited with additional seniority service during the leave except that probation periods may be extended by the same time increment as the duration of the leave. An employee does not accrue any additional benefits including leave balances during an unpaid FMLA/CFRA leave (i.e., when the employee is not using accrued vacation, sick, or administrative leave).

H. Definition of Healthcare Provider

1. Doctors of medicine or osteopathy who are authorized to practice medicine or surgery by the State of California;
2. Podiatrists, dentists, clinical psychologists, and optometrists who are authorized to practice in the State of California and performing within the scope of their practice as defined under California law;
3. Chiropractors, limited to treatment consisting of manual manipulation of the spine to correct a sublimation as demonstrated by X-ray to exist, who are authorized to practice in the State of California and performing within the scope of their practice as defined under California law;
4. Nurse practitioners and nurse-midwives who are authorized to practice under California law and who are performing within the scope of their practice as defined under California law; and
5. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.

I. Questions and/or Complaints about FMLA/CFRA Leave

The FMLA/CFRA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA/CFRA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA/CFRA or involvement in any proceeding under or relating to FMLA/CFRA. If employees believe their FMLA/CFRA rights have been violated or have questions regarding FMLA/CFRA leave, they should contact the Human Resources Manager immediately. Any FMLA/CFRA complaints will be investigated and prompt and appropriate remedial action will be taken to address and/or remedy any FMLA/CFRA violation.

10.14 Emergency Duty/Training Leave

Nonexempt employees working and residing in California will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees working and residing in California who are volunteer firefighters are also eligible for leave up to 14 days per calendar year for fire or law enforcement training. If you are participating in this kind of emergency duty/training, please alert your supervisor so that s/he may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor and Human Resources before doing so whenever possible.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay.

10.15 Suspended Pupil/Child Leave

California law requires employers to provide time off for parents or guardians having custody of the child who are required to visit a child's school where the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1 through 12 and must present to his/her supervisor the school's letter, which requests the employee's appearance at the school, at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

10.16 Military Spouse Leave

Qualified employees are eligible for up to ten days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard or Reserves, and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to Human Resources within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

Nonexempt employees must use vacation time in order to receive compensation for this time off. If no vacation time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to his/her vacation time account, if any. Otherwise, exempt employees will be compensated to the extent required by applicable law.

10.17 School and Daycare Leave

If you are the parent or guardian having custody of a child who is in school up to grade 12, or attends a licensed daycare facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or daycare facility. You may take no more than eight hours off for this purpose in any one calendar month. You should schedule this time off with your supervisor in advance. You may be asked to provide documentation from the school or daycare facility that you participated in the activity on the specific date and at the specific time that you took the leave. This time off is unpaid. You may choose to use your accrued vacation, but this is not required. If both parents or guardians having custody work for EWA at the same work site, only the first parent requesting will be entitled to leave under this provision.

10.18 Leave for Domestic Violence and Sexual Assault Victims

If you are a victim of domestic violence or sexual assault, you may take unpaid time off to help ensure the health, safety, or welfare of you and/or that of your child. Specifically, you may take such leave to obtain or attempt to obtain any relief, including, but not limited to:

- A. To obtain a temporary or permanent restraining order or other court assistance;
- B. To seek medical attention for injuries caused by domestic violence or sexual assault;
- C. To obtain services from a shelter, program, or rape crisis center as a result of domestic violence or sexual assault;
- D. To obtain psychological counseling related to an experience of domestic violence or sexual assault; or

- E. To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

If you need to take leave for domestic violence and sexual assault victims, you should notify your supervisor in advance, if possible. If your absence is unscheduled, you may be asked to provide documentation, such as a police report, court order, or other evidence that you appeared in court, or documentation from a counselor or domestic violence advocate. This leave is unpaid, unless you elect to use your accrued vacation. You may also take unpaid time off to recover from domestic abuse or sexual assault. The amount of leave taken for this reason cannot exceed 12 weeks in a rolling 12-month period. EWA will maintain the confidentiality of requests for time off due to domestic violence or sexual assault, to the extent possible and as allowed by law.

10.19 Adult Literacy Leave

California law requires employers to reasonably accommodate any eligible employee seeking to enroll in an adult literacy education program provided the accommodation requested will not result in an undue hardship to the employer. The Authority does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation if you want compensation for this time off. Employees who do not have accrued vacation available will be permitted to take the time off without pay.

10.20 Alcohol and Drug Rehabilitation Leave

Pursuant to California law, EWA will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program provided that the accommodation does not impose an undue hardship on EWA. EWA does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued vacation or sick leave should you want compensation for this time off. If you do not have accrued vacation or sick leave available, you will be permitted to take the time off without pay.

This policy in no way restricts EWA's right to discipline an employee, including actions up to and including termination of employment, for violation of EWA's drug and alcohol abuse policy.

10.21 Civil Air Patrol Leave

Pursuant to California law, EWA will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol, and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible. Employees are required to give EWA as much notice as possible of the intended dates upon which the

leave would begin and end. EWA will restore the employee to the position s/he held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued and unused vacation to be compensated for this time off.

10.22 Leave for Bone Marrow and Organ Donors

Pursuant to California law, EWA will provide up to five days of paid leave within a one year period to an employee who donates bone marrow to another person; the Authority will also provide up to 30 days of paid leave within a one year period to an employee who donates an organ to another person. EWA requires that bone marrow donors use up to five days of available accrued sick or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued sick or vacation time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide written verification of his/her status as an organ or bone marrow donor, and the medical necessity for the donation. During such leave, EWA will continue coverage under its group medical insurance plan, if applicable. Organ or bone marrow donation leave does not run concurrently with leave under the federal Family and Medical Leave Act (“FMLA”) or the California Family Rights Act (“CFRA”). Employees should give their supervisor and Human Resources as much notice as possible of the intended dates upon which the leave would begin and end.

