



**MEETING OF THE ADMINISTRATIVE COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BOULEVARD, LAKEWOOD, CALIFORNIA 90712
11:00 A.M., WEDNESDAY, FEBRUARY 28, 2018**

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For information" or "For discussion" may also be the subject of an "action" taken by the Board or a Committee at the same meeting.

1. DETERMINATION OF QUORUM

2. PUBLIC COMMENT

Pursuant to Government Code Section 54953.3

3. WRD EMPLOYEE HANDBOOK UPDATE

Staff Recommendation: The Administrative Committee recommends the Administrative Committee receive and file the proposed changes from Staff and District Counsel and give further direction on the Employee Handbook development.

4. CLASS AND COMPENSATION STUDY UPDATE

Staff Recommendation: The Administrative Committee recommends the Board of Directors authorize the General Manager to negotiate a scope, fee and schedule with Segal Waters Consulting.

5. ADMINISTRATIVE CODE UPDATE

6. ADJOURNMENT

The Administrative Committee will adjourn to the regular meeting currently scheduled for March 28, 2018 at 11:00 a.m.

Agenda posted by the Board Deputy Secretary on February 23, 2018. In compliance with ADA requirements, this document can be made available in alternative formats upon request. In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the Board meeting, please contact the Board Deputy Secretary at (562) 921-5521. All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712. Agendas and minutes are available at the District's website. If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Chief Financial Officer at, or prior to, the public hearing. Any written correspondence delivered to the District Office before the District's final action on a matter will become a part of the administrative record.



MEMORANDUM

ITEM NO. 3

DATE: FEBRUARY 28, 2018

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: EMPLOYEE HANDBOOK DEVELOPMENT UPDATE

BACKGROUND

Employee handbooks are a common part of the workplace environment. They are used to communicate general expectations between employer and employee across a broad range of workplace topics. In the absence of a consolidated document, the District has utilized applicable sections from its Administrative Code and recurring Memorandum(s) of Understanding as its employee handbook. Recently, Internal Services Department was directed to develop and implement one (1) consolidated employee handbook for the District.

The standard ACWA-JPIA handbook is the actual working employee handbook for the ACWA JPIA and while it complies with current laws, it may not reflect the specific policies of WRD. For example, there are sections in the ACWA-JPIA handbook that discuss compensation and employee classifications; sections that are not as applicable

On January 24, 2018, the Administrative Committee authorized additional collaboration between the Internal Services Department and District Counsel to further refine the ACWA-JPIA template document to suit WRD's needs.

FISCAL IMPACT

None; there is no direct financial impact to not having an employee handbook. However, given the many liability situations that arise around employees, it is prudent to communicate employer-employee expectations in a standard form to all new and existing employees.

STAFF RECOMMENDATION

The Administrative Committee recommends incorporating the changes from the Union, Management and District Counsel into the Draft Employee Handbook and forward that document to the Board of Directors for consideration.

Attachment: Draft Employee Handbook



Employee Handbook

Revised [Month] 2018~~December 2016~~

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Section I — Handbook Interpretation and Introduction

This Handbook is intended to provide you with a general understanding of the [Water Replenishment District of Southern California's Association of California Water Agencies Joint Powers Insurance Authority's \(JPIA "WRD" or "District"\)](#) human resource policies, benefits, and rules. It is intended to familiarize you with important information about the [JPIA District](#) as well as information regarding your own privileges and responsibilities. Although it is not an employment contract or legal document, it is important that all employees read, understand, and follow the provisions of the Handbook. It may be changed from time to time by the [JPIA District](#). You will be notified in writing of any amendments and additions to these policies and procedures. Keep this Handbook, additions, and revisions on file for your reference.

This Handbook, however, cannot anticipate every situation or answer every question about employment, nor can it provide information that answers every possible question. Additionally, circumstances will undoubtedly require that guidelines, practices, and benefits described in this Handbook change. Accordingly, the [JPIA District](#) must reserve the right to modify, supplement, or rescind any provision of this Handbook from time to time, as it deems necessary. You will, of course, be advised of changes that occur.

The [JPIA District](#) is constantly striving to improve its operations, the services that it provides its members and its relations with its employees. You are encouraged to bring suggestions for improvements to the attention of your department head or the [Chief Executive Officer/General Manager](#). Additionally, if you have any questions or seek clarification, you should see your department head.

By working together, the [JPIA District](#) believes that it will share with its employees a sincere pride in the work place and the services that they are here to provide.

JPIAWRD -Mission Statement

The mission of the Water Replenishment District of Southern California is to provide, protect, and preserve high quality groundwater through innovative, cost-effective and environmentally sensitive basin management practices for the benefit of residents and businesses of the Central and West Coast Basins.

~~The ACWA Joint Powers Insurance Authority (JPIA) is dedicated to consistently and cost-effectively providing the broadest possible affordable insurance coverages and related services to its member agencies.~~

Section II — Introduction to Employment

A. Open Door Policy

The ~~JPIA~~District promotes an atmosphere in which you can talk freely with ~~the~~ management. You are encouraged to openly discuss with your department ~~head~~manager any problems so appropriate action may be taken. If they cannot be of assistance, the ~~Director of Administration~~Manager of Internal Services or ~~Chief Executive Officer~~General Manager is available for consultation and guidance. The ~~JPIA~~District is interested in ~~all of~~all its employees' success and happiness.

Commented [AQ1]: Include?

Commented [BM2R1]: "Open Door Policies" encourage open communication, feedback and discussion about matters of importance to employees. This language is fine; I think it expresses the District's stance in a concise manner.

B. Equal Employment Opportunity

It is the continuing policy of the ~~JPIA~~District to provide equal employment opportunities for all individuals ~~who have the necessary qualifications~~ with respect to recruitment, hiring, performance ~~appraisal~~evaluation, promotion, training, termination, compensation, or other personnel-related activities regardless of the actual or perceived ancestry, race, color, religion, sex, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age, genetic information, sexual orientation preference, or veteran/military status. All employee decisions will be based upon policies and practices that further the principles of equal employment opportunity.

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

C. Employment Status

~~All~~District management employees are hired on an "at will" basis, unless you are employed under a written contract stating otherwise. This means that you may resign at any time and that the ~~JPIA~~District may terminate you at any time, with or without ~~cause~~. At the end of this Handbook you will find a copy of an "at will" employment agreement. Please read this carefully, sign and return to the ~~Director of Administration~~Manager of Internal Services. An additional copy is provided for your records.

Commented [BM3]: Is this actually the "Employment Status" section?

Commented [AQ4]: Include reference to MOU with AFSCME?

Commented [BM5R4]:

~~District non-management employees are members of American Federation of State, County and Municipal Employees, AFL-CIO, Chapter 1902.~~

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

Commented [AQ6]: Is this the case?

Commented [BM7R6]: Yes, this is the case. Employees are required to complete a medical clearance with Immediate Medical Center.

Commented [BM8]: This seems out of place and "medically qualified" could be considered odd phrasing for a pre-employment exam.

Commented [BM9]:

E.D. Employment of Relatives

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

cause some discomfort for the individuals involved.

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

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

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

2-1. Marriage or Development of Involved Personal Relationships While Employed

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

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

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

3-2. Exceptions

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

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

F.E. New Employee Orientation

As a new employee, you will be provided a formal orientation that will include:

- an initial meeting with your managersupervisor;
- a tour of the facility;
- a meeting with the Director of Administration Manager of Internal Services to review the benefits, office procedures and employee Handbook;
- training as needed for your position (including basic training as outlined in the New Employee Orientation Checklist); and
- a meeting with each department head-manager to learn about their specific departments.

G.F. Initial AppraisalEvaluation Process

As part of the hiring process, your managersupervisor will may conduct an initial appraisalevaluation within the first 30 days on the job. This appraisalevaluation will provide expectations, goals, and objectives to be completed according to timelines set for a particular position through the probation period. The timelines are 90 days for non-exempt employees and 120 days for exempt employees. Following the timeframe noted above, your manager supervisor will then conduct a formal Performance AppraisalEvaluation.

This appraisalevaluation process is considered part of the hiring process.

Newly hired employees, who are still in their initial evaluation process, must get approval of their manager supervisor to take any paid time off.

J.G. Employee Classifications

Upon successfully completing this initial appraisalevaluation process, you will then be classified into one of the following categories:

1. Full-Time Regular Employee

Defined as employees who have successfully completed their-an initial appraisalevaluation process and are assigned a definite work schedule of at least 30 hours per week and their employment is expected to continue for an indefinite period of time. Full-time regular employees are eligible for employee benefits as described later in this Handbook. Full-time employees that work less than 40 hours per week, but 30 or more hours per week, will have benefits pro-rated according to the number of hours worked, in accordance with the following policies and requirements of vendors.

2. Part-Time Regular Employee

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

3. Temporary Employees

Defined as an employee who is hired to perform a specific task or to be

Commented [BM10]: We might also consider highlighting this section for District HR Staff. This is a pretty ideal On-Boarding process and it is aligned with what we should see in MIP (HR Management Software).

Commented [BM11]: Is this really "Probation?"

Commented [BM12]: The first two sentences express the idea concisely. *We could* keep these last sentences, but I feel they reiterate unnecessarily.

Commented [AQ13]: MOU 1.3 defines employee as an individual employed in a regular full-time position. MOU does not define other employees but does include provisions for part-time employees and probationary employees.

What classifications do you want to include? What benefits does each receive?

Commented [AQ14]: Brandon believes that temporary employees may be receiving CalPERS benefits. Is that so?

Commented [BM15R14]: I believe we have one "Temporary" employee who has exceeded the 1,000 hour requirement and should probably be enrolled in CalPERS and receive paid regular holidays. I don't believe he is currently receiving CalPERS benefits.

employed for a temporary period of time. Regular temporary employees are limited to six months on the job for full time employment or 1,000 hours or 125 days in a fiscal year. They are not eligible for vacation and holiday benefits; however, are eligible for sick leave as described later in this Handbook.

4. Extended Temporary Employees

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

- Enrollment in the CalPERS system, or payment into the system if already a member, with the [JPIADistrict](#) paying the employer portion.
- Paid regular holidays as they fall within their service period

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

In addition, employees are also classified as Non-Exempt or Exempt.

5. Exempt/Non-Exempt Employee

Employees whose jobs are governed by the FLSA are either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay. Exempt employees are not. Most employees covered by the FLSA are non-exempt. Some jobs are classified as exempt by definition. For most employees, however, whether they are exempt or non-exempt depends on (a) how much they are paid, (b) how they are paid, and (c) what kind of work they do.

The requirements to determine this status are outlined in the FLSA Regulations (promulgated by the U.S. Department of Labor). See the [Director of Administration-Manager of Internal Services](#) if you have questions.

K.H. Rehired Employees

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

L.I. Promotions

It is the [JPIADistrict](#)'s intent to promote from within whenever possible. However, it is in the [JPIADistrict](#)'s best interest to fill all positions with the best qualified individual. When opportunities occur within the organization, promotions and transfers will be based upon an employee's qualifications and performance. In general, only employees who have been at their present job assignment for at least six (6) months will be considered.

M.J. Temporary Upgrades

Commented [AQ16]: MOU 28.6. provides for the reinstatement of employees, but not the rehiring of a former employee. Please provide currently policy.

Commented [BM17R16]: Both MOU and Admin Code are silent on "Rehired Employees." We can propose something here for management (this language is fine), but would require Meet and Confer with Union for MOU.

Commented [AQ18]: See MOU Article 38. MOU provides more. Should we include?

Commented [BM19R18]: Yeah, I think we could replace the entire section with the language in 38.3.

Whenever temporary positions are available within the [JPIADistrict](#) or regular positions are filled on a temporary basis, it is the [JPIADistrict's](#) intent to give employees an opportunity to apply for such positions.

If management feels that none of the applying employees are fully qualified for the temporary position, he/she may recruit outside candidates with the qualifications necessary to fill the position.

If you do not agree with the management's decision on who was selected for the temporary upgrade, you should discuss this with them. If a resolution is not reached, the [manager-supervisor](#) should arrange to have you discuss the matter with the ~~Chief Executive Officer~~[General Manager](#).

When the temporary positions end, it is the [JPIADistrict's](#) intent to give the employees who were temporarily advanced an opportunity to return to their former positions.

N.K. Work Hours

The standard work week begins at 12:01 a.m. Sunday and ends at 12 midnight the following Saturday. The normal work hours are Monday through Friday, 7:30 a.m. to 4:30 p.m., depending upon operational requirements. Office hours are 7:30 a.m. to 5:30 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. on Fridays. Non-management employees work a 9/80 schedule. Management staff works Monday through Friday. Since the JPIADistrict is a service organization, normal work may fluctuate with claims or member demand. As a general rule, departments are to be manned from 7:30

a.m. to 4:30 p.m. with the exception of the lunch hour from 12 p.m. to 1 p.m. If changes in your work schedule are required or desired, your manager will notify you or respond to your request at the earliest opportunity. You may be required to work overtime or hours other than those normally scheduled. It is the JPIADistrict's intent to allow you maximum flexibility in scheduling your time while still meeting the needs of the organization.

Commented [AQ20]: Correct hours.

Commented [BM21R20]: Included a statement about standard work hours.

Q.L. Alternative Work Schedule

0.—Employees may be granted an alternative work schedule at the discretion of the General Manager. Requests for alternate work schedules must be approved by your Manager and submitted to the General Manager thirty (30) days prior to the proposed schedule change.**Purpose**

This policy is established in order to gain the maximum efficiency for the JPIADistrict and allow the employee additional opportunities to enjoy their non-work hours.

0.—Workweek Schedule

The [JPIADistrict's](#) normal workweek consists of five/eight-hour days (40-hours per week), Monday through Friday. The [JPIADistrict](#) has established a 9/80 work schedule for staff subject to the guidelines below. It is important to note that the Alternative Workweek Schedule is not appropriate for all positions, or in all settings, or for all employees.

0.—Participation Criteria

Commented [AQ22]: WRD provide? If so, review provisions L(1) – L(4).

Commented [BM23R22]: I don't see any language in MOU or Admin Code about allowing an alternative work schedule. However, we currently have a couple of employees with alternative schedules and they requested them through the GM.

- ~~The Alternative Work Schedule will be initiated on a trial basis and may be discontinued at any time at the request of either the employee and/or management. The JPIA District reserves the right to suspend the arrangement in the event of unanticipated circumstances regarding employee performance or operational needs.~~
- ~~Eligibility to participate in the alternative program is subject at all times to the needs of the JPIA District and may be modified as these needs dictate. Certain positions may be ineligible for participation due to necessary work schedules.~~
- ~~Service to the members must be maintained, including adequate phone coverage. It is essential that each department be staffed from 7:30 a.m. to 4:30 p.m. Monday through Friday (except during the noon hour).~~
- ~~Timeliness, quality, and quantity of work must be maintained.~~
- ~~Priority work must be accomplished in a timely manner.~~
- ~~A satisfactory attendance record and continued satisfactory work performance must be maintained.~~
- ~~All participants must agree to abide by the guidelines.~~
- ~~In order for this program to be successful, it is important that employees communicate with their co-workers and managers regarding any critical issues that may arise on your day off.~~

~~Non-Exempt Employees~~

- ~~Participants will work 80 hours over a two-week period; eight nine-hour workdays and one eight-hour workday. Friday's are the designated days off. The eight-hour workday and the day off are to be regularly scheduled.~~
- ~~Employees will be paid overtime (time and a half) for hours worked in excess of 40 hours in any work week, or they can request comp time according to the JPIA District's policy.~~
- ~~It is required that employees have 40 hours in each workweek to equal 80 for the two-week pay period.~~
- ~~The normal workweek will begin on Friday, four hours into the work shift and ends on the following Friday four hours into the work shift.~~

~~Exempt Employees~~

- ~~Exempt employee's schedules participating in this program are based on a 40-hour workweek utilizing the 9/80 schedule noted above. You are required to devise a work schedule with your manager in advance to coincide with your job responsibilities and the needs of the JPIA District.~~
- ~~There will be no alternative workweeks scheduled during any pay period with two or more holidays.~~
- ~~If you are taking more than two days off in any two-week pay period, for any reason, you will be required to revert back to the original five-day~~

~~work schedule. You will not be able to take a 9/80 day off during that pay period.~~

- ~~• If you work a 9/80 schedule and are unable to take your day off due to work restrictions, you will not be entitled to carry that day over. It is recommended that you adjust your workweek accordingly and revert back to the normal schedule.~~
- ~~• If you work a 9/80 schedule, half days worked count as half a day only. Half days worked do not count as a full nine-hour day.~~

1. **Procedures**

- ~~• Payday shall be every other Tuesday. If a payday occurs on a District holiday, payment will be made on the preceding workday, if practicable. Changes in rules and regulations in regard [to] scheduled payday can only be made by mutual consent.~~
- ~~• Pay periods will cover two weeks, or 26 pay periods per year. Any hours worked over 80 hours per pay period will not be carried forward to upcoming pay periods. The “slate” starts clean at the beginning of each new two-week pay period.~~
- ~~• Time sheets will be for a two-week/80-hour period and need to be submitted to Payroll by 9 a.m. on the Monday following the end of the pay period.~~
- ~~• Each department director/managersupervisor will manage their department schedule. All staff is expected in the office on Mondays, unless granted approval by their manager in advance.~~
- ~~• Once participants are committed to an alternative schedule, it is expected to be followed for that pay period. Keep in mind that a scheduled day off will be treated just like any other Saturday or Sunday. If you get sick, the time will not be recognized as paid sick time.~~
- ~~• Holiday occurring on an employee’s regularly scheduled work day will require charging the number of hours/day, similar to employees working a regular schedule.~~
- ~~• Holiday that falls on an employee’s regularly scheduled day off will require charging the number of hours/day and be given an alternate day off within the next 30 days.~~
- ~~• Vacations and Sick Leave absence of at least one full day but less than a full week will require charging the number of hours/days the employee was normally scheduled to work on the specified day(s).~~
- ~~• Vacations and Sick Leave absence of two or more days will require the employee to revert back to a traditional schedule to ensure no more than 40 hours/5 days in any given week is docked from leave accruals.~~
- ~~• If an employee is needed to assure adequate coverage during a period when a counterpart is on vacation or out of the office for one week or more, or any time the JPIADistrict requires, they may be required to revert back to a five-day/40-hour work week.~~

Commented [AQ24]: See MOU 7.3. “Payday shall be every other Tuesday. If a payday occurs on a District holiday, payment will be made on the preceding workday, if practicable. Changes in rules and regulations in regard [to] scheduled payday can only be made by mutual consent.”

- ~~Participants in the alternative program that take extended leaves for any reason, will be removed from the program for the duration of the leave.~~
- ~~This program may be discontinued at any time.~~

GG.M. Overtime

Due to varying workloads and cycles throughout the [JPIADistrict](#), your manager may ask you to work beyond your normal shift. The [JPIADistrict](#) will pay all hourly employees overtime pay for hours worked over forty (40) hours in a work week. Although the [JPIADistrict](#) will endeavor to provide advance notice of an overtime request, this is not always possible. Overtime work by non-exempt employees should be approved by their [managers-supervisors](#) in advance of being worked when feasible. Overtime is paid at a rate of one-and-one-half (1-1/2) times the normal hourly rate.

Paid compensatory time-off may be given to non-exempt employees at a rate of one-and-one-half (1-1/2) hours for each hour of overtime if you and the [JPIADistrict](#) agree to the time off from work in lieu of earned overtime pay. By law, you must request in writing your desire for compensatory time off in lieu of overtime monies. If you wish to take compensatory time, a written request for the time off must be submitted and approved by your [manager-supervisor](#) in advance of the time requested. Compensatory time for non-exempt employees must be taken within thirty (30) days following the date on which the overtime was worked.

For exempt personnel, no compensatory time will be accrued. Requests from exempt personnel for time off of a day or more at a time with pay must be approved in advance by their [manager-supervisor](#) and the [Chief Executive Officer/General Manager](#).

Non-approved overtime will be paid but may subject the employee to disciplinary procedures.

1. Time Worked

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

2. Overtime

Overtime pay is calculated at one-and-one-half the regular rate of pay for all hours worked over forty (40) hours in one work week. Hours paid for hours not worked, e.g., holidays, sick days, and vacations, do not count toward hours worked for overtime computation purposes.

3. Holidays Worked

Non-exempt employees who work on an organization-recognized holiday shall be paid their straight-time rate of pay for hours actually worked on the holiday. Unused holiday time will be carried at straight time and should be used within 30 days.

DD.N. Attendance

The [JPIADistrict](#) relies on you to consistently "[provide, protect, and preserve](#)

Commented [BM25]: I'd say replace this entire section with Admin Code Section 11.6. I didn't see any direction references to overtime or compensatory time in the MOU. It makes a specific reference to a cap for Comp Time, 240.

~~high quality groundwater through innovative, cost-effective and environmentally sensitive basin management practices provide “high-quality, cost-effective risk control and risk financing services~~ to its members.” You must routinely interact with other staff, members, vendors, and the general public to effectively meet these objectives. Good attendance is essential to providing these objectives and is an indicator of effective employee performance.

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

The professionalism that you bring to your position and the [JPIADistrict](#) is valued, and it is anticipated that you will manage your own good attendance. There are occasions, however, when attendance guidelines are beneficial and necessary to direct employees and ~~managers~~[supervisors](#).

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

The [JPIADistrict](#) intends to maintain a positive environment that supports its goals while recognizing individual needs and circumstances. If attendance issues arise, please speak with your ~~manager~~[supervisor](#) who can discuss the impact of your attendance on the [JPIADistrict](#)'s goals and your individual performance. Please note that it is your responsibility, however, to understand the guidelines listed in item B of the Employee Relations section of this Handbook.

If you fail to report to work for three consecutive workdays without notice or approval by your ~~managers~~[supervisor](#), the [JPIADistrict](#) may consider that you have abandoned your job and your employment may be terminated.

EE.O. Rest and Break Time

Full-time (40-hour/week) non-exempt employees are encouraged to take a 15-minute break in the morning and a similar break in the afternoon in order to "break" up the day and as a relief from office routine and tension. You are free to retire to the lunchroom, exit the building for a quick walk, or just sit outside on the benches provided. Less than 40-hour/week employees should clarify with their manager appropriate rest and break times.

Full-time non-exempt employees are required to take at least a 30-minute lunch break. An exception could be made if you were working less than 8 hours/day (i.e., six hours) and requested that you not be required to take a lunch break. Under these circumstances, please meet with your manager for their decision of whether or not to require you to take a lunch break.

FF.P. Compensation Plan

Commented [AQ26]: See MOU Article 7 – Salaries.

The foundation for the JPIADistrict's compensation is based on the following key principles:

- **Pay for Performance**—You earn your compensation. Superior performance equals superior compensation. If you create results, you will be rewarded.
- **Providing Opportunity**—Career opportunities are available, further education is promoted, and compensation levels are competitive.
- **Program Flexibility**—The management has the ability to pay you according to performance levels rather than being limited to narrow ranges based on a job title. With this flexibility, pay can be used as a powerful communication and management tool. Responsibilities can broaden and pay opportunity can increase without having to change jobs.
- **Employees Have a Significant Stake in the JPIADistrict**—You have the biggest stake in the JPIADistrict. It is through collective performance that results are created. (i.e., Executive Committee is looking for image, leadership, behavior, morale, overall performance).

Commented [AQ27]: Is this true at WRD?

Commented [BM28R27]: Yes, there is some flexibility within positions to make more money. However, totally not something I would write into the handbook.

Commented [BM29]: This is fluff.

Commented [AQ30]: See MOU 7.6.

Commented [BM31R30]: It would probably be easiest to replace the entire

Commented [BM32]: This practice (if it was ever practiced) is illegal as of January 1, 2018.

6.1. Salaries

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

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

Commented [BM33]: This is true, but I don't think it needs to be written into the handbook.

9.2. Compensation Review and Merit Increase

Reviews may occur annually. Your manager-supervisor and the Chief Executive Officer/General Manager will evaluate the performances based on the outcome of the performance appraisal evaluation, the position of the salary within the range and job responsibilities.

Merit increases, if any, are given based on performance and in accord with current business circumstances of the JPIADistrict. All of these factors determine salary changes within the pay range. **There are no automatic pay increases.** It is the JPIADistrict's objective to adjust a salary level that best represents performance level and responsibilities in accord with current business circumstances.

Commented [AQ34]: Include MOU Article 7.1, which says there shall be a merit salary increase for all employees pursuant to schedule included in 7.6?

Commented [BM35R34]: Yes, employees are available for merit increases 6 months after a promotion and each July. If you're comfortable with the language from 7.6, I would say we go with that.

Note: Any employee on written warning may be ineligible for merit pay increases, incentive/bonus program, promotion, and flex time.

10.3. Promotional Increase/Demotion

A promotion occurs when you accept a position that is in a higher level grade. A salary increase is generally given to recognize increased job responsibilities.

A demotion occurs when you accept a job at a lower level.

Commented [AQ36]: See MOU Article 7.1.

Commented [BM37R36]: Can we resolve the conflict here by adapting to the language that's already in the MOU?

11.4. Administrative Increase/Decrease (Adjustment)

Commented [AQ38]:

An administrative increase is an increase in salary within a salary range. It is given to recognize employees who accept a significant increase in responsibilities or have demonstrated significant "growth" in a position.

Current salary level, increased responsibilities, and current business circumstances will be considered when determining a possible salary increase.

An administrative decrease is a decrease in salary within a salary range if the value of the job has decreased.

12.5. Pay Increases

Minimum and maximum salary ranges have been established for each position. These ranges are reviewed and may be upgraded annually for inflation.

Commented [AQ39]: See MOU 7.6.

Commented [BM40R39]: This is true, don't think the MOU is relevant

13.6. Employee Incentive Plan

The plan is effective each fiscal year, **if approved by the Executive Committee. There is no guaranteed incentive award.** The objectives are:

- To promote a culture that is results driven
- To promote a payout based on performance and teamwork
- To promote an equitable program for eligible employees
- To share the [JPIADistrict](#)'s success with its employees

Eligibility Requirements:

- Full-time employees (temporary employees at ~~Chief Executive Officer~~[General Manager](#)'s discretion)
- A performance rating of 3 or 4 on the Performance Level/Merit Increase Target Matrix
- Must be employed by the [JPIADistrict](#) at the time payouts are made
- Must have completed the initial [appraisal/evaluation](#) process by the end of the fiscal year for which payouts are made
- Any employee on progressive discipline may be ineligible for an incentive bonus

Commented [AQ41]: Does WRD provide?

Commented [BM42R41]: No

GG-Q. Performance Appraisal/Evaluations

The [JPIADistrict](#) maintains a policy of evaluating your job performance as a means of measuring the efficiency and effectiveness of operations and providing you with meaningful information about your work. Effective performance [appraisal/evaluations](#) also aid in making personnel decisions related to such areas as training, merit pay increases, promotion, job assignments, retention, and long-range planning. The process is intended to be participatory in nature, involving you and your ~~manager~~[supervisor](#).

The process is designed to be as objective as possible, focusing on overall performance in relation to job responsibilities and also take into account

Commented [BM43]: Delete

conduct, demeanor, and record of attendance and tardiness. In addition, special written performance [appraisalevaluations](#) may be conducted by your manager at any time to advise you of the existence of performance or disciplinary problems. The use of such a system does not waive either the [JPIADistrict's](#) or your right to terminate employment at any time with or without cause.

1. Overview

As a new employee, you will be evaluated at the end of your initial [appraisalevaluation](#) process to provide management with the opportunity to review your job performance. It will also provide you with an opportunity to become comfortable with your job position. Major objectives will be outlined by your [managersupervisor](#) at this [appraisalevaluation](#).

~~Thereafter, you~~ You will be evaluated ~~once a year on July 1, twice yearly, approximately March 1 and September 1. The March 1 appraisal evaluation is a "check point" to review the objectives set at the prior appraisal evaluation with suggestions for improvement as necessary. The September 1 date is the yearly appraisal evaluation that will provide a rating to be used in any compensation changes and incentive awards.~~ Job descriptions should be reviewed at each [appraisalevaluation](#) and updated accordingly.

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

Substandard ratings mean any rating below the rating level of "satisfactory". Employees receiving a substandard rating may have their employment conditions modified in any of, but not limited to, the following:

- Ineligibility for promotional consideration until the deficiency is corrected;
- Withholding of a merit or performance-based pay increase until the deficiency is corrected;
- Transfer to a comparable position or demotion for an indefinite period to a position in which competency can be reasonably expected; or
- Termination.