Section 11 – Tuition Reimbursement

11.1 Purpose

EWA provides tuition reimbursement to employees for some of the out-of-pocket expenses for tuition, registration fees, textbooks, and laboratory and other fees incidental to taking courses at an accredited college, university, or training institution in order to encourage employees to continue their education to meet EWA’s present and future needs; increase effective work performance and employee efficiency; facilitate promotion from within; and attract to EWA persons of superior ability and potential for advancement.

11.2 Eligibility

All full-time, regular employees who have successfully completed their probationary period as an employee of EWA are eligible to obtain educational assistance payments.

11.3 Reimbursable Courses and Expenses

The General Manager shall review and approve/disapprove all requests for reimbursement under this program. Reimbursable courses are those courses taken for academic credit or certification from a recognized and accredited academic or training institution. The General Manager must determine that the course contributes to the employee's career development at EWA by improving the knowledge and skills used to perform the essential job duties of his/her current EWA classification or another then existing EWA classification either on its own merit or as one element in a course of study which leads to a degree or certification in a field reasonably related to EWA's operations, maintenance, administration, or management including, as limited by Internal Revenue Code Section 127(c)(1), electives required for completion of such a degree or certification.

EWA will not reimburse employees for incidental educational expenses such as meals, lodging, and transportation. Further, EWA will not reimburse employees for the costs for any education that involves sports, games, or hobbies, or for tools or supplies that employees can keep after completing a course.

11.4 Reimbursement Procedures

EWA will provide tuition reimbursement up to \$4,000 per fiscal year for approved courses. In addition, tuition assistance budget appropriations remaining at the end of the fiscal year, if any, will be disbursed to participants in proportion to their approved, but unreimbursed, tuition costs for that year.

- A. Prior to enrolling in a course, an employee must submit a Tuition Reimbursement Request Form to the General Manager. The request should include an estimate of the expenditure and a brief explanation of how the coursework meets the requirements for reimbursable courses.
- B. Upon completion of the coursework, the employee must submit the Tuition Reimbursement Request Form and proof of a "C", "pass" or other appropriate notice of successful course completion to the General Manager, along with a copy of the registration receipt and official transcript.
- C. An employee must be employed by EWA at the time s/he completes approved course work to be eligible for tuition reimbursement and all reimbursements are subject to the limitations imposed by Section 127 of the Internal Revenue Code.

11.5 Service Requirement

Employees are required to remain employed by EWA in satisfactory performance status for a minimum of one year after receiving cumulative reimbursements up to \$4,000 within a one-year period, and remain employed for three years after receiving cumulative reimbursements that exceed \$4,000 within a two-year period.

If an employee who has received a tuition reimbursement leaves voluntarily or is discharged for cause prior to completing the service requirements, the tuition reimbursement shall be due and payable at the time of termination. Employees leaving EWA's employment during a layoff caused by a reduction in force shall not be required to repay the tuition reimbursement.

Section 12 – Employee Recognition

12.1 Purpose

The Board of Directors and EWA management recognize EWA employees whose dedication and loyalty contribute to its success, for their innovative and extraordinary efforts as well as their sustained excellence in discharging their responsibilities and service to EWA.

12.2 Goals

Encourage excellence at EWA; to recognize and reward significant achievements and contributions; to enhance recruitment and retention; to create a varied, stimulating and supportive work environment; and to support professional development.

12.3 General Principles

- A. Awards should reward exceptional individual accomplishments that contribute to EWA's strategic goals.
- B. Specific selection/award criteria and nomination routing procedures have been established at the organizational level with an important objective of using simple, uncomplicated processes.
- C. EWA is responsible for determining the timing and amount of awards presented within the year.

- D. The General Manager shall have sole authority to approve disbursement of all awards authorized within policy guidelines.

12.4 Administration

The Assistant General Manager serves as the administrator and is responsible for: assuring timely and accurate coordination and oversight; establishing award categories and selection committee criteria according to policies contained herein; and ensuring that selection committee members are familiar with award procedures and follow established guidelines. The selection committees will forward all award recommendations to the General Manager for final approval.

The Human Resources Manager will be responsible for advertising the program and its guidelines, and for assisting the Assistant General Manager in meeting program objectives.

12.5 Award Categories

Awards will be made in the following categories:

- A. Incentive Awards: Incentive awards may be granted for outstanding performance with emphasis on creativity, ingenuity, safety, and innovation. These awards recognize staff for individual accomplishments and outcomes, typified by meeting important targets or objectives, or for contributions to the organizational mission beyond usual expectations.
- B. Development Awards: Development awards will recognize career movement and growth that result in advanced accomplishments through continued education and/or professional leadership achievements. Development awards recognize achievements beyond those required in employees' current job classifications.
- C. Suggestion Awards: Suggestion awards will be presented to employees who propose procedures or provide ideas that are adopted by EWA and result in reduced expenditures or improved operations.

12.6 Funding

The Board of Directors approves funding to support this program annually. The level of funding is provided in Board resolutions. The Assistant General Manager will monitor program funding and advise selection committees and the General Manager on the availability of award appropriations.

Attachment A provides information concerning each award including the frequency and amount of the award. For all incentive and development awards, the amount per award may be designated as a specific amount or may range from \$200 to \$2000 and shall not exceed \$4000 to an individual employee in any

12-month period. Suggestion award amounts shall be ten percent of the first year's gross savings, but in no event shall exceed \$4000 or five percent of annual base salary, whichever is greater, to an individual employee in any 12-month period.

12.7 Selection Committee

- A. Committee criteria: Selection committees are established with standing membership to each committee according to job classification. Additional members may be authorized by the General Manager to meet award objectives or ensure impartiality. The General Manager shall serve as an ex-officio member of each committee with no voting privileges. Members shall not be paid for serving on committees.
- B. Selection committees include:
1. Incentive and Development Award Selection Committee
 - Assistant General Manager – Committee Chair
 - Director of Environmental Compliance
 - Director of Technical Services
 - Director of Operations
 - Administrative Services Manager
 2. Safety Award Selection Committee
 - Safety Leadership Team
 3. Suggestion Award Selection Committee
 - Operations Manager – Committee Chair
 - Systems Manager
 - Source Control Manager
 - Lab Manager
 - Capital Projects Manager

12.8 Eligibility

All full-time, regular employees who have successfully completed their initial probationary period as an employee of EWA are eligible. The award recipient must be employed at EWA at the time of award distribution.