If the employee's deficient performance has improved to an acceptable level or type of performance, while maintaining the satisfactory performance in all other respects, the rating management may recommend the use of a corresponding merit or performance pay increase and restoration of promotional consideration.

HH.R. Access to Personnel Records

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

1. Persons Other Than the Employee

Commented [BM44]: This is true

Commented [AQ45]: How are evaluations conducted?

Commented [BM46R45]: July 1 of every year after initial.

Other employees of the [JPIADistrict](#) may have access to personnel files only if they have a "need to know." This means access is limited to:

- Administrative Department staff as they need access in the course of their normal duties;
- Management considering an employee for promotion or transfer into their departments; and
- Others only as specifically authorized by the ~~Chief Executive Officer~~[General Manager](#).

Non-employees may not, except with specific authorization, have access to the files themselves. Generally, such access will be granted only upon advice of counsel. Access of outsiders to information in a file is governed by the [JPIADistrict](#)'s policy on references.

Commented [AQ47]: Include that Directors also do not have access to files?

Commented [BM48R47]: No

2. The Employee

You may inspect your own personnel file in the presence of the ~~Director of Administration~~[Manager of Internal Services](#) or ~~Chief Executive Officer~~[General Manager](#). You may designate a representative to inspect/receive a copy of your personnel file. A request form is available on The Fountain or on the network under Publications.

Section III — Payroll Administration

A. Employee Self-Service

Employees can access their payroll, benefits, and similar information on the Employee Self-Service site located on the [JPIADistrict](#)'s network.

Commented [AQ49]: Can employees access info on WRD's network?

Commented [BM50R49]: Yes, there is an existing intranet for employees. However, the plan is to expand the Employee Portal so I think this is fine.

B. Time Sheets

You are required to keep an accurate record of your time ~~on the forms provided by the JPIADistrict in the District's MIP ABILA payroll management module. Employees should enter the hours spent performing various tasks with as much detail as possible in the MIP ABILA payroll management module. The use of time sheets assures proper cost accounting. Exempt and non-exempt employees fill out separate forms. You must submit signed time sheets on a bi-weekly basis. The time sheet should be completed in a neat and orderly manner (so that all entries are easily read) and submitted on the afternoon of the last working day of the pay period.~~

Commented [AQ51]: What is the policy with time sheets?

Commented [BM52R51]: There isn't an existing policy. Practice is that employees currently enter their time into the MIP ABILA payroll management module. The Finance Department picks up the numbers from there and processes payroll.

~~Vacation, sick, and holiday time must be entered on the time sheet. Vacation, sick and holiday time is tracked by the system.~~

C. Sign-In Sheets

You are asked to sign in and out every time you enter or leave the premises, primarily so the receptionist will know how to forward telephone calls and, in the event of an emergency, where the roster will be used to check attendance.

D. Paydays

You are paid every other ~~Friday-Tuesday~~ for the two weeks prior. Pay checks are distributed by noon time, however, you may elect direct deposit and funds will be available on that payday Friday.

Commented [AQ53]: What are correct days?

Commented [BM54R53]:

E. Garnishments

A garnishment is a court order requiring the [JPIADistrict](#) to remit part of an employee's wages to a third party in payment of a just debt. Because garnishments involve the [JPIADistrict](#) in its employees' private financial affairs, it is requested that you handle your finances appropriately.

F. Payroll Deductions

State and Federal laws require the [JPIADistrict](#) to make proper deductions on its employees' behalf. Amounts withheld vary according to earnings, marital status, and number of exemptions claimed.

Required deductions include Federal Income Tax, FICA "Medicare Only" Contribution, State Income Tax, and PERS.

G. Direct Deposit

Direct deposit of your paycheck is available. To take advantage of this service, you need to complete the "Direct Deposit" form, attach a voided check, and

Commented [AQ55]: Available?

Commented [BM56R55]: Yes. It works just like it reads here.

return them to the ~~Administrative-Finance~~ department.

H. Changing Your Employee Information

Your current address and phone number are essential for many purposes. These changes should be noted in writing or via email as soon as possible. You are solely responsible to notify the [Director of Administration-Manager of Internal Services](#) of changes in your personal status including, but not limited to:

- Name and/or marital status
- Address and/or telephone number ~~(employee makes changes to bswift)~~
- Number of eligible family members
- Tax payroll deductions
- Emergency contact information
- Changes to deferred compensation

I. Deferred Compensation

When you make any changes that affect the amount of money deducted from your paycheck, it is your responsibility to give a copy of the paperwork to the Accounting Department so that changes can be made to your paycheck.

Commented [AQ57]: See MOU Article 21. MOU says WRD has the Deferred Compensation Employee Match Program. Wish to include?

Commented [BM58R57]: Yes

Section IV — Employee Benefits

A. Introduction

The [JPIADistrict](#) has developed a broad, comprehensive set of employee benefit programs to supplement your regular wages. The [JPIADistrict](#) is continually investigating opportunities to improve its benefits as budget limitations permit.

~~These employee benefit programs consist of two categories: insured and uninsured. Insured benefits are those that the JPIADistrict pays for through an outside source. Examples of these benefits are Medical, Dental, Life, and Disability insurance.~~

~~Examples of uninsured benefits are vision care, vacation, sick, and holiday pay. These are benefits that are paid for directly by the JPIADistrict and are available to you with conditions and specifications summarized in the following pages.~~

~~These benefits are "hidden costs" of approximately 40+% of salaries that go to supplement employees' incomes!~~

Commented [AQ59]: Please verify percentage.

Commented [BM60R59]: Delete this section.

B. Group Insurance Plans

The [JPIADistrict](#) provides group major medical, dental, vision, life, and Employee Assistance Program insurance at no cost to eligible employees and eligible dependents. You will receive information during the new employee orientation from the ~~Director of Administration~~[Manager of Internal Services](#).

Eligible employees are defined as regular full-time employees; see Section II. G. for [details](#).

Eligible dependent is defined [by then-current insurance policy](#). ~~They are defined as follows: as the following:~~

Commented [AQ61]: Only full-time employees receive benefits? Do part-time employees that exceed 1,000 hours?

Commented [BM62R61]: Correct. Currently, all full time employees receive benefits. No, the one temporary employee I'm aware of that has exceeded 1,000 hours does not receive benefits.

Commented [AQ63]: See Articles 11, 12, 13.

Commented [BM64R63]: I read through 11, 12 and 13. They don't seem to conflict. The language included here is generalized info about programs the District does provide. What changes would you make?

- Spouse;
- Children to their 26th birthday including children placed in the home for adoption;
- Unmarried children who were enrolled before age 26 and are incapable of self-sustaining employment due to physical or mental condition. A physician must certify in writing within 60 days this condition and it is subject to carrier approval.
- Children eligible for coverage as a result of a valid qualified medical child support order.
- Domestic Partner as defined by the State of California for state registration requirements.
- Those designated according to the law.
- For an eligible dependent to be eligible for coverages, a copy of a marriage license, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other identifying paperwork is required.

NOTE: It is the employee's responsibility to notify the [JPIADISTRICT](#) in writing upon divorce, termination of Domestic Partnership, over-age dependent, or any event that changes the status of dependency.

The following is a brief description of the plans available and is not meant to replace the actual wording of the policy, which makes the final determination of the benefits to be provided.

1. Medical Plan

- a. Persons Eligible: Regular full-time employees and their eligible dependents, [as defined by then-current insurance policy](#).
- b. Waiting Period: First day of the month following ~~one month of continuous employment~~ [the commencement of employment with the District](#).
- c. Employee Contribution: None.
- d. Employer Contribution: Total cost for employee and eligible dependents.
- e. ~~Health Savings Account~~ [Choice of Medical/Hospital Insurance Plans:](#)
[Blue Cross HMO \(CaliforniaCare\)](#)

[Blue Cross PPO Prudent Buyer Classic](#)

[Kaiser Permanente HMO](#)

- f. Benefits Provided: See information provided for details.

2. Retiree Health Benefits

a. Eligibility for Participation

All regular full-time employees are eligible for participation in the [JPIADistrict's Health Benefit Plan \(HBP\)](#). Regular full-time employees will require a minimum age of 55 years and a minimum ten years of employment upon retirement of active employment with the [JPIADistrict](#). Regular full-time employees working less than 40 hours per week and more than 30 hours per week will be eligible when they have reached a minimum age of 55 years and a minimum of 20,800 hours of service (2,080 hours = 1 year of service). Changes in employment status will be pro-rated accordingly. The following schedule should be followed:

Age + Years of Service		JPIA's Percentage of Premium Payment
65	=	50%
66	=	55%
67	=	60%

Commented [AQ65]: See MOU Article 17 – Continuation of Benefits

Commented [BM66R65]: Yes, this should match or make reference to the MOU

Commented [AQ67]: See MOU Article 17, paragraph 1.

Commented [BM68R67]: Should we just this Section from the MOU?

Commented [AQ69]: What are WRD's eligibility requirements?

Commented [BM70R69]: WRD offers retiree benefits to full-time employees (after they retire).

Commented [AQ71]: See Chart in MOU Article 17.

68	=	65%
69	=	70%
70	=	75%
71	=	80%
72	=	85%
73	=	90%
74	=	95%
75+	=	100%

For example, the combination of age (minimum 55) plus years of service with the JPIA (minimum 10) equals 65 points, which would make the employee eligible for 50% of his/her benefits to be paid for by the JPIA upon retirement from the JPIA. Points will be added in increments of five percent for each additional year of service with the JPIA until the combination of age and of JPIA service reaches 75 points (maximum number), at which time the employee would be eligible for 100 percent of his/her benefits being paid for by the JPIA upon normal retirement from the JPIA.

b. Participation in the Retiree Health Benefit Plan (RHBP)

All eligible retirees will participate in the RHBP, as well as eligible dependents, as defined in [Section B above District's then-current insurance policy](#), and in accordance with current law. It is the retiree's responsibility to notify the [JPIA District](#) in writing of any changes.

Eligible Dependent

An eligible dependent of an eligible employee will automatically be enrolled in the RHBP, with premiums being paid according to the eligible employee's status on the matrix provided, regardless of the dependent's age. [Defined by District's then-current insurance policy.](#)

Surviving Spouse/Domestic Partner

A surviving spouse/domestic partner of an active employee (not yet a RHBP participant) who has met at least the minimum age and service requirement, may participate in the RHBP, if the surviving spouse has not remarried or entered into a new domestic partner relationship. Premiums will be paid as indicated in the Premium Payments section below.

Change in Marital/Domestic Partner Status

An eligible spouse who is divorced from an eligible employee before the employee participates in the plan will not be eligible to participate in the plan. A spouse who is divorced from an eligible employee or a domestic partner who changes their status from an eligible employee after the employee becomes a participant in the plan will lose their benefit. It is the retiree's responsibility to notify the [JPIA District](#) in writing if this situation arises. In accordance with the law, they may continue to participate in the plan only for the period mandated by COBRA and only

Commented [BM72]: Did you want to use the Schedule for Article 17?

Commented [AQ73]: Is "RHB" WRD term? If not, correct.

Commented [BM74R73]: The MOU and Admin Code don't reference retirement with a specific name. I think Retirement Health Benefit Plan is fine as a title. At least readers will know what is being referenced.

Commented [BM75]: We might need to use this more generally in this section to refer readers back to the MOU.

Commented [AQ76]: Restrictions are not included in MOU. Include?

See MOU Article 18 – SURVIVORS BENEFIT "Medical and dental insurance and medical expense reimbursement shall also be provided to the surviving spouse/domestic partner and dependents of any employee who otherwise qualifies for continuation of benefits, as determined by the District's current insurance policy.

Commented [BM77R76]: No

Commented [AQ78]: Provision is not included in MOU. Include?

Commented [BM79R78]: No

~~if the premiums are paid.~~

~~Dependent Children~~

~~A dependent child of an RHBP participant must be enrolled in the RHBP at the time of the retirement of the employee to receive the RHBP's benefit. It is the retiree's responsibility to notify the JPIADistrict in writing if this situation changes.~~

Commented [AQ80]: Provision is not included in MOU. Include?

Commented [BM81R80]: No

~~Terminated Employees~~

~~Employees that have attained eligibility status for the RHBP and have been terminated before enrollment in the RHBP are ineligible to participate.~~

Commented [AQ82]: Provision is not included in MOU. Include?

Commented [BM83R82]: No

~~Premium Payments~~

~~Premium payments are due and payable to the JPIADistrict by the first of the month, according to the matrix.~~

Commented [AQ84]: Provision is not included in MOU. Include?

Commented [BM85R84]: No

~~Non-payment of Premiums~~

~~Participants in the RHBP that have defaulted on their portion of the premium payments will be eliminated from the plan. They may continue to participate only for the period mandated by COBRA and only if the premiums are paid.~~

Commented [AQ86]: Provision is not included in MOU. Include?

Commented [BM87R86]: No

~~e. Plan Benefits~~

~~The RHBP is designed to offer the same health benefits coverage to JPIADistrict retirees as currently offered to active employees. The option selected by the retiree, at the time of retirement, will be the option in force until the following Open Enrollment. Retirees will be offered the right to change plans during annual Open Enrollment. However, dependents not enrolled at the time of retirement may not be added. Retirees who waived coverage previously may not elect to enroll. Elections made during the Open Enrollment period, typically in November, remain in force for the duration of the following calendar year with this exception. If the retirement occurs after the close of Open Enrollment but before January 1, a new plan election may be made to take effect January 1.~~

Commented [AQ88]: Include?

Commented [BM89R88]: No

~~Change in Geographic Location~~

~~Retirees who do not live within service areas of the JPIADistrict's health plan providers may receive reimbursement for health insurance premiums paid. Upon receipt of proof of address outside of the JPIADistrict plans' service area and proof of insurance coverage, and a billing itemizing premium payment, the JPIADistrict will reimburse the retiree quarterly in a dollar amount equal to actual premium cost, but not to exceed the JPIADistrict's expenditure for that retiree's currently enrolled option. The reimbursement shall occur at the end of each three-month premium period and it is the responsibility of the retiree to~~

Commented [AQ90]: See MOU Article 20: Medical Reimbursement and Article 19: Modification or Non-Continuation of Medical, Dental and Reimbursement Account Coverage.

submit the required paperwork.