Development award nominations will not be considered by selection committees prior to receipt of final certificates, diplomas, or similar official documentation. Completion of course requirements without receipt of certificates, diplomas, or similar official documentation shall not be sufficient to initiate the committee review process.

Attachment C provides information concerning each award including the nomination procedure. A sample Nomination Process Form is also provided.

12.9 Review of Awards

If an employee's nomination/suggestion is not approved or adopted, or if there is a disagreement in the amount of the award, upon request, the nomination/suggestion may be reviewed by the General Manager. If the General Manager determines that the nomination/suggestion appears to have merit and should be reevaluated, s/he shall request the appropriate selection committee to reconsider the submission.

12.10 Payment of Awards

Awards shall normally be paid at the next Board meeting after approval by the General Manager; however, in the case of a Suggestion Award, if the full amount of savings cannot be determined until after completion of a trial period or for some other reason, a partial award may be paid to the employee and the remainder shall be paid when the first year's savings have been determined.

If the use of a suggestion is extended beyond its original application and additional benefits accrue to EWA within one year from the date of original adoption, an additional award may be made to the employee.

If the first year's estimated savings were incorrect and the error resulted in overpayment of the employee, the employee shall not be required to return any portion of the award.

Award amounts are reduced as required for income taxes and Medicare.

Section 13 – Layoff and Reemployment

13.1 Authorization

The General Manager may lay off any employee because of lack of appropriate funds, curtailment or lack of work, reorganization, or other reasons. Such layoff shall take effect ten working days after the receipt by the employee of a notice in writing of the proposed layoff action. The decision of the General Manager to lay off employees is not subject to any appeal or the complaint resolution process.

13.2 Order of Layoff

When it becomes necessary because of lack of work, lack of funds, or other reasons to reduce the number of employees within a given employee classification, the General Manager, or designee, shall prepare a layoff list. Layoffs shall be made by job classification within each department. Within each classification, employees shall be selected for layoff based on a combination of merit factors, including but not necessarily limited to: past performance and productivity, qualifications, attitude, and unauthorized absences. In cases where EWA determines that performance and other factors are essentially equal between two or more employees, seniority shall be the deciding factor. For purposes of this provision, seniority shall be defined as the total number of months of EWA service.

13.3 Request for Return to Former Class

The selection of employees for layoffs is determined on merit factors; therefore, no “employee bumping rights” exist at EWA. However, in the event a layoff occurs, an employee may be transferred to a vacant position formerly held by the employee. Such requests shall be granted at the sole discretion of EWA.

13.4 Order of Reemployment

For each classification in which layoffs occur, EWA shall maintain a list. The list shall order the employees by date of layoff from first employee laid off to the most recent employee laid off. Employees appearing on the list shall be eligible for rehire for one year following the layoff, provided the employee is qualified to perform the essential functions of the position offered. Employees appearing on the list shall be offered reemployment in the inverse order of lay-off. If more than one employee was laid off on the same day, the employee with the greatest seniority at EWA shall be offered reemployment first. Seniority shall be defined as the total number of months of EWA service. It is the responsibility of the employee to keep EWA apprised of his/her availability to work, including a current address at which the employee may be reached.

13.5 Notice of Reemployment

EWA shall notify the laid-off employee of the opportunity for reemployment by certified mail, signed receipt requested. The Notice of Reemployment shall be sent to the address provided to EWA by the employee. The notice shall specify the date and time the employee’s reemployment is scheduled to begin. An employee must notify EWA of his/her intent to accept reemployment within 72 hours of receiving the Notice of Reemployment. Failure to accept the offer of reemployment within 72 hours, and/or failure to report for work on the date and time specified in the Notice of Reemployment, shall be considered the employee’s resignation from EWA.

13.6 Benefits for Employees Rehired After Layoff

Employees rehired following layoff shall retain the level of seniority that was present when laid off. For purposes of this provision, seniority shall be defined as the total number of months of EWA service. Employees rehired following layoff shall also be eligible to buy back vacation and sick leave time that was accrued at the time the employee was laid off. Vacation and sick time acquired under this provision shall be bought at the salary rate of the employee's position after rehire.

Section 14 – Employee Discipline

14.1 Policy Statement

EWA's discipline process includes verbal counseling, written warnings, suspensions, demotions, transfers, and termination. EWA reserves the right to impose any of these forms of discipline as it deems appropriate, given the circumstances, at its sole discretion.

However, under normal circumstances, all regular/full-time employees, except the General Manager, have the benefit of certain disciplinary processes specified in this Section. All employees have a responsibility to read and understand this Section which defines the types of discipline that may be imposed and specifies the processes associated with each type of discipline.

The General Manager is the Appointing Authority and has the sole authority to authorize employment assignments.

Employee discipline is intended to be corrective in nature with the objective of obtaining compliance with rules, orders, procedures, standards of conduct, and competent job performance. Disciplinary action shall be commensurate with the alleged violation(s) and the past record of the employee. EWA may administer a progressive discipline process including verbal counseling, written warning, suspension, demotion, transfer, or termination. However, EWA reserves the right to impose or forego any of these forms of discipline as it deems appropriate in its absolute and sole discretion.

Nothing contained in the HRPM shall preclude the immediate administrative removal of an employee with or without pay pending a disciplinary hearing. An administrative removal requires the approval of the General Manager. When an administrative removal is imposed and serious disciplinary action follows, the employee shall be afforded the hearing process set forth below.

Violation of EWA rules, policies, or performance standards may result in disciplinary action. Any EWA employee may be disciplined in accordance with the rules and provisions prescribed herein. Any employee who has not completed his/her initial probationary period may be disciplined without recourse to any of the complaint procedures in Section 15 (Complaint Resolution Procedure). No employee shall be

disciplined for any reason that violates public policy. All disciplinary actions shall become a part of the employee's personnel record.

The following are examples of behavior that may constitute grounds for disciplinary action up to and including termination. This list is intended to provide examples only and is not meant to be all inclusive. Other behaviors not included here may also constitute just cause for disciplinary action.

- A. Fraud in securing employment;
- B. Performing the duties of the position in an unsatisfactory manner. Satisfactory work is work which is competently performed in an efficient and timely manner and which achieves the expected result;
- C. Performing the duties of the position in a negligent, careless, or reckless manner;
- D. Failure to possess and/or utilize the minimum qualifications required for the position;
- E. Dishonesty in the performance of the duties of the position, including, but not limited to fraud, theft, lying, or misrepresentation, either written or oral;
- F. Unauthorized absence: failure to be present at assigned places and times, unless the absence is approved;
- G. Insubordination;
- H. Failure to treat other EWA employees, officials, or the public with respect and courtesy;
- I. Violation of EWA's Drug and Alcohol Policy;
- J. Violation of EWA's Harassment Policy;
- K. On or off duty, behavior that tends to cause discredit to the Authority;
- L. Any on-duty illegal behavior;
- M. Conviction of a crime which relates to dishonesty, or the qualifications, functions, or duties required of the employee in the assigned position;
- N. Misuse of EWA or other member agency owned property, equipment, or material;
- O. Failure to fully comply with all EWA rules, regulations, and policies;
- P. Failure to comply with any safety rules, standards, and regulations.

EWA reserves the right to maintain some or all documents related to the disciplinary process in the employee's personnel file.

14.2 Disciplinary Investigation

When a department director has reason to believe that an employee may have violated an EWA policy, procedure, rule, regulation, directive, order, or applicable law, or that other cause for disciplinary action may exist, the department director shall promptly initiate an investigation.

If the results of the investigation indicate disciplinary action may be appropriate, the department director shall proceed according to guidelines established below for the appropriate level of discipline.

14.3 Types of Discipline

There are two different types of discipline: “lesser discipline” and “serious discipline”.

A. Lesser Discipline

“Lesser discipline” is defined as discipline that is not serious discipline, as defined below, including such actions as suspensions without pay of five days or less.

B. Serious Discipline

“Serious discipline” is defined as discipline ranging from suspensions without pay for more than five days, up to termination of employment. This can include demotion and reduction in pay for disciplinary reasons.

Nothing contained in this Section shall preclude the immediate administrative removal of an employee with or without pay pending a disciplinary hearing. An administrative removal requires the approval of the General Manager. When an administrative removal is imposed and serious disciplinary action follows, the employee may elect to have a hearing.

14.4 Lesser Disciplinary Process

“Lesser discipline” is defined as discipline that is not serious discipline, including such actions as suspensions without pay of five days or less.

There is no employee right to representation during the lesser disciplinary process.

Lesser discipline is not subject to the hearing process identified below.

A. Disciplinary Actions for “Lesser Discipline”

Any of the following disciplinary actions may be taken as corrective measures for conduct that warrants lesser discipline.

1. Written Reprimand

A department director may reprimand an employee by providing a written statement outlining the problem. A written reprimand shall be provided to the employee and made a part of the employee’s personnel record. The employee may respond in writing to the written reprimand. If the employee responds with a written statement, it shall be included in the personnel record along with the written reprimand. Written reprimands may be removed from an employee’s personnel file after three years, provided there are no further incidents.

2. Suspensions Without Pay for Up to Five Days

The department director may suspend an employee from work without pay for up to five days.

B. Notice of Lesser Discipline

In the case of lesser discipline, a Notice of Lesser Discipline shall be issued and that notice of lesser discipline shall contain the following:

1. A statement of the reason(s) for imposing discipline;
2. A statement of the discipline to be imposed, including the date the discipline is to begin and end, where applicable;
3. A description of the evidence upon which the proposed action is based, and a statement that such evidence is available to the employee upon request;
4. A statement that the employee may respond in writing to the Notice of Lesser Discipline and that the employee's written response shall be maintained in his/her personnel file;
5. A statement that the Notice of Lesser Discipline has been reviewed by the General Manager or his/her designee.

14.5 Serious Disciplinary Process

"Serious discipline" is defined as discipline ranging from suspensions without pay for more than five days, up to termination of employment; this can include demotion and reduction in salary for disciplinary reasons.

A. Disciplinary Actions for "Serious Discipline"

Any of the following disciplinary actions may be taken as corrective measures for conduct that warrants serious discipline. EWA may take any of the following corrective measures that it deems appropriate at any time to maintain the efficiency and effectiveness of EWA:

1. Suspension without Pay. The General Manager may suspend the employment of an employee without pay for more than five days.
2. Salary Reduction. The General Manager may reduce the salary of an employee for disciplinary reasons. A reduction in salary shall be within the salary range of the position held by the employee. A new anniversary date shall be established in accordance with these rules unless otherwise approved by the General Manager.
3. Disciplinary Demotion/Transfer. The General Manager may demote an employee, to any position with a lower salary allocation, provided the employee meets the minimum qualifications for the lower-level position. The demoted employee shall not be eligible for promotion for a period of one year unless otherwise approved by the General Manager.
4. Termination. The General Manager may terminate the employment of an employee.