~~NOTE: Once a RHB participant leaves the JPIADistrict plan, they are ineligible to return.~~

Medicare Coverage

~~If eligible for Medicare, all RHB participants must be enrolled in Part A and B. Part B premiums are paid by the retiree, directly to Medicare. Part D premiums are also paid by the retiree, if any premium is due. Part D is typically premium-free, unless income exceeds the thresholds published by Medicare annually.~~

Commented [AQ91]: Provision is not included in MOU. Include?

d. Plan Components and Duration

~~The Executive Committee reserves the right to review, revise, and alter the JPIADistrict's RHB including carriers and coverage, depending on the cost of the program and the fiscal condition of the JPIADistrict. The Executive Committee reserves the right to eliminate the coverage or benefit contributions for employees and retirees not currently enrolled in the HBP.~~

Commented [AQ92]: Research if can be done.

3. Dental Plan

~~a. Persons Eligible: Regular full-time employees and their eligible dependents.~~

~~b. Waiting Period: First day of the month following one month of continuous employment the commencement of employment with the District.~~

~~c. Employee Contribution: None.~~

~~d. Employer Contribution: Total cost for employee and eligible family members.~~

~~e. Provider: As provided by the JPIA Delta Dental.~~

~~f. Benefits Provided: See information provided for details.~~

~~g.a. Where To File Claims: As provided by the carrier or see the Director of Administration/Manager of Internal Services. The District will provide dental insurance for its employees, their spouses/domestic partners and each of their dependents, as defined by then current insurance policy, will be provided with a choice of medical-hospital insurance policies including: Blue Cross HMO (CaliforniaCare), Blue Cross PPO Prudent Buyer Classir, or Kasier Permanente HMO. Coverage is provided a no cost to the employee and becomes effective on the first day of the month following the commencement of employment with the District.~~

Commented [AQ93]: See MOU Article 12: Dental

4. Vision Plan

~~The JPIADistrict's Vision Care Plan is designed to aid you in the purchase of a broad range of necessary vision care services and treatments. For the plan to work successfully, it is important that costs be kept reasonable. The~~

Commented [AQ94]: Does WRD provide?

Commented [BM95R94]: There is not a vision plan. However, dependents are eligible for the District's Health Reimbursement Account (Article 20). Those funds can be used to cover the costs of vision care.

~~costs are governed by the claims that employees submit.~~

~~When arranging vision care, discuss the charges with the eye care provider. Be sure you are satisfied that the charges are no more than you would pay if you did not have the vision plan and not more than is generally charged in your area for similar services. Also, be sure only necessary services are ordered.~~

- ~~a. Persons Eligible: Regular full-time employees and their eligible dependents.~~
- ~~b. Waiting Period: First day of the month following one month of continuous employment.~~
- ~~c. Employee Contribution: None.~~
- ~~d. Employer Contribution: Total cost for employee and eligible dependents.~~
- ~~e. Benefits Provided: You and your dependents will each be entitled to \$500 every two years in necessary vision care services and treatments as prescribed by an eye care provider. The "two-year window" begins when you submit your first claim or would go back to the date you submitted your last claim (providing that was within the past two years) and "roll" for a two-year period. This includes all vision exams, prescription lenses, frames, contacts, and other services. It will be your responsibility to keep track of these expenses.~~

~~It is expected, however, that you will first purchase any vision/eye care products needed to perform your job duties (i.e., computer use, safety glasses, etc.). Other needs, such as an extra pair of prescription glasses/sunglasses, special products, should be secondary when considering the \$500 benefit described above.~~
- ~~f. Where to File Claims: Request a copy of your vision care summary from Finance; fill out a "Check Request Form", attach all original receipts and your vision care summary, sign it and give it to your manager for approval. Your manager should forward the approved request to the CEO for approval; he will direct it to Finance. Finance keeps a running log of your expenditures to date.~~

5. Life

- a. Persons Eligible: Regular full-time employees (must be actively employed) and their eligible dependents.
- b. Waiting Period: First day of the month following one month of continuous employment.
- c. Employee Contribution: None. Supplemental coverage, including dependent, is optional and at your own expense.
- d. Employer Contribution: Total cost for employee and eligible dependents.
- e. Provider: As provided by the [JPIADistrict](#).

Commented [AQ96]: See MOU Article 13: Life and Accidental Death & Dismemberment Insurance

Commented [BM97R96]: Okay, I read through MOU Article 13... Can we change this to the language in MOU Article 13?

- f. Benefits Provided: Two times annual regular gross earnings to a maximum of \$300,000 payable to your designated beneficiary(s). Employees who have additional supplemental coverage are bound to the same maximum as the base coverage. For disability and dismemberment insurance limits, please see the policy.
- g. Where to File Claims: As provided by carrier or see the [Director of Administration/Manager of Internal Services](#).

6. Short Term Disability

- a. Persons Eligible: Regular full-time employees.
- b. Waiting Period: First of the month following date of employment.
- c. Employee Contribution: None.
- d. Employer Contribution: Total cost for employee.
- e. Provider: As provided by the [JPIA District](#).
- f. Benefits Provided: Short term disability insurance provides you with income protection if you become temporarily totally disabled from a covered sickness, accident, or pregnancy. The waiting period is 14 days from disability (accumulative sick time may be used during this time). The maximum benefit period is 11 weeks. Check policy for detailed information. Note these benefits are taxable. Any overpayment of benefits will require reimbursement.

See long term disability for continued coverage.
- g. Where to File Forms: As provided by the carrier or see the [Director of Administration/Manager of Internal Services](#).
- h. Note: The [JPIA District](#) does not pay into SDI and provides employees with a superior disability plan

Commented [AQ98]: See MOU Article 14: Short and Long-Term Disability Insurance.

Commented [BM99R98]: Can we change this to the language in MOU Article 14? That way it would read exactly what the MOU says.

7. Long Term Disability

- a. Persons Eligible: Regular full-time employees.
- b. Waiting Period: First of the month following date of employment.
- c. Provider: As provided by the [JPIA District](#).
- d. Benefits Provided: Long term disability insurance provides you with income protection after the short time disability insurance ends, and could continue beyond age 65 subject to an age reduction schedule. Check policy for detailed information. Note these benefits are taxable. Any overpayment of benefits will require reimbursement.

This long-term disability plan is restrictive to income from other sources. Check policy for further information.
- e. Employee Contribution: None.
- f. Employer Contribution: Total cost for employee.

Commented [AQ100]: See MOU Article 14: Short and Long-Term Disability Insurance.

Commented [BM101R100]: Same note as from above.

- g. Where to File Claims: As provided by carrier or see the [Director of Administration/Manager of Internal Services](#).

8. **Employee Assistance Program (EAP)**

- a. Persons Eligible:

Regular full-time employees [and their family members, as defined by then-current insurance policy](#).

- b. **Waiting period:**

First of the month following date of employment.

- c. **Provider:**

As provided by the [JPIADistrict](#).

- d. Benefits provided:

The Employee Assistance Program (EAP) provides confidential, professional assistance when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP encourages employees to use services early in the progression of a problem before situations significantly impact work. This is accomplished by promoting service for "normal problems in living" such as relationships, stress, legal and financial problems, career concerns, anxiety, and depression. The EAP also services more serious concerns such as alcohol and drug problems, family violence, and threats of suicide. Numerous additional resources are available.

- e. Employee Contribution:

None. [Any and all services outside of program coverage](#).

- f. Employer Contribution:

[Total cost for employee and eligible family members. Premium charged under the current program.](#)

- g. Who to contact:

~~Director of Administration/Manager of Internal Services or (800) 535-4985. MHN EAP Services, (800) 535-4985 TDD Callers: (800) 327-0801.~~

C. ~~COBRA~~

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

Commented [AQ102]: See MOU Article 16

Commented [BM103R102]:

Commented [AQ104]: What is waiting period?

Commented [AQ105]: Who is Provider?

Commented [AQ106]: Include correct phone number.

Commented [AQ107]: Include section on COBRA?

Commented [BM108R107]: No

1. Qualifications

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

2. Qualifying Event

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

3. Selection Period

Infinisource, Inc. [Entity name] will send written notification, upon notification to the JPIA District, to the employee/eligible family member of their right to elect continued coverage, the election period, and premium payments.

Commented [AQ109]: Include correct entity name.

4. Cost

The employee/eligible family member must pay a full monthly premium for each coverage selected plus a 2% administrative charge to Infinisource, Inc. [Entity name] by the first day of each month that the premium(s) are due.

Commented [AQ110]: What is cost?

5. Coverage Available

At the time of the qualifying event, whichever health insurance the employee/dependent is enrolled in (Kaiser, Anthem Blue Cross or California Care, Delta Dental, and JPIA District Vision Plan) will be considered the coverages available.

Commented [AQ111]: Include all plans.

6. Open Enrollment

Purpose: COBRA continuees have the same rights under the plan as active employees. This includes rights during open enrollment periods. When an open enrollment period occurs, COBRA continuees must be informed of their rights.

The Open Enrollment Notification should inform COBRA continuees of the open enrollment period, the options available during the open enrollment period and the monthly premium rates for those options.

It defines COBRA continuees as possible electees, electees and continuees. Possible electees are individuals in their 60-day election period; electees are individuals who have elected but have not yet paid; continuees are individuals who have elected and paid.

7. Special Note

There can be no interruption of coverage under COBRA.

~~8. Employee Notification~~

~~Because of the complexity of COBRA regulations, Infinisource [Entity name] has been contracted to carry out the notification and explanation to employees.~~

Commented [AQ112]: Include correct entity name.

~~D.C. Workers' Compensation Program~~

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

Commented [AQ113]: See MOU 8.6.

Commented [BM114R113]: Can we make a reference to the MOU and/or copy the MOU language here?

The cost of this coverage is completely paid for by the ~~JPIADistrict~~. Accumulated "Sick/Paid Time Off" may be used for the three-day waiting period, and to bring the employee's compensation up to, but not greater than, the employee's regular gross pay, at the discretion of the CEO. Employees needing follow-up medical appointments will be charged the time off from their accumulated "Sick/Paid Time Off" leave. Any overpayment of benefits will require reimbursement to the ~~JPIADistrict~~.

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

Commented [BM115]: This is fine but doesn't read exactly like the MOU.

~~E.D. California Public Employee Retirement System (CalPERS)~~

Rather than Social Security, the ~~JPIADistrict~~ offers to its eligible full-time employees a retirement plan under CalPERS. **Due to changes in the law, effective January 1, 2013, (PEPRA), the ~~JPIADistrict~~ will have two tiers of employees:** 1) Those employed before January 1, 2013, and those new employees eligible due to carryover within six months (as provided by PEPRA); 2) Those employed on January 1, 2013, and after

Commented [AQ116]: See WRD Administrative Code.

- 1. Persons Eligible:** Regular full-time employees, part-time employees reaching minimum hour requirement, and employees already CalPERS member.
- 2. Waiting Period:** Eligible from the first day of employment.
- 3. Employee Contribution:** Tier 1: During the first five years of service 7% of regular bi-weekly earnings (overtime earnings are not included). After five years of full-time service, the ~~JPIADistrict~~ will pay the employee's contribution. This is a tax-deferred contribution. Tier 2: Employee contribution of 6.5% of regular bi-weekly earnings.
- 4. Employer Contribution:** Varies according to experience rating.
- 5. Vesting Provisions:** You become vested after completion of five years of public service, be it with the ~~JPIADistrict~~ or another public employer who

participated in CalPERS. Vesting means funds may be left on deposit for future retirement. Should you leave the [JPIADistrict](#) and wish to withdraw your contributions, you may request a refund from CalPERS. The employer contributions are only paid upon retirement.

6. **Benefits Provided:** You will be eligible to retire when you have five years of service credit and have attained age 50 (Tier 1) or age 52 (Tier 2). Your retirement date can be any date you choose; however, the amount of the monthly allowance can be affected. Your age determines your benefit factor used in the retirement formula. So, you may decide to retire on your birthday or at a completed quarter year of age to increase the benefit factor. CalPERS will calculate the retirement benefits based on three factors: (1) years of service, (2) a percentage factor determined by your age at retirement, and (3) Tier 1: the final average monthly pay rate for the highest 12 consecutive months of work; Tier 2 the final average monthly pay rate for the highest 36 consecutive months. There is no mandatory retirement age.

7. **CalPERS Options**

The [JPIADistrict](#) contract includes several options and benefits for its employees, briefly described below. For more detailed information, refer to the “CalPERS” website or see the Finance Manager.

- **2% @ 60 (Tier 1)**
This formula provides to local miscellaneous members 2% of pay at age 60 for each year of service credited with that employer. For members who retire earlier, the percentage is reduced. See booklet.
- **2% @ 62 (Tier 2)**
This formula provides local miscellaneous members 2% of pay at age 62 for each year of service credited with that employer. For members that retire earlier, the percentage is reduced. See booklet.
- **Salary Cap**
The Public Employee Pension Reform Act (PEPRA) of 2013 included compensation limits for CalPERS retirement salary calculations (GC 7522.10). For any employee hired after January 1, 2013, the salary cap provided for the current year will be utilized (for 2015 the cap is \$140,424). For any Classic employee hired after 1996 and before 2013, there is also a cap (for 2015 the cap is \$260,000). For anyone hired before that, there is no cap.
- **One-Year Final Compensation (Tier 1)**
The period for determining the average monthly pay rate when calculating retirement benefits would be for the 12 highest paid consecutive months.
- **Three-Year Final Compensation (Tier 2)**
The period for determining the average monthly pay rate when calculating retirement benefits would be for the 36 highest paid consecutive months (3 years).

Commented [AQ117]: Correct figures/percentages.

- **1959 Survivor Benefit, 4th Level (if enrolled)**

The 1959 survivor benefit is paid along with the other death benefits, with the exception of the special death benefit, whether or not you were eligible to retire at the time of death. The fourth level provides a higher level of 1959 survivor benefits to survivors of a member who dies prior to retirement. The benefit is in addition to the Basic Death Benefit and the 1957 Survivor Benefit. The benefit consists of a monthly allowance, which may be paid to your eligible surviving spouse and children. A spouse is eligible until remarriage, if he or she (1) has care of eligible children, or (2) is age 60 or older. Monthly payments would be:

- Spouse with two or more eligible children or three or more eligible children only — \$2,280
- Spouse with one eligible child or two eligible children only — \$1,900
- One eligible child only or surviving spouse at age 60 or older until remarriage or dependent parents — \$950

- **Improved Non-Industrial Disability Allowance**

The disability retirement allowance would be 30% of final compensation for the first five years of service credit plus 1% for each additional year of service to a maximum of 50% of final compensation.