B. Notice of Serious Discipline

In the event serious discipline is proposed, a Notice of Proposed Serious Discipline shall contain the following:

1. A statement which clearly defines the intended action and the proposed date of the action. In cases of suspension, the proposed beginning and ending dates shall be included;
2. The reason for the discipline, including a statement of any rule or regulation that allegedly has been violated;
3. A description of the evidence upon which the proposed action is based and a statement that the evidence is available to the employee upon request;
4. A statement that the employee shall be allowed five working days from the date of receipt to respond either in writing or orally. Prior to the conclusion of the five working day period, the employee or representative, or EWA, may request an extension for good cause for up to an additional ten working days;
5. A statement that failure to respond within the prescribed time following receipt of the Notice of Proposed Serious Discipline shall waive all further pre-disciplinary procedural rights.

C. Pre-Disciplinary Hearing

Before serious discipline is imposed, the employee shall receive a written Notice of Proposed Serious Discipline, as described above, that includes notice of a right to respond either orally or in writing. This response shall be reviewed prior to discipline being imposed.

1. Right to Respond Options
 - a. Written. The employee provides the department director with a written response within five working days of the receipt of the Notice of Proposed Serious Discipline. The department director shall review the employee's written response.
 - b. Oral. If the employee requests an opportunity to respond orally, a pre-disciplinary hearing shall be conducted within five working days after the date the employee receives the Notice of Proposed Serious Discipline.

2. Hearing Officer's Review

The department director, at his/her discretion, shall act as Hearing Officer and shall schedule, coordinate and conduct the pre-disciplinary hearing.

The hearing shall be informal. The employee shall have the opportunity to respond to the charges and to challenge the proposed disciplinary action. Where indicated, the Hearing Officer may question and seek clarification from the employee.

3. Hearing Officer's Decision and Written Response

As soon as practical after the hearing or receipt of the employee's written response, the Hearing Officer shall notify the employee in writing as to whether the proposed serious discipline shall be imposed. In rendering the decision, the Hearing Officer must consider the employee's pre-disciplinary written or oral response and EWA's legitimate authority to impose the proposed discipline in question.

4. Discipline Imposed

If discipline is to be imposed, the employee shall be provided a written Notice of Disciplinary Action specifying the discipline and the date(s) upon which the disciplinary action shall be effective. The notice shall also include the cause for disciplinary action and the evidence upon which the disciplinary action is based.

An employee who fails to submit a written response or to appear for a pre-disciplinary hearing (in the case of an oral response) shall have waived his/her right to do so, and the proposed discipline shall be imposed.

The employee may challenge the discipline imposed in a post-disciplinary hearing as set forth below.

5. Post-Disciplinary Hearing

Following the imposition of serious discipline, pursuant to the procedures set forth above, a regular employee may request a post-disciplinary hearing to challenge the discipline imposed.

A representative of the employee's choosing, including an attorney, may represent the employee at his/her post-disciplinary hearing.

The employee, or a designated representative, must request a post-disciplinary hearing ("Hearing") within 20 calendar days from receipt of the Hearing Officer's notification that discipline shall be imposed. The Hearing shall be held on EWA's premises at a mutually convenient time, but in all events, shall be held within 30 calendar days of the Hearing request, unless a later date is mutually agreed upon.

The following procedures shall be followed:

- a. The General Manager shall appoint an impartial Hearing Officer from among EWA's Management employees or a qualified professional who is not an EWA employee. The Hearing Officer shall schedule, coordinate and conduct the Hearing in accord with the time limits set forth in this section. The Hearing Officer shall not be the individual who directly supervises the employee, nor shall it be someone responsible for the original decision to propose discipline.

- b. Each side may present witness testimony or other evidence in support of its position at the hearing. Each side must submit a written list of the witnesses it intends to call to the Hearing Officer at least three working days in advance of the hearing. No witness shall be allowed to testify unless his/her name is on a timely submitted witness list. EWA shall use its best efforts to produce witnesses if called to testify during working time, but operational needs shall take precedence. EWA employees are free to testify truthfully in a post-disciplinary hearing under this procedure and no employee shall be discriminated or retaliated against in any way because of truthful testimony given in such a hearing.

The post-disciplinary hearing shall be conducted as follows:

- a. The Hearing Officer shall be responsible for administering the hearing. His/her responsibility shall include: (a) taking evidence, i.e., exhibits and testimony; and (b) swearing in witnesses using the following oath:

“Do you solemnly swear that the evidence you shall give in this matter pending between Encina Wastewater Authority and _____ shall be the truth, the whole truth, and nothing but the truth?”

- b. The Hearing Officer should ask the witness to raise his/her right hand and respond “I do” if s/he agrees with the above oath. If the witness does not agree with the oath, no testimony shall be taken and the witness may be excused. The Hearing Officer should rule on procedural issues raised by the parties and on the relevancy and admissibility of evidence. The Hearing Officer is not expected to follow the formal rules of evidence or any particular set of rules, but to rule on matters raised in a fashion that the Hearing Officer believes to be fair and equitable. The Hearing Officer may ask questions of witnesses or representatives, if the Hearing Officer wishes, but the Hearing Officer is not required to do so. The Hearing Officer shall run the audio tape machine upon which the Hearing shall be tape-recorded. Each side shall be given a reasonable amount of time within the discretion of the Hearing Officer.
- c. An assistant, appointed by the Hearing Officer, may be present to support the Hearing officer in the execution of his/her responsibilities.
- d. The Hearing shall follow the following order:
 - i. EWA shall present its case against the employee, the employee may cross-examine EWA’s witnesses, and EWA may redirect the witness;
 - ii. The employee shall present his/her case, EWA may cross-examine the employee’s witnesses, and the employee may redirect the witness;
 - iii. Each party may present a closing argument if they wish;