- **Post Retirement Survivor Allowance**

Upon the death of a member after retirement, an allowance shall be continued to the surviving spouse. A surviving spouse must have been married to the member at least one year prior to the member's retirement and continuously to the date of the retired member's death. For disability retirement, a spouse who was married to the member on the date of his or her retirement and continuously to the date of his or her death. If there is no surviving spouse, or the spouse later dies or remarries, the allowance shall be continued to the eligible unmarried children collectively until all reach age 18. Eligible children include disabled children over age 18 if the disability begins prior to age 18. If there is no surviving spouse or eligible children, the benefit would be paid to the surviving parent or parents of the deceased member who were dependent upon the member for support. If, at the effective date of retirement, the member has no eligible spouse, eligible children, or eligible dependent children, no survivor allowance shall be paid under this benefit.

- **Military Service Credit**

Military Service Credit As Public Service: A member may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment. The member must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to that period of service.

Military Service Credit for Retired Persons: The retired person must contribute an amount to the contributions for current and prior service that the employee and the employer would have made with respect to

that period of service. The retiree must not receive credit for the same military service with another publicly funded retirement system. The retired person's allowance would be increased only with respect to the allowance on or after the effective date of the election to purchase the service credit.

- **Credit for Unused Sick Leave**

To the extent as allowed by CalPERS, any unused sick leave accumulated at the time of retirement will be converted to credited services at a rate of 0.004 years of service for each day of sick leave.

- **Pre-Retirement Optional Settlement 2 Death Benefit**

This benefit is a monthly allowance equal to the Service Retirement benefit that the member would have received had the member retired on the date of his or her death and elected Optional Settlement 2. (A retiree who elected Optional Settlement 2 receives an allowance that has been reduced so that it will continue to be paid after his or her death to a surviving beneficiary.) The allowance is payable as long as the surviving spouse lives. There is a guarantee that the total amount paid will be at least equal to the basic Death Benefit.

- **Cancellation of Remaining Payments**

Payments owed by the member for the purchase of optional service credit upon the employment related disability of member (i.e. upon industrial disability retirement) can be cancelled, the final amount will be adjusted accordingly.

- **Local System Service Credit**

Local system service credit will be used in the computation of benefits payable under the basic death benefit for all local members (miscellaneous and safety) who were members of a local retirement system at the time the local system was discontinued.

Employees nearing retirement are urged to avail themselves of the retirement pre-counseling and planning available to them by CalPERS. CalPERS requires at least 90 days' notice in advance of planned retirement (as does Social Security for any previous services). However, the [JPIADistrict](#) strongly urges employees anticipating retirement to make their inquiries at least six months to one year in advance to avoid any unnecessary delays.

The [Director of Administration-Manager of Internal Services](#) or Finance Manager can provide you with names and phone numbers of personnel at CalPERS who can assist you in your retirement planning.

More detailed information may be obtained from the Finance Manager. Please note that employees may be subject to the "Windfall Elimination" due to exemption from Social Security. Information will be provided at the New Employee Orientation on this topic.

F.E. Tax Deferred Compensation Program

The [JPIADistrict](#) provides the opportunity for all employees to enroll in a payroll tax deferral plan called, "Deferred Compensation 457". All contributions to this plan are made by the employee on a voluntary basis. Contributions are made

Commented [AQ118]: See MOU Article 21 – Deferred Compensation.

Does WRD offer a 457 Plan?

Commented [BM119R118]: Yes

by payroll deduction. Such amounts deducted are not included currently in your taxable income. Thus, if you elect to participate in this plan and have amounts deducted from your pay, you will see a reduction in salary, but not to the extent of the total amount deducted.

1. Tax Benefit

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

2. Contribution Limits

You may contribute into the plan the maximum allowed by law. These amounts may be lower if you participate in more than one deferred compensation program (employees who do should consult their tax advisor). During the last three years before you reach normal retirement age under the plan (60), you may be eligible to contribute more. If you think you may be eligible for this catch-up contribution provision, you should contact the Finance Manager and your tax advisor.

Commented [AQ120]: WRD provides 50% of employee's contribution and capped at \$10,000.

Commented [BM121R120]: Correct.

3. Withdrawals

You may withdraw all or part of your contributions, together with the interest earned thereupon, subject to appropriate tax withholdings, upon the occurrence of one of the following: termination of employment on account of death, retirement or other cause; permanent disability; the attainment of age seventy and one-half; or the facing of an unforeseeable emergency. An unforeseeable emergency includes any severe financial hardship to the participant caused by sudden or unexpected illness or accident of the participant or his or her dependent, a casualty loss, or some other similar extraordinary circumstance caused by events beyond the participant's control. Home purchases and payments of college tuition do not qualify as unforeseeable emergencies under this definition. Eligible employees may withdraw all or part of their contributions plus earnings. Several withdrawal options are available.

4. Reports/Statements

Sent to your home address at least quarterly by the vendor. It is your responsibility to verify the information for accuracy.

5. Investment Options

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

6. Deferred Compensation Sources available through payroll deduction:

~~Lincoln National Life Insurance Company
Lincoln Financial and Insurance Services Corporation
18301 Irvine Boulevard, Suite 1B, Tustin, CA 92780
(714) 731-8286 or (800) 522-3812 FAX: (714) 731-8379
Prudential Retirement Solutions
Shawn Dewane, Internal Rep Number: 00084G.~~

Commented [AQ122]: Include correct info.

Commented [BM123R122]:

[Raymond James & Associates, \(888\) 880-753](tel:888880753)

[7](mailto:Shawn.dwane@raymondjames.com)

Shawn.dwane@raymondjames.com

CalPERS
P. O. Box 9255, Boston, MA 02209-9255
(800) 260-0659

Note of Caution: The [JPIADistrict](#) is the administrator of this plan on behalf of the employee participants. No investment advice should be given to you by your manager or any other employee. Employees seeking investment or tax advice should consult with their independent investment and/or tax advisor.

Any questions with regard to enrollment into this plan should be referred to the Finance Manager.

G. ~~457 Contribution Plan~~

Commented [AQ124]: WRD provide 457 Plan?

~~JPIADistrict employees impacted by the mandatory compensation limits for amounts included in the CalPERS qualified retirement plan for JPIADistrict employees will be eligible to participate in the JPIADistrict 457 Contribution Plan.~~

~~At the discretion of the Executive Committee, the JPIADistrict 457 Contribution Plan will contribute to an employee's CalPERS 457 Plan an amount equal to the employee's elected contribution. The JPIADistrict's contribution will be limited to an amount equal to the current year's employer rate, applied to the portion of the employee's annual salary that exceeds the CalPERS limit set for that calendar year. It will be the employee's responsibility to monitor and ensure that the total combined contributions of JPIADistrict and the employee do not exceed the maximum allowed by law.~~

~~JPIADistrict 457 Contribution Plan Policy Examples~~

	Employee A	Employee B
1 CalPERS Employer Contribution Rate	7%	7%
2 Salary	\$150,000	\$175,000
3 CalPERS Compensation Limit	140,424	140,424
4 Compensation Over Limit	9,576	34,576
5 JPIADistrict contribution limit (line 1 x	670	2,420
6 Employee's contribution to 457 Plan	1,200	3,000
7 JPIADistrict contribution (lessor of line	670	2,420

H.F. Educational Approval Process

Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the [JPIADistrict](#) to provide financial assistance to regular full-time employees interested in furthering their formal education. To be eligible, an employee must have completed their initial [appraisalevaluation](#) process, unless a job requirement, and submit an Application for Educational Approval. All requests must be approved in advance by the employee's manager, the [Director of Administration](#)~~Manager of Internal Services~~, and the [Chief Executive Officer](#)~~General Manager~~. Criteria for approval are listed below:

1. ~~Degree/Certification/Professional Designation Programs~~

~~The JPIA will pre-pay the expense of tuition and required text for all courses leading to a JOB-RELATED degree or certificate not to exceed the cost per semester of tuition for six semester hours at the California State University at Sacramento. Expenses for tuition and required text to obtain professional designations will be pre-paid/reimbursed at actual cost. The application must be complete with a description of the entire program, listing of classes required, explanation of job-relatedness to the JPIA, targeted career path with the JPIA, and defined timelines for completion of courses. A copy of the course description and necessary classes from the school catalog should be included.~~

3. ~~Professional Courses and Specific Job-Related Courses~~

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

5-1. Professional Seminars/Conferences Attended During [JPIADistrict](#) Time

The [JPIADistrict](#) policy generally provides for one professional job-related seminar/conference per fiscal year with fees, text, transportation, lodging and meals will be pre-paid upon approval. On occasion there may be additional conferences pertinent to the [JPIADistrict](#) and consideration will be given upon submission of a request.

Upon return, a report will be presented recapping the significant highlights and benefits to the [JPIADistrict](#) as a result of attendance.

6-2. Additional Requirements

- You are responsible for registration and ordering of any necessary text.
- It is your responsibility to provide your manager and the [Director of Administration](#)~~Manager of Internal Services~~ with transcripts after completion of the course.
- If you do not complete or fail a course, you will be expected to repeat the course at your own expense or reimburse the [JPIADistrict](#) within one year if you decide not to continue pursuit of the program. In general, no future approvals will be given until this is cleared from the files.
- Each application must be complete with a two-year history of the

Commented [AQ125]: See MOU Article 22.

Commented [BM126R125]: Okay. I noticed you didn't change this to the language in Article 22 so are we going with this text (including your changes)?

educational courses you have taken while employed at the [JPIADistrict](#) as well

as specific details of the course (i.e., catalog or brochure), location and dates.

- If you fail to meet the timelines outlined, the [JPIADistrict](#) will have the discretion to discontinue the financing of the program.

I.G. Paid Leave Policy

The [JPIADistrict](#)'s policy allows eligible employees to earn time off in accordance with their employment status and length of service and to use such earned time to take time off with pay under the guidelines stated in this policy. Regular part-time employees' paid time off will be pro-rated according to their scheduled work hours. Please note, the [JPIADistrict](#)'s fiscal year is utilized for tracking paid leave. Categories of paid leave are provided, as outlined below:

1. Vacation

The [JPIADistrict](#) recognizes the value of rest and relaxation and encourages you to use all accrued vacation benefits. Regular full-time and part-time scheduled employees are eligible for paid vacation according to months of service. Vacation must be approved in advance and any request for vacation in excess of 15 consecutive days of vacation to be taken in advance of accrual needs the approval of the [Chief Executive Officer/General Manager](#).

Vacation is earned and accrued from the first day of employment with maximum accrual at 320 hours (non-exempt)/40 days (exempt) as follows. Note: Exempt employees to use .5 day if appropriate:

Months of Service	Annual Accrual Hours*/Days	Stop Accruing at Hours/Days
0 – 36	96 / 12	320/40
37 – 48	104 / 13	"
49 – 60	112 / 14	"
61 – 72	120 / 15	"
73 – 84	128 / 16	"
85 – 96	136 / 17	"
97 – 108	144 / 18	"
109 – 120	152 / 19	"
121 – 132	160 / 20	"
133 – 144	168 / 21	"
145 – 156	176 / 22	"
157 – 168	184 / 23	"
169 – 180	192 / 24	"
181 +	200 / 25	"

~~*Regular full-time working less than 40 hours and more than 30 hours are pro-rated according to scheduled hours. For non-exempt employees, the minimum increment of vacation is 15 minutes. Exempt employees may utilize half-day vacation requests.~~

Commented [AQ127]: See MOU Article 9.

Commented [BM128R127]: Okay.

Commented [AQ129]: Is it? How? When?

Commented [AQ130]: Recalculate.

Commented [BM131R130]: Recalculate what?

Commented [AQ132]: Include chart in MOU 9.2.

Commented [BM133R132]: Yes, thanks for the reminder to update the chart.

Commented [AQ134]: Yes/No? Applicable?

2. Holiday Observances

All regularly scheduled full and part-time employees will receive a normal day's pay at their normal hourly rate for the following holidays, subject to the conditions below:

- New Year's Day — January 1
- Martin Luther King Day — Third Monday in January
- Presidents' Day — Third Monday in February
- [Cesar Chavez Day – March 31](#)
- Memorial Day — Last Monday in May
- Independence Day — July 4
- Labor Day — First Monday in September
- [Columbus Day – Second Monday in October](#)
- Veteran's Day — November 11 ~~(if worked, can be exchanged for day-off between December 25 and January 1)~~
- Thanksgiving — Fourth Thursday and Friday in November
- ~~Christmas Eve — December 24~~
- Christmas Day — December 25
- ~~Floating Holiday — Your choice to be approved in advance. For new employees, full day if hired before July 1; half day if hired after July 1. Must be taken during calendar year.~~

Holiday Conditions:

- If the holiday falls on a Saturday, it may be observed on the preceding Friday. If it falls on a Sunday, it may be observed on the next Monday, staff will be advised of all dates the office will be closed for holiday observances at the start of each calendar year.
- ~~Employees on unpaid leave of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.~~
- ~~If a holiday falls during your approved vacation period, you will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.~~
- ~~When computing overtime pay, you do not receive credit for hours worked on holidays that are not actually worked.~~

3. Bereavement Leave

In the event of a death in your immediate family, the [JPIA District](#) may grant up to ~~twenty-four (24)~~³² hours for non-exempt employees ~~(pro-rated for less than 40 hours per week)~~ or ~~four (4)~~^{three (3)} days for exempt employees of paid time away from work if you are a regular full-time employee. Immediate family for the purpose of bereavement leave is

Commented [AQ135]: What is WRD Holiday policy?

Commented [BM136R135]: Like you, I didn't see any separate policy that addressed holidays specifically. The way this reads make sense to me.

Commented [AQ137]: Yes/No?

Commented [AQ138]: Yes/No?

Commented [AQ139]: Yes/No?