- iv. Each party may submit post-hearing briefs which shall be due to the Hearing Officer by no later than the close of business on the 10th calendar day, or next following business day, after the Hearing.
 - v. The Hearing Officer shall be expected to render a recommended decision regarding the following issue: Did EWA have adequate reason to impose the discipline in question upon the employee? In making this decision, the Hearing Officer should address the following issues: (a) is the evidence produced at the post-disciplinary hearing sufficient to support the stated reasons for imposing discipline against the employee? (b) If so, is the recommended disciplinary action appropriate under the circumstances? EWA must demonstrate by a preponderance of the evidence that it had adequate reason to impose discipline.
 - vi. In rendering a decision, the Hearing Officer has the following responsibilities: (a) review all evidence including testimony and exhibits produced at the Hearing and make written findings of fact; and (b) produce a written recommendation on the issues presented and present the written recommendation and findings of fact to the General Manager and the parties by no later than the close of business on the 20th calendar day, or next following business day, after the Hearing. The Hearing Officer shall present his/her recommended decision to the General Manager who shall render a final written decision within five calendar days, or the next following business day, after receiving the Hearing Officer's recommended decision. The General Manager's written decision is final and shall be distributed to all parties. There shall be no further review.
 - vii. The administrative record of the post-disciplinary hearing shall include the Notice of Proposed Serious Discipline and any exhibits to it; the written decision from the pre-disciplinary review; all evidence, written, oral, photographic or otherwise and all exhibits submitted by both parties during the Hearing; the audio tape recording of the Hearing; and the decision of the Hearing Officer.
- e. If the employee fails to appear for the post-disciplinary hearing, the discipline shall be sustained and imposed.

EWA reserves the right to maintain some or all documents related to the disciplinary process in the employee's personnel file.

Section 15 – Complaint Resolution Procedure

15.1 Purpose of Complaint Resolution Procedure

This procedure shall be used to resolve employee complaints of alleged violations of the express terms of the HRPM. Employee complaints regarding alleged harassment shall be governed by the procedures set forth in Section 3.3 (Harassment).

15.2 Complaint Resolution Procedure for Non-Disciplinary Complaints

A. Informal Discussion of Complaint

When an employee has a complaint, the employee shall first informally discuss the matter with his immediate supervisor within five working days from the date of the incident or decision generating the complaint. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to discuss the complaint informally with his supervisor's immediate supervisor. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal complaint.

B. Formal Complaint Procedure

The formal complaint procedure shall be used to resolve an employee's complaint not satisfactorily resolved by informal discussions.

An employee shall have the right to present a formal complaint, in writing, within ten working days after the occurrence of the event that gave rise to the complaint. All formal complaints shall state the specific provision of the HRPM that the employee claims has been violated and the employee's requested relief.

The formal complaint shall be presented to the department director who shall discuss the complaint with the employee. Employees are required to represent themselves in the complaint process. There is no right to representation. Delivery of the formal written complaint and the discussion of the complaint with the employee shall constitute receipt of the formal complaint. Within ten working days after the receipt of the formal complaint, the department director shall render a written decision regarding the complaint.

An employee may appeal the department director's decision to the General Manager, in writing, within ten days after the receipt of the decision. The formal appeal shall be presented in writing to the General Manager. The General Manager or his/her designee shall discuss the appeal with the employee and make a reasonable effort to render a written decision regarding the complaint within ten working days of receipt of the formal complaint.

The decision of the General Manager or his/her designee shall be final.

The time limits set forth in this procedure may be extended by written agreement between the EWA and the employee. Failure on the part of an employee to comply with the time limits of this procedure or any extension thereto shall constitute a withdrawal of the complaint without further recourse to re-submittal under this procedure. Failure on the part of EWA to comply with prescribed time limits or extensions thereto shall result in the complaint being advanced to the next step of the procedure.

EWA shall not institute actions against any employee resulting from the proper use of this procedure. However, the processing of frivolous or false complaints may result in disciplinary action.

Correspondence related to this complaint resolution process shall not be maintained in an employee's personnel files.

---End of Document---

ATTACHMENT A

AWARDS

EMPLOYEE OF THE QUARTER AWARD

- Category: Incentive Award
- Purpose: To recognize employees for exceptional efforts and contributions to the Encina Wastewater Authority. Primarily, this award honors employees who display the following:
- dedication in achieving the mission and/or strategic goals of EWA;
 - attitude that motivates others with whom they interact;
 - performance of assigned tasks in an exemplary fashion; and
 - outstanding conduct.
- Eligibility and Award: Eligible non-management employees may receive this award. Each recipient will receive a check for \$500 and a recognition certificate. An employee may receive this award once every two years. A recipient of this award is automatically nominated for the Employee of the Year Award during the same fiscal year.
- Selection: The Incentive and Development Award Selection Committee will evaluate nominations for the award. The Selection Committee will meet during the respective quarter to review and select award recipients.
- Nominations: Nominations may be submitted by any regular, full-time employee and should be forwarded to the Human Resources Manager on an Employee Recognition Nomination Form with appropriate supporting documentation. The Human Resources Manager shall plan committee meetings and provide the nomination packages to the Assistant General Manager.

SAFETY AWARDS

- Category: Incentive Award
- Purpose: To recognize employees for exceptional effort and contributions to safety. Primarily this award will honor employees who display the following:
- constructive participation in safety training (leading or assisting in the development of training programs)
 - participation in special safety projects or safety suggestion completion
 - any other project or task that is beyond normal job duties.
- Eligibility and Award: Full-time, non-management employees who have completed probation are eligible to receive this award. Chosen by random selection, the award recipient will receive a \$100 gift card. There will be five (5) recipients per quarter.

Selection: Each Safety Leadership Team (SLT) member may nominate up to 10 employees whose actions demonstrate the listed criteria. There will be a random drawing for an opportunity to win one of five \$100 gift cards.

Nominations: Nominations may be submitted to the Safety and Training Manager by an SLT member. The Safety and Training Manager shall plan committee meetings to review nominations.

EMPLOYEE OF THE YEAR AWARD

Category: Incentive Award

Purpose: To confer distinction upon the EWA employee whose efforts and actions most clearly exemplify EWA's goals and objectives and whose contributions have been acknowledged as "distinguished" and above all others.

Eligibility and Award: Eligible, non-management employees may receive this award. The recipient will receive a check for \$1000 and a recognition plaque. An employee may receive this award once every three years. This award will be presented during December of each year at EWA's annual employee recognition event.

Selection: The Incentive and Development Award Selection Committee will evaluate nominations for the award. The Selection Committee will meet during the month of November to review and select the award recipient. The General Manager may designate additional selection committee members to participate in the review and selection of the award recipient.

Nominations: Nominations may be submitted by any regular, full-time employee and should be forwarded to the Human Resources Manager on an Employee Recognition Nomination Form with appropriate supporting documentation. The Human Resources Manager shall plan committee meetings and provide the nomination packages to the Assistant General Manager.

SAFETY AWARD

Category: Incentive Award

Purpose: To recognize employees for exceptional effort and contributions to safety. Primarily this award will honor employees who display the following:

- constructive participation in safety training (leading or assisting in the development of training programs)
- motivating safe performance in others
- participation in special safety projects or safety suggestion completion
- extraordinary safety attitude
- on-time completion of safety training
- acceptable record of injuries/accidents

- Eligibility and Award:** Full-time, non-management employees who have completed probation are eligible to receive this award. The award recipient will receive a \$1000 check.
- Selection:** The Safety Leadership Team (SLT) will evaluate nominations and select award recipient.
- Nominations:** Nominations may be submitted to the Safety and Training Manager by a supervisor or manager with the appropriate supporting documentation. The Safety and Training Manager shall plan committee meetings and provide the nomination packages to the SLT.

MOST MOTIVATED AWARD

- Category:** Incentive Award
- Purpose:** Presented to the employee whose loyalty, dedication, and willingness to support the goals of EWA and the actions of others have been instrumental in the advancement of the department and organizational goals. The actions of this employee have clearly been motivational to others and set an example that exemplifies dedication and a desire to excel.
- Eligibility and Award:** Eligible, non-management employees may receive this award. The eligible recipient will receive a check for \$750 and a recognition plaque. An employee may receive this award once every three years. The Most Motivated Award will be presented at EWA's annual employee recognition event.
- Selection:** The Incentive and Development Award Selection Committee will evaluate nominations for the award. The Selection Committee will meet during the month of November to review and select the award recipient. The General Manager may designate additional selection committee members to participate in the review and selection of the award recipient.
- Nominations:** Nominations may be submitted by any regular, full-time employee and should be forwarded to the Human Resources Manager on an Employee Recognition Nomination Form with appropriate supporting documentation. The Human Resources Manager shall plan committee meetings and provide the nomination packages to the Assistant General Manager.

ABOVE AND BEYOND AWARD

- Category:** Incentive Award
- Purpose:** Presented to the employee whose exceptional initiative and creativity were instrumental in achieving department and agency goals. This employee's performance was consistently outstanding and "above and beyond" that of

others. The actions of this employee were clearly noteworthy and brought great credit to EWA.

- Eligibility and Award:** Eligible non-management employees may receive this award. The eligible recipient will receive a check for \$750 and a recognition plaque. An employee may receive this award once every three years. The Above and Beyond Award will be presented at EWA's annual employee recognition event.
- Selection:** The Incentive and Development Award Selection Committee will evaluate nominations for the award. The Selection Committee will meet during the month of November to review and select the award recipient. The General Manager may designate additional selection committee members to participate in the review and selection of the award recipient.
- Nominations:** Nominations may be submitted by any regular, full-time employee and should be forwarded to the Human Resources Manager on an Employee Recognition Nomination Form with appropriate supporting documentation. The Human Resources Manager shall plan committee meetings and provide the nomination packages to the Assistant General Manager.

PROFESSIONAL AWARDS

- Category:** Development Award
- Purpose:** To recognize and acknowledge the outstanding initiative and dedication of employees who have clearly demonstrated a desire to excel by successfully attaining a job-related license, certification, or academic diploma/degree. Licenses and certifications must be accomplished during non-working hours and registration or enrollment fee is not paid for by the employer.
- Eligibility and Award:** Full-time, regular, and non-probationary employees may receive this award. Eligible recipients may receive monetary awards ranging from \$200 to \$2000. Selection committee members are eligible for this award but may not participate in committee discussions pertaining to their nomination.
- Selection:** The Incentive and Development Award Selection Committee will evaluate nominations for the award. Selection committee members are eligible for this award but may not participate in discussions pertaining to their nomination. The General Manager shall designate a replacement for any committee member deemed ineligible by this eligibility requirement. The Selection Committee will meet as required to review nominations.
- Nominations:** Nominations may be submitted by any regular, full-time employee and should be forwarded to the Human Resources Manager on an Employee Recognition Nomination Form with appropriate supporting documentation. Nominations may be submitted at any time. Due to the nature of this award, individuals

meeting award requirements may nominate themselves when appropriate licenses, certificates, diplomas, and/or degrees have been received.

SUGGESTION AWARDS

- Category: Suggestion Award
- Purpose: To recognize employees who propose procedures, or provide ideas, that are adopted by EWA and that result in reducing expenditures or improving operations.
- Eligibility and Award: Eligible employees may receive this award. Awards granted under this policy shall be 10% of the first year's gross savings, but in no event shall such award exceed \$4000.
- Appendix B contains detailed information concerning suggestion award criteria.
- Selection: The Suggestion Award Selection Committee will review suggestions as required. Appendix B contains guidelines this committee will use to review suggestions.
- Nominations: Any regular, full-time employee may submit suggestions. They should be deposited in the Suggestion Award boxes located throughout EWA.

SELECTION COMMITTEE GUIDELINES

Incentive and Development Awards Selection Committee Guidelines

- I. The Incentive and Development Awards Selection Committee shall:
 - a. Determine the eligibility of each nomination;
 - b. Make detailed investigations and evaluations of nominations, if required. Staff and community experts may assist in such investigations.
 - c. By majority vote, recommend the award for each nomination that is approved.
 - d. File complete reports with the General Manager on each nomination within 14 calendar days outlining the reasons each nomination was accepted or rejected.
 - e. Provide the General Manager with an annual report on the awards granted until this policy.