Commented [AQ140]: See MOU Article 26.

defined as a mother, father, wife, husband, natural or adopted child, brother, sister, grandparent, grandchild, domestic partner, similar in-laws or step-relatives or any other person who resides with the employee.

4. **Jury and Witness Duty**

You should immediately notify your manager if you receive a notice for jury duty. If you are summoned for jury duty, you will be paid the difference between jury duty pay and your regular hourly rate for up to a maximum of ten working days per year. As a public employee, a waiver should be signed to avoid payment (as it must be returned) when appearing for Jury Duty.

If required by law to appear in court as a witness, you may be given paid time off up to a maximum of 32 hours for non-exempt (pro-rated for regular part-time) employees or four (4) days per year for exempt employees for such purpose, provided that you provide the [JPIA District](#) with reasonable advance notice and proof of such court order.

5. **Military Leave**

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

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

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

Military orders should be presented to your immediate manager and arrangements for leave made as early as possible before departure.

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

6. **Military Spouse Leave**

~~Employees that work more than 20 hours per week and have a spouse in the Armed Forces, National Guard, or Reserves that have been deployed~~

Commented [AQ141]: See MOU 27.6.

Commented [BM142R141]: This is fine.

Commented [AQ143]: See MOU 27.5.

Commented [BM144R143]: This is fine unless you believe it conflicts with the MOU

Commented [AQ145]: See MOU 27.4.

Commented [BM146R145]: What does this references mean? "See MOU" Initially, I thought you were noting instances you thought there might be conflict, but it looks like a general note where you think something should be changed, but I don't see any changes

Commented [AQ147]: Note for AMQ: Research USERRA – Uniformed Services Employment and Reemployment Rights Act.

Commented [AQ148]: Did not see this in MOU so assume that WRD does not provide. Correct?

Commented [BM149R148]: Yes, that's what I would assume.

during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from military deployment. Employees must request this leave in writing to the Chief Executive Officer within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

9-6. Time Off to Vote

In accordance with California State law, if your work hours do not allow sufficient time off to vote in California general, direct or presidential elections, the JPIA District will offer two (2) hours paid time off for you to vote. To receive time off for voting, you must notify your manager and present a valid voters' registration card. When you return from voting, it will be necessary to present the voters' receipt to your manager. Time taken for the purposes of voting must be either at the beginning or end of the normal work day.

Commented [AQ150]: Note for AMQ: Cite law.

10-7. Inclement Weather

In the event the Chief Executive Officer/General Manager deems it necessary to close the office due to inclement weather, managers will be phoned and they will contact employees. You should make the effort to come in to the office unless you are notified otherwise. If you are unable to do so, you need to touch base with a manager.

Commented [AQ151]: What is WRD's policy on inclement weather? Thinking that do not have one since WRD is in SoCal.

Commented [BM152R151]: Unless you saw a policy in the Admin Code or MOU, I don't think one exists. However, there is no harm in creating a policy. We could have inclement weather even though its California

If the office is officially closed through a management decision, you will be paid for the day with no effect on your paid time off. If, however, the office is not closed and you do not come to work, you should take vacation, use one of your "personal days off", request time off without pay, or make other arrangements with your manager.

11-8. Sick Leave

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

Commented [AQ153]: See MOU Article 8.

Commented [BM154R153]: You didn't change the language to match the MOU, did you want to keep all of this language?

Commented [AQ155]: Verify if correct.

Commented [BM156R155]: Delete it.

The JPIA District offers paid sick leave to regular full-time employees at a rate of ~~eight hours per month (full-time non-exempt, pro-rated if less than 40 hours per week) or one day per month (full-time exempt). This time off can be carried over indefinitely.~~ three hours, five minutes per pay period, totaling 80 hours annually.

Commented [AQ157]: See MOU 8.2.A.

Commented [AQ158]: See MOU 8.2.B. says part-time employees not eligible for sick leave.

~~Part-Time Regular Employees, Temporary Employees, and Extended-Temporary Employees will accrue sick leave of .75 days of sick leave per month after 30 days on the job for full time (40-hour week), prorated if~~

Commented [BM159R158]: I think this changed with Obamacare, right? Does this work for employment law?

~~less-are not eligible to earn sick leave hours.~~

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

~~For exempt employees, the minimum increment is 4 hours (half day). If less than four hours are needed, the time off can be made up with the approval of your manager.~~

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

~~Employees are entitled to take up to half of their yearly accrual amount (once accrued) to care for a spouse, child, parent, or domestic partner. Sick leave used for this purpose will be tracked on a rolling year basis and should be documented as "kin care" on timecards. Any additional time off will need to be approved under the JPIADistrict's FML policy.~~

~~Employees are permitted to use up to two days (16 hours) of accrued sick leave for personal time off each fiscal year. This time will be deducted from sick leave accrual. If the time is not used, it just stays on the books.~~

~~To the extent as allowed by CalPERS, unused accumulated sick leave at the time of retirement will be converted to additional service credit at the rate of 0.004 years of service credit. Retirement age for the JPIADistrict's purposes is age 50. Unused sick leave will not be paid if an employee is terminated or voluntarily resigns prior to retirement from the JPIADistrict.~~

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

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

~~A notification from a doctor that you are able to return to work may be required for any absences due to illness or injury of longer than three (3) days. A doctor's note may be required if you are on written warning, or exhibiting a pattern of excessive use of Sick Leave.~~

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

~~There is no limit on the amount of sick leave that may be accrued.~~

~~Sick leave is required to be used for the three-day waiting period of a workers' compensation claim.~~

Commented [AQ160]: See MOU Article 8.

Commented [BM161R160]: What is the reference to MOU Article 8?

Commented [BM162]: Delete

12.9. Organ or Bone Marrow Leave

Employees may take up to 30 days (workdays) of leave in any one-year period for the purpose of donating an organ to another person. Employees may take up to five days (workdays) of leave in any one-year period for the purpose of donating bone marrow to another person. The JPIADistrict requires that employees taking leave for organ donation use two weeks of accrued but unused sick leave and/or vacation and use five days of accrued but unused sick leave and/or vacation for bone marrow donation. The JPIADistrict will continue to provide and pay for current group health plan benefits.

Employees are required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation.

Once a Donor has exhausted the required paid sick and/or vacation leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

Commented [AQ163]: WRD provide organ or bone marrow leave?

Commented [BM164]: Delete

J.H. Unpaid Time Off

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

Commented [AQ165]: Verify which rules apply.

1. Summary of Rules

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

- ~~a. Unpaid status: All leaves of absence are provided on an unpaid basis. Use of wage replacement does not turn unpaid leave into paid leave.~~
- ~~b. Returning From Leave of Absence: When you are placed on pregnancy disability, family or military leaves of absence, the JPIADistrict guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless it would substantially undermine the JPIADistrict's authority to operate the business safely and efficiently.~~
- ~~c. When you are placed on a personal leave of absence, an effort will be made to hold your position open for the period of the approved leave. However, the JPIADistrict will not guarantee reinstatement after a personal leave of absence.~~
- ~~d. The JPIADistrict will attempt to reasonably accommodate employees who are released for partial or modified duty by their treating physician.~~
- ~~e. The period that you are on a leave of absence, even if wage replacement is utilized, is not considered time worked for purposes of determining eligibility for or the amount of certain benefits, such as vacation and sick benefits. When you return from a leave of absence, the eligibility and accrual dates will be adjusted forward to reflect the~~

~~period of the leave. An exception would be if the time off is nine hours or less during the two-week pay period.~~

- ~~f. **Holiday Benefits:** If a paid holiday falls during the period you are on leave of absence, you will not be eligible for the holiday pay.~~
- ~~g. **Health Insurance:** You will be required to pay for the entire cost of group health insurance for (1) the period of any family medical leave or other mandated leave of absence beyond the end of the third calendar month following the month in which the leave begins, and (2) for the entire period of any personal leave beyond the end of the calendar month in which the leave begins. This will be offered through COBRA and you are requested to notify the Director of Administration Manager of Internal Services that you have arranged for all necessary payments with the Chief Financial Officer before your leave commences.~~
- ~~h. **Misrepresentations:** Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.~~

Commented [BM166]: This section is not applicable.

2-1. Family and Medical Leave (FML)

Commented [AQ167]: Note to AMQ: cite law. Check if in agreement with WRD benefits.

The JPIA District will grant employees, with at least one year of continuous service or a minimum of 1250 hours up to 12 weeks/60 days/480 hours of non- statutory unpaid leave in a 12-month period for family care responsibilities and for the employee's own serious medical condition. The purpose of the FML is to provide you with the right to take time off from work to bond with a child, to care for a family member or to recover from a serious illness without jeopardizing your job.

Requested leaves must be submitted before the leave begins. See the Director of Administration Manager of Internal Services for appropriate forms and specific information. When leaves are foreseeable, the employee must provide at least 30 days advance notice. If the leave is not foreseeable, the employee must provide notice as soon as practicable.

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, child, parent, grandparent, grandchild, sibling, or parent-in-law who has a serious health condition;
- To care for the employee's registered domestic partner;
- For a serious health condition that makes the employee unable to perform his or her job;
- For any "qualifying exigency" (defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation;
or

- An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member.

a. Calculating the 12-month Period

The 12-month period is measured forward from the date the leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of FML in the designated 12-month period.

For a qualifying exigency or leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

b. Leave for Employee's Own Health Condition

The following procedure shall apply when an employee requests FML:

Please contact the [Director of Administration-Manager of Internal Services](#) as soon as you realize the need for FML.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the [JPiADistrict](#) at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operation of the [JPiADistrict](#). Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse. If the employee cannot provide 30 days' notice, the [JPiADistrict](#) must be informed as soon as is practical.

If the FML request is made because of the employee's own serious health condition, the [JPiADistrict](#) may require, at its expense, a second opinion from a health care provider that the [JPiADistrict](#) chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the [JPiADistrict](#).

If the second opinion differs from the first opinion, the [JPiADistrict](#) may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the [JPiADistrict](#) and the employee.

The [JPiADistrict](#) requires the employee to provide certification within 15 days of any request for FML, unless it is not practicable to do so.

The [JPiADistrict](#) may require recertification from the health care

provider if additional

leave is required. (For example, if an employee needs two weeks of FML, but following the two weeks needs intermittent leave, a new medical certification may be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for FML, the [JPIADistrict](#) may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FML.

c. Leave to Care for a Family Member

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

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

When both parents are employed by the [JPIADistrict](#), and request simultaneous leave for the birth or placement for adoption or foster care for a child, the [JPIADistrict](#) will not grant more than a total of 12 workweeks family/medical leave for this reason.

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

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

The [JPIADistrict](#) will require certification by the employee's health care provider that the employee is fit to return to his or her job.

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

d. Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

3.2. ~~Pregnancy Disability Leave (statutory)~~

Commented [AQ168]: See MOU 27.2.

~~Any full or part time female employee who is disabled by pregnancy, childbirth, or a related medical condition will, upon request and approval, be granted a pregnancy disability leave (PDL) without pay not to exceed four months for the period of actual disability up to four (4) months.~~

~~An employee who is granted a PDL is required to utilize any accrued sick leave benefits during the period of her leave. For any portion of the leave that occurs after all sick leave benefits have been exhausted JPIA may grant an employee request to use vacation leave.~~

~~Employees who take time off for pregnancy disability leave and who are eligible for FML will also be placed on FML that runs at the same time as their pregnancy disability leave. Group insurance benefits ordinarily provided by the JPIA will remain in effect until the end of the month in which the leave terminates. You are expected to pay the full costs of these coverages thereafter. You are requested to notify the Director of Administration that arrangements have been made with the Chief Financial Officer to pay for the cost of such coverages before the leave begins.~~

~~If you require a PDL, you must notify your manager and the Director of Administration Manager of Internal Services as soon as possible, at least 30 days in advance if foreseeable. The written notice should specify the commencement date of the leave, the expected duration of the leave and be accompanied by a signed physician's statement. The Director of Administration Manager of Internal Services will provide appropriate paperwork that coincides with FML.~~

~~For employees on PDL, the JPIADistrict guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless granting such a leave would substantially undermine the JPIADistrict's ability to operate the business safely and efficiently. Employees on PDL will be credited with all service prior to the commencement of their disability, but not for the period of their disability.~~

Commented [AQ169]: See MOU 27.3.

~~a. Health and Benefit Plans~~

~~The JPIADistrict will maintain coverage under any group health plan for the duration of the leave (maximum of 12 weeks for FML and 16 weeks for PDL) and under the conditions coverage would have been provided had you been employed continuously during the leave. If you fail to return to work at the end of the leave period, the JPIADistrict has the right to collect from you the cost of the health benefit premiums. An employee who returns to work for at least 30 days is considered to have "returned to work."~~

Commented [BM170]: Replace with MOU 27.2

4. ~~Wage Replacement During Leave~~

Commented [AQ171]: See MOU provisions on Sick Leave.

~~Use of wage replacement during a leave does not change the status of the leave from Unpaid to Paid.~~

~~If the employee is receiving benefits from a paid disability plan such as Worker's Compensation or provided supplemental disability insurance, the~~

~~employee may use sick pay to supplement partial wage replacement benefits as long as the employee does not receive more than he/she would normally earn at work. If sick pay has been exhausted the employee may use vacation pay to supplement partial wage replacement benefits as long as the employee does not receive more than he/she would normally earn at work.~~

Commented [AQ172]: See MOU 27.2.E.

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

5.3. Reinstatement

Commented [AQ173]: See MOU 27.2.G.

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

Commented [BM174R173]: There's an existing section on Reinstatement so unless this disagrees with that statement, I would say it is fine as instruction for employees. The handbook is supposed to elaborate on topics so additional language that is in agreement with the MOU and ADMIN code should be fine, right?

Reinstatement after FML and PDL may be denied to certain salaried "key" employees under the following conditions:

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

For additional information about eligibility for FML and PDL, contact the [Director of Administration/Manager of Internal Services](#).

~~6. Carryover~~

~~Leave granted under any of the reasons provided by FML and/or PDL will be considered as part of the 12-workweek entitlement in a 12-month period; PDL provides a 16-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first FML and/or PDL leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.~~

~~7. Intermittent Leave~~

~~Employees may take FML and/or PDL intermittently (in blocks of time/minimum 15-minute increments, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's immediate family (as noted above), and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. This is deemed unpaid leave. Employee may exercise wage replacement as set forth above.~~

~~8.4. Fit-for-Duty Exam~~

Before an employee returns to work from FML and/or PDL for the employee's own serious health condition, the employee may be required to submit a fitness-for-duty certification from the health care provider stating the employee is able to resume work.