- II. Awards

Awards for incentive and development achievements shall range between \$200 and \$2000. The amount of the award shall be based on the following criteria:

 - a. Professional Certification: \$200 - \$750

- b. Highest level of CWEA certification or other state approved certification Program: \$1000
- c. Associates Degree (AA/AS): \$1000
- d. Bachelors Degree (BA/BS): \$1500
- e. Masters Degree (MA/MS/MBA): \$2000
- f. Other awards: TBD by selection committee

Suggestion Award Committee Guidelines

- I. The Suggestion Awards Selection Committee shall:
 - a. Determine the eligibility of each suggestion and, on request, keep suggesters informed as to the status of their suggestion throughout the evaluation process.
 - b. Make detailed investigations and evaluations of suggestions. It may use staff and community experts to assist in such investigations.
 - c. Review requests from employees for reevaluation of their suggestions that were not adopted.
 - d. By majority vote, recommend the award for each suggestion that is adopted.
 - e. File complete reports on each suggestion within 90 calendar days with the General Manager outlining the reasons each suggestion was accepted or rejected.
 - f. Provide the General Manager with an annual report on the awards granted under this policy.

- II. Suggestions which are related to the following subjects shall not be eligible for awards:
 - a. Personal grievances.
 - b. Classification and pay of positions.
 - c. Duplications in substance of prior suggestions.
 - d. Matters that are the result of assigned or contracted audits, studies, surveys, reviews, or research.
 - e. Changes that may be implemented by a suggesting employee without supervisory approval.
 - f. Suggestions that are not submitted in good faith.

III. Modification of Ideas

If the committee modifies an employee's suggestion and EWA adopts the suggestion in a different form, the employee shall be eligible for an award if the employee's suggestion was directly responsible for management's taking action.

IV. Duplicate Suggestions

Each suggestion shall be review to determine if it is a duplicate of, or similar to, a suggestion that has previously been submitted or adopted. If the Committee receives duplicate

suggestions, the one bearing the earliest date of receipt shall be eligible for consideration and all others shall be ineligible.

V. Group Suggestions

The amount of an award for a suggestion made by a group or employees shall be determined on the same basis as if one employee has submitted the suggestion, and the amount awarded shall be prorated among the employees making the suggestion.

VI. Inventive Suggestions

It shall be presumed that all suggestions involving patentable ideas were developed during work hours and shall be deemed Board property. Ideas or materials that the employee plans to patent or copyright should not be submitted under this policy.

VII. Intangible Suggestion Awards

Suggestions involving improvements in working conditions, changes in procedures, revisions of forms, improvement in employee morale, employee health or safety, or related improvements for which the monetary value cannot be determined, shall be eligible for an intangible award.

In determining the monetary value of an intangible suggestion, other than a safety suggestion, the following criteria shall apply:

- a. Degree or Nature of Benefit and Points
 - i. Minor improvement in methods, forms, facilities, equipment, etc. (5)
 - ii. Moderate improvement in methods, forms, facilities, equipment, etc. (10)
 - iii. Marked improvement in methods, forms, facilities, equipment, etc. (15)
 - iv. Improved employee relations, working conditions, service to the public or public attitude. (20)
- b. Extent of Application and Points
 - i. Single operation or facility (5)
 - ii. Several operations or facilities or a limited number of employees (10)
 - iii. A majority of the facilities or a majority of employees of at least one center (15)
 - iv. All facilities or employees (25)
- c. Ingenuity of the Idea and Points
 - i. Limited (5)
 - ii. Average (10)
 - iii. Very resourceful and clever (25)
- d. Cost of Adoption and Points

- i. Large (0)
 - ii. Moderate (5)
 - iii. Small or none (10)
- e. Effort Involved in Developing Suggestion and Points
 - i. No research involved (0)
 - ii. Average substantiation (5)
 - iii. Considerable personal research (10)
- f. Completeness of Proposal and Points
 - i. Not completely or clearly presented, requires considerable clarification (5)
 - ii. Basic facts sound, needed some refining (10)
 - iii. Facts clearly presented, little further effort to put idea into effect (15)
- g. The total points derived through application of the above criteria shall be used in conjunction with the following in determining the award to be given the employee:

<u>Total Points</u>	<u>Award</u>
0-39	\$0
40-55	not to exceed \$100
56-70	not to exceed \$150
71-85	not to exceed \$200
86-100	not to exceed \$250

VIII. In determining the value of a safety suggestion, the following criteria shall apply:

- a. Degree of Hazard – Includes defects or lack of safeguard which ordinarily might have resulted in accidents causing and Points:
 - i. Minor, non-disabling injuries, and/or slight property damage (10)
 - ii. Major, disabling injuries, or heavy property damage (15)
 - iii. Extreme, fatal, or permanent injury, and/or extensive property damage (20)
- b. Probability Before Improvement and Points
 - i. Slight exposure with possible occurrence of an accident (10)
 - ii. Appreciable exposure with likely occurrence of an accident (15)
 - iii. Considerable exposure with probably occurrence of an accident (20)
- c. Extent of Application and Points
 - i. One office or area of operation (10)
 - ii. Several locations (15)
 - iii. Service Area Wide or countywide (25)
- d. Effectiveness of Improvement and Points
 - i. Slightly reduces the hazard (10)
 - ii. Appreciably limits the hazard or effects of the hazard (20)
 - iii. Eliminates the hazard or possibility of disabling injury, or extensive Property damage (30)
- e. The total points derived through application of the above criteria shall be used in conjunction with the following in determining the award to be given the employee:

<u>Total Points</u>	<u>Award</u>
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Name of Nominator Telephone

Department

Signature of Nominator Date

Selection Committee Recommendation: Approve _____ Not Approved _____
Selection Committee Recommended Award: \$ _____

General Manager's Final Recommendation: Approve _____ Not Approved _____
Award \$ _____