~~9. Personal Leaves of Absence~~

~~a. General: Employees who have been continuously employed with the [JPIADistrict](#) for at least one (1) year, may, due to special circumstances, request a personal leave of absence without pay, for a reasonable period of time up to one hundred and eighty (180) ~~thirty (30)~~ days. Requests for leaves of absence will be considered on the basis of length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on~~

Commented [AQ175]: WRD provide?

Commented [AQ176]: WRD provide?

Commented [BM177R176]: Not sure what you mean, but we should require a release from a doctor to return to work – that is a pretty standard HR practice.

Commented [AQ178]: Who is eligible? See MOU 27.1.

Commented [BM179R178]: Article 8 says Part-Time employees are not eligible to earn sick leave hours.

~~leave, and the expected impact on the JPIADistrict.~~

~~b. Requests: A request must be submitted in writing and be approved in writing by the Chief Executive OfficerGeneral Manager before a leave begins. A request for an extension of a leave of absence must be submitted in writing and approved in writing by the Chief Executive OfficerGeneral Manager before the extended period begins. It is your responsibility to report to work at the end of the approved leave. If you fail to report to work on the day after your leave expires, you will be considered to have voluntarily resigned.~~

~~c. Status of Employee Benefits During A Personal Leave: The JPIADistrict does not pay for group insurance premiums during any portion of a non-mandated, unpaid leave of absence beyond the end of the month in which the leave begins. Accordingly, the premiums beyond that point for such coverage are your complete responsibility and offered through COBRA. In order to keep the insurance in force, premiums for the period of the leave must be paid according to the schedule outlined in the COBRA notification form.~~

Commented [AQ180]: What happens?

10. School Activity Leave

~~Any employee who is the parent or guardian of a child through grade 12 may request up to 40 hours off per year for the purpose of participating in school activities, locating and/or enrolling in child care, or school emergency. This time will be unpaid unless you choose to use wage replacement through accrued sick or vacation time or compensatory time off for this purpose. You will be limited to no more than eight hours off for this purpose in any one calendar month. Upon request, the JPIADistrict reserves the right to require documentation for this leave.~~

Commented [AQ181]: WRD provide?

Section V — Employee Relations

A. Standards of Conduct

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

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

Commented [AQ182]: Include?

Commented [BM183R182]: Yes

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

Since all employees are "at will" employees, the employment relationship may be terminated at any time by either the [JPIADISTRICT](#) or the employee with or without cause.

B. Attendance Policy

The [JPIADISTRICT](#) may utilize a system of corrective action, at its sole discretion, in cases of misconduct or unacceptable performance, including absenteeism. The use of such a system does not waive either the [JPIADISTRICT](#)'s or your right to terminate employment at any time with or without cause. If the number of absences within the most recent 12 month period, regardless of the reason, is excessive, you may be subject to corrective action, at the discretion of the [JPIADISTRICT](#), to make you aware of problems and to create an action plan to resolve issues. The attendance policy of the [JPIADISTRICT](#) will be followed only to the extent allowed by law and is not meant to circumvent or abrogate any existing provisions of the FEHA, ADA, ADEA, or other state or federal law and/or regulation.

C. The Corrective Process

The corrective process may take the form of an informal discussion. If the problem persists, a written corrective may then be issued confirming you have been made aware of any problem, that an interview has taken place, and that you understand what must take place for satisfactory resolution. A second

Commented [AQ184]: See MOU 32.3

written corrective may also be issued, with termination a possible final consequence.

As indicated in the Standards of Conduct section of this Handbook, certain instances of gross misconduct could lead to immediate termination.

Commented [BM185]: This is fine.

Commented [AQ186]: See MOU Article 30.

D. Employee Grievances or Concerns

The [JPIADISTRICT](#) encourages employees that may be experiencing work performance problems, employee-supervisory concerns, peer disturbances or other concerns to bring them to the attention of your respective managers or to the ~~Director of Administration~~[Manager of Internal Services-Manager of Internal Services](#) or the ~~Chief Executive Officer~~[General Manager](#) if your manager is involved in the situation or does not respond to the complaint in a reasonable length of time.

The [JPIADISTRICT](#) defines a grievance as an expressed dissatisfaction by employees pertaining to conditions of their employment.

In matters relating to a management employee's job demotion, reduction in salary, or employment termination, employees may present their grievances to the ~~Personnel Committee at its next regularly scheduled meeting~~. All other employees may present their grievances to the ~~Chief Executive Officer~~[General Manager](#).

Commented [AQ187]: Recommend referring to MOU.

Commented [BM188R187]: Okay.

E. Alcohol-Drug Free Workplace

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

Commented [AQ189]: Any thoughts on cannabis specific provisions?

Commented [BM190R189]: No.

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

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

- **Reasonable Suspicion Testing**

Employees may be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed

Commented [AQ191]: Is this WRD policy?

Commented [BM192R191]: Yes

above. In addition, when any employee has previously been found in violation of these rules, or by the employee's own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or return to [JPIADISTRICT](#) employment.

Commented [AQ193]: WRD requirement?

Commented [BM194R193]: Yes

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

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

General guidelines:

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

G. Outside Relations/Media Contact

You are not permitted to give or report any information about the members of the [JPIADISTRICT](#), another employee, outside vendor, client, or consultant to anyone outside of the [JPIADISTRICT](#). You should forward any such request, whether verbal or written, to the ~~Chief Executive Officer~~[General Manager](#) for handling.

H. Prohibition of Discrimination

The [JPIADISTRICT](#) is committed to providing a work environment that is free of unlawful discrimination. In keeping with the commitment, the [JPIADISTRICT](#) strictly prohibits unlawful harassment on the basis of an employee's race, sex (including breastfeeding), gender identity religious creed, color, national origin,

ancestry, age (over 40), marital status, sexual orientation, or physical or mental disability.

Discrimination of anyone in or from the [JPIADISTRICT](#), on any of these bases, is strictly prohibited.

This policy prohibits discrimination in any form, including:

- Verbal harassment such as epithets, jokes, derogatory comments or slurs based on the person's race, sex, religious creed, color, national origin, ancestry, age (over 40), marital status, sexual orientation, or physical or mental disability;
- Physical harassment such as assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual based on one of the categories above; and
- Visual harassment such as derogatory posters, cartoons, or drawings based on one of the categories above. Also included are emails that may be inappropriate, offensive, harassing, and/or creating a hostile work environment.

If you believe you have been or are being subjected to this kind of discrimination, and are unable to resolve (or uncomfortable attempting to address) the problem with the individual, you should promptly report it to your [managersupervisor](#), any other [managersupervisor](#), the [Director of Administration-Manager of Internal Services](#) or the [Chief Executive OfficerGeneral Manager](#). All such claims will be investigated in a manner designed to protect the privacy and confidentiality of all involved and appropriate action will be taken. When appropriate, the [JPIADISTRICT](#) may seek to resolve the matter informally. Any employee found to have discriminated against anyone in or from the [JPIADISTRICT](#)'s work environment, based on one of the categories above will be disciplined, from verbal reprimand to dismissal, based on the circumstances.

If you have any questions about this policy, or want more information about it, please contact the [Director of Administration-Manager of Internal Services](#) or [Chief Executive OfficerGeneral Manager](#).

I. **Sexual Harassment**

Sexual harassment of the [JPIADISTRICT](#)'s employees, by any person in or from the work environment, is strictly prohibited. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

- Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, [appraisal/evaluation](#), assigned duties, or any other condition of employment or career development.

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

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

Commented [BM195]: Is this enough?

1. Guidelines for the Employee

If you think you are being sexually harassed:

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

court. Both the FEHC

Commented [BM196]: Is this enough?

and the courts have the authority to award monetary and nonmonetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC at the locations listed in the [DistrictDistrictDistrict](#) DFEH poster or by checking the State Government listings in the local telephone directory.

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

2. Disciplinary and/or Corrective Action

Any employee found to have sexually harassed anyone in or from the [JPIADISTRICT](#)'s work environment will be disciplined, from verbal reprimand to dismissal, based on the circumstances.

J. Workplace Violence

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

To ensure that the [JPIADISTRICT](#) maintains a workplace safe and free of violence for all employees, the [JPIADISTRICT](#) prohibits the possession or use of dangerous weapons on [JPIADISTRICT](#) property. A license to carry the weapon on [JPIADISTRICT](#) property does not supersede this policy. [JPIADISTRICT](#) property is defined as all [JPIADISTRICT](#) owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the [JPIADISTRICT](#) ownership or control. This policy applies to all vehicles that come onto [JPIADISTRICT](#) property.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on [JPIADISTRICT](#) property may be removed from the premises pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence off [JPIADISTRICT](#) property, but directed at [JPIADISTRICT](#) employees, [JPIADISTRICT](#) members or the public while conducting business for the [JPIADISTRICT](#), is a violation of this policy.

Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other communication medium. Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from [JPIADISTRICT](#) property, termination of business relationships with that individual, and/or prosecution of the person(s).

Employees are responsible for notifying the [Director of Administration](#)[Manager of Internal Services](#), [Chief Executive Officer](#)[General Manager](#), or any other [manager-supervisor](#) of any threats, which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on [JPIADISTRICT](#) property or in connection with employment.

Any employee that receives a protective or restraining order that lists [JPIA/DISTRICT](#) premises as a protected area is required to provide the ~~Director of Administration~~ [Manager of Internal Services](#) with a copy of such order.

Commented [BM197]: We recently had a workplace incident and it shook a few employees. I think we should include the process from Sexual Harassment here as well to inform employees of how they can report workplace violence issues.

K. Request for Reasonable Accommodation

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the [Director of Administration-Manager of Internal Services](#) and your [manager-supervisor](#) to discuss the need for an accommodation. The [JPIADISTRICT](#) will engage in an interactive process with the employee to identify possible accommodations, if any that will help the applicant or employee perform the job.

Interactive Process

An interactive good faith communication process between the [JPIADISTRICT](#) and a disabled employee is required in selecting an appropriate reasonable accommodation, if one exists. This is a timely individual process where management and the individual discuss the request and effective reasonable accommodation(s). In general, the [JPIADISTRICT](#) will initiate an interactive process when:

(1) an applicant or employee with a known disability requests a reasonable accommodation, (2) the [JPIADISTRICT](#) otherwise becomes aware of the need for an accommodation through a third party or by observation, or (3) the [JPIADISTRICT](#) becomes aware of the possible need for an accommodation because the employee has a disability and has exhausted leave under the Workers' Compensation Act, FMLA, or other federal, state or employer leave provisions, if applicable.

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

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

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

L. Employment Duration

The relationship between you and the [JPIADISTRICT](#) is based on the mutual consent of both parties. Accordingly, either you or the [JPIADISTRICT](#) can terminate the employment relationship at any time, unless an employment

contract containing terms to the contrary exists.

M. Employment Reference Checks

All inquiries regarding a current or former [JPIADISTRICT](#) employee must be referred to the ~~Director of Administration~~ [Manager of Internal Services](#) or the ~~Chief Executive Officer~~ [General Manager](#).

Should you receive a written request for a reference, you must refer the request to the ~~Director of Administration~~ [Manager of Internal Services](#) for handling. You may not issue a reference letter to any current or former employee without the permission of the ~~Chief Executive Officer~~ [General Manager](#).

Under no circumstances should you release any information about any current or former [JPIADISTRICT](#) employee over the telephone. All telephone inquiries regarding any current or former employee of the [JPIADISTRICT](#) must be referred to the ~~Director of Administration~~ [Manager of Internal Services](#).

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

If, however, you are contacted to give a personal reference regarding a current or former [JPIADISTRICT](#) employee, you are permitted to do so and should emphasize to the inquirer that the reference is personal only and not on behalf of the [JPIADISTRICT](#).

Failure to follow these directions may be cause for corrective action up to and including termination.

N. Off-Duty Conduct/Conflict of Interest

While the [JPIADISTRICT](#) does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the [JPIADISTRICT](#)'s legitimate business interests. For this reason, employees should be aware of the following policies:

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the [JPIADISTRICT](#)'s or their own integrity, reputation or credibility.

Conduct on the part of an employee that adversely affects the [JPIADISTRICT](#)'s legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by the [JPIADISTRICT](#), employees are expected to devote their energies to their jobs with the [JPIADISTRICT](#). The following types of outside employment are strictly prohibited.

- Employment that conflicts with an employee's work schedule, duties and responsibilities;
- Employment that creates a conflict of interest or is incompatible with the employee's employment with the [JPIADISTRICT](#);

- Employment that impairs or has a detrimental effect on the employee's work performance with the [JPIADISTRICT](#);

- Employment that requires the employee to conduct work or related activities on the [JPIADISTRICT](#)'s property during the [JPIADISTRICT](#)'s working hours or using the [JPIADISTRICT](#)'s facilities and/or equipment;
- Employment that directly or indirectly competes with the business or the interests of the [JPIADISTRICT](#).

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

O. Anti-Fraud/Ethics Policy

The [JPIADISTRICT](#) and its employees must, at all times, comply with all applicable laws and regulations. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their [manager/supervisor](#).

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

P. Children At Work

In the event of an "emergency situation" where you find it necessary to bring your child to the workplace, the [JPIADISTRICT](#) will deem this acceptable under the following circumstances:

- The event must be an emergency, (i.e. not a scheduled day off from school; choice of not hiring a baby-sitter; a rare, unusual, and infrequent event), or
- A short term event (i.e. picking up from school, time between doctor appointment, etc.).
- You must get prior approval from your manager.
- Your child must not be disruptive. If this occurs, you and your child will be asked to leave immediately.
- This should not be a "social event." Your child should be situated in a quiet, out-of-the way place, such as an unused conference room.

Commented [AQ198]: Does WRD permit?

Commented [BM199R198]: Yes, WRD allows children to be at work in the case of an emergency. However, it must be with permission.

- Your child must not interfere with your job or your co-workers.
- The request must be made in writing to your Manager or Supervisor.
-

The JPIA DISTRICT prefers that children not be brought to the office in lieu of child care. If you need to take time off to care for your child, you can utilize accrued sick leave (see Kin Care and Family Leave policies), vacation, request time without pay, or make other arrangements.

Section VI — Safety

A. ~~Injury & Illness~~ Safety and Prevention Program

Commented [AQ200]: WRD provide?

The ~~JPIA~~DISTRICT greatly values the safety and health of all of its employees and is committed to providing a safe and healthful workplace. This will be accomplished through the establishment, implementation, and maintenance of ~~an effective Injury & Illness Prevention Program (IIPPSP)~~a Safety and Prevention Program

1. Responsibilities

The ~~CEO~~Manager of Internal Services, ~~Andy Sells~~, is assigned responsibility for implementing the ~~IIPPSP~~(SPP).

~~An Injury/Illness Prevention Program (IIPPSP) administrator, (A~~ Safety Program Administrator) is delegated the authority and responsibility for administrating the provisions of this program for ~~JPIA~~DISTRICT. The ~~JPIA~~DISTRICT's Safety Program Administrator is responsible for reporting to management any safety issues or concerns and for suggesting corrective actions. The Safety Program Administrator will be appointed by the ~~Manager of Internal Services, CEO~~.

Commented [AQ201]: Who has these responsibilities?

The Safety Program Administrator will be the Risk Management Program Manager.

Commented [BM202R201]: Typically, the HR Manager will be the Safety Manager or delegate a member of the HR Staff.

a. Management:

- Responsible for implementing and maintaining the ~~IIPPSP~~ in their work areas and for answering worker questions about the ~~IIPPSP~~;
- Make a copy of the ~~IIPPSP~~ available to their employees; and
- Provide the necessary leadership and resources to administer an effective program.

b. Supervisors:

- Responsible for implementing and maintaining the ~~IIPPSP~~ in their work areas and for answering worker questions about the ~~IIPPSP~~;
- Know the program and provide the necessary leadership to insure its success;
- Provide employees with necessary training; and
- Be a good example.

c. Employees:

- Know the program and give it your total support;
- Learn the hazards of your trade, and practice safe behavior; and
- Help fellow employees to prevent accidents.

2. Compliance

~~Management~~ The General Manager is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all workers.

Managers and supervisors are expected to enforce the rules fairly and uniformly.

All workers are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

Our system of ensuring that all workers comply with the rules and maintain a safe work environment includes:

- Informing workers of the provisions of our [#PPSPP](#);
- Evaluating the safety performance of all workers;
- Recognizing workers who perform safe and healthful work practices;
- Providing training to workers whose safety performance is deficient; and
- Disciplining workers for failure to comply with safe and healthful work practices. The [JPIADISTRICT](#) will not tolerate unsafe acts by its employees. If any employee violates safety and health policies and rules, or otherwise do not perform their job in a safe and healthful manner, they will be subject to appropriate corrective action, up to and including termination.

3. Communication of Safety and Health Information

The [JPIADISTRICT](#) recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury- free, productive workplace.

- This information shall include:
- The [JPIADISTRICT](#)'s safety and health policies;
- The [JPIADISTRICT](#)'s safety and health rules and regulations; and
- New work procedures.

The Safety Program Administrator and/or management may recommend topics or entire articles for distribution and consideration.

Employees are encouraged to share safety and health ideas, information, and concerns with the [JPIADISTRICT](#)'s management. The [JPIADISTRICT](#) will give these communications prompt and serious attention. As part of this commitment, the [JPIADISTRICT](#) pledges not to discriminate or take any type of corrective action against any employees who express their safety concerns. The suggestion box in the workroom may be used to submit these concerns if any employee wishes to remain anonymous.

The [JPIADISTRICT](#) will provide employees with up-to-date safety and health information that is readily understandable. The information will be presented through:

- New employee orientation;
- Staff Q&A's;

Commented [AQ203]: WRD provides suggestion box?

Commented [BM204R203]: Yes

- During department meetings by the department manager;
- Posters in the break room;
- The monthly Risk Control Bulletin;
- A safety suggestion box for workers to anonymously inform management about workplace hazards

Commented [AQ205]: WRD provide?

Commented [BM206R205]: Yes

4. Safety and Healthful Work Practices

The [JPIADISTRICT](#) shall comply with Cal/OSHA and other safety and health rules and regulations that apply.

The [JPIADISTRICT](#) recognizes its responsibility to create a safe and healthful workplace for all employees. However, each employee must also share in this responsibility. Specifically, every employee:

- Is responsible for the safe operation of all of the [JPIADISTRICT](#)'s equipment, tools, machinery, vehicles, or other [JPIADISTRICT](#) property in their charge.
- Must not remove or inactivate any established safeguards. Mechanical safeguards must be in place at all times.
- Must immediately report any machine, tool, or equipment malfunctions to his/her ~~manager-supervisor~~. ~~Supervisors~~ [Managers](#) shall investigate and take the necessary steps to correct the malfunction as soon as possible.
- Must wear appropriate personal protective equipment when required. This personal protective equipment shall be provided and maintained by the [JPIADISTRICT](#). Failure to wear the required equipment is cause for disciplinary action.
- Shall follow beneficial ergonomic criteria and adjustments.
- Will utilize defensive driving techniques supported by the [JPIADISTRICT](#) while driving on the [JPIADISTRICT](#)'s business.
- Report accidents, injuries, exposures, and incidents to their immediate ~~manager-supervisor~~ and any other ~~manager-supervisor~~.

5. Hazard Assessment

Annual inspections to identify and evaluate workplace hazards will be conducted by the System Program Administrator and one employee volunteer. These inspections will also be conducted when:

- New processes, substances, procedures or equipment which present potential new hazards are introduced into our workplace;
- New, previously unidentified hazards are recognized;
- Occupational injuries and illnesses occur;
- Workplace conditions warrant an inspection.

Periodic inspections consist of identification and evaluation of workplace hazards utilizing the checklists provided by Risk Management.

6. Hazard Correction

Unsafe or unhealthy work conditions, practices, or procedures will be corrected in a timely manner based on the severity of the hazards. The inspection checklist will be presented to management and the hazards will be corrected in accordance with the following:

- When observed or discovered;
- When an imminent hazard exists which cannot be immediately be abated without endangering employees or property, all exposed workers will be removed from the department except those necessary to correct the existing condition. The employees necessary to correct the existing condition will be trained to handle the condition and be provided with necessary protection.
- All corrective actions taken and the dates they are completed will be documented and maintained by ~~the Administration Department the Building Manager.~~

Commented [AQ207]: Who is person responsible?

7. Training

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction will be provided as follows:

- When the ~~PPSPP~~ is first established;
- To all new employees,
- To all employees given new job assignments for which training has not been previously provided;
- Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard.
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
- To all employees with respect to hazards specific to each employee's job assignment.

8. Record Keeping

The following procedures are taken to maintain the ~~JPIA~~DISTRICT ~~PPSPP~~:

- Records of hazard assessment inspections, including the names of persons conducting the inspection, the date and unsafe work conditions and practices that have been identified and the action taken to correct the identified unsafe work conditions and work practices will be documented. These records, will be retained for at least five (5) years

Commented [AQ208]: Enough time?

Commented [BM209R208]: Yes

- Documentation of safety and health training for each employee, including the employee's name training dates, type of training will be recorded on the training database.

B. Ergonomics

The [JPIADISTRICT](#) encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. It is our intention to reduce exposure to ergonomic hazards through modifications to equipment and process and employee training. Any necessary, reasonable adjustments to minimize workplace repetitive motion injuries will be considered and made. If you require any adjustments or have any concerns or questions about ergonomics, be sure to discuss the matter with your ~~manager~~^{supervisor}, the ~~Director of Administration~~^{Manager of Internal Services} or the ~~Chief Executive Officer~~^{General Manager}. Employees are encouraged to complete the General Office Ergonomics ~~on-line class~~ for information on preventing injuries.

C. Bomb Threats And/Or Threatening Calls

Should you receive a threatening phone call, remain calm and try to write down the exact wording of the emergency/threat. A form is included in the security section of the employee binder for use in this event. Be sure to notify a manager immediately, and if appropriate, phone 9-1-1.

D. Driving on The Job

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

1. Procedures

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

- As a public agency, the [JPIADISTRICT](#) is entitled to receive copies of driving records from the DMV without charge.
- A copy your driving record shall be obtained as soon as possible after you are hired and annually thereafter.
- The [JPIADISTRICT](#) is responsible for ordering and interpreting all driving records.
- To ensure uniformity in the application of recommendations to employees whose records are found to be unacceptable, the driver record review criteria was developed. (See: "2. Driver Record Review Criteria" in this section)
- Occasionally other concerned employees or the general public may bring to the [JPIADISTRICT](#)'s attention the fact that you may be jeopardizing the [JPIADISTRICT](#)'s integrity and exposing it to undue

Commented [AQ210]: On-line classes available?

Commented [BM211R210]: No

Commented [AQ212]: WRD provide?

Commented [BM213R212]: Yes, the District provides defensive driving training.

liability through poor driving

techniques and habits. All such complaints will be investigated immediately and action taken to correct the problem as follows:

- If it is established that you have poor driving techniques and/or habits, the [JPIADISTRICT](#)'s corrective action may be followed. (Depending on the seriousness of the poor driving technique and/or habit, it may be desirable to enroll you in a "defensive driving" course.)
 - A second warning for the same poor driving technique and/or habit, within a three year period, may require temporary suspension or temporary reassignment to a non-driving position and will be appropriately documented.
- f. If your duties require driving a vehicle, you must maintain a driving record that will not cause the [JPIADISTRICT](#)'s insurance rate to be increased or for you to become uninsurable. Any such actions could lead to disciplinary action.
- g. If your duties require driving a vehicle, you must provide proof of insurance at least annually.

2. Driver Record Review Criteria

The following criteria reflect the good risk management procedures used by the [JPIADISTRICT](#) in order to control its auto liability and physical damage exposures. The ~~Director of Administration~~ [Manager of Internal Services](#) will review your Driver Record Report to determine which category you will fall into.

- a. Class I -- Immediate Attendance in Defensive Driving Program.
- Two points within 35 months;
 - Any moving violation in a [JPIADISTRICT](#) vehicle;
 - Any accident; or
 - Two **Failure to Appear notices within 36 months.
- b. Class II -- 12-Month Driving Probation. Any additional point violations within this probation period will trigger a Class III recommendation.
- Three to five points within 36 months;
 - Any accident in which the driver was charged with a ***public offense within 36 months, except for DUI, reckless driving, or speed contest violations (see Class III);
 - **Any** *chargeable accident while on [JPIADISTRICT](#) business;
 - A violation for an expired license; or
 - **Four** ** Failure to Appear notices within 36 months.
- c. Class III -- 120 Day Suspension of [JPIADISTRICT](#) Driving Privileges.

Commented [AQ214]: Codes 23100-23249.58.

Commented [BM215R214]: Okay

Commented [AQ216]: Code 40408A.

Commented [BM217R216]: Okay

- Four or more points within 24 months;

- Six or more points within 36 months;
- DUI, reckless driving, or speed contest, NOT during [JPIA/DISTRICT](#) business;
- Five ** Failure to Appear notices within 36 months;
- Two chargeable accidents within 24 months; or
- Any citation incurred while license is suspended.

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

** Failure to Appear -- code 40508A

*** Public Offense - codes 23100 through 23249.58

E. Cellular Phone Safety

The use of cellular phones while driving on [JPIA/DISTRICT](#) business is considered a dangerous distraction and is prohibited. If your job requires you to keep your cell phone turned on while driving, you must safely pull off the road and stop before conducting business. Under no circumstances may a driver initiate or answer a cellular phone call or text message while driving a vehicle on company time.

Commented [AQ218]: Code 40508A.

Commented [BM219R218]: Okay, did you want to add these inline text?

Section VII — Staff Expense Reimbursement Guidelines

The [JPIADISTRICT](#) will fully compensate employees for all reasonable and prudent expenses incurred in the course of business as described below:

A. Credit Card Use

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

- No personal items may be charged on the business credit card;
- All charges must be in line with travel guidelines or as approved by management; and
- Receipts must be signed by a manager and submitted to Finance within one week of making the charge.

B. Employee Incurred Expenses

Expenses ~~under the amount of \$50~~, which are incurred by employees for [JPIADISTRICT](#) purposes will be reimbursed through its petty cash checking account. Expenses over that amount will be reimbursed through normal accounting procedures after you have completed and submitted an expense report. All expenses must be approved in advance by management before submitting to Finance for reimbursement.

C. Mileage

The mileage reimbursement rate to operate privately-owned vehicles will be the allowable IRS rate in effect at the time the expense is incurred. The mileage distance should be calculated from destination to destination. Any employee incurring out-of-pocket expenses due to traffic accidents while on [JPIADISTRICT](#) business (i.e. deductibles), may be reimbursed by the [JPIADISTRICT](#).

Those of you driving private vehicles on [JPIADISTRICT](#) business will be required to attend a formal defensive driving class every four years and one TargetSolutions on-line class every two years. You will also be enrolled in the state of California PULL program that monitors driving records for public employees. In addition, you are required to provide the [JPIADISTRICT](#) with proof of insurance coverage for your personal vehicle.

You are expected to practice good defensive driving techniques and operate the vehicle in a safe and responsible manner.

D. Air Travel

~~It is preferred that employees to use Southwest Airlines when traveling on [JPIADISTRICT](#) business, unless you are able to secure a less expensive ticket through another airline or Southwest does not fly to your destination. It is~~

Commented [AQ220]: See WRD Admin code 7.2.3.

Commented [BM221R220]: Did you want to include the section from the ADMIN Code? I think we could make a reference here and accomplish the same thing.

Commented [AQ222]: See WRD Admin Code Chapter 7 and 7.2.6.

Commented [BM223R222]: I've read through this section. Do you think it would be a good idea to include something different here or are you just making a note?

Commented [AQ224]: See WRD Admin Code 7.2.1.

Commented [BM225R224]: This doesn't conflict with the MOU as far as I can tell. Mileage is typically reimbursed at the IRS rate unless the employee receives a car allowance.

Commented [AQ226]: See WRD Admin Code 7.2.6.

Commented [BM227R226]: Delete? This entire section could be replaced with the section from the Admin Code, but I'm not sure if that will pass the legal test.

a requirement

to book flights timely in order to avoid last minute charges, unless approved in advance by management.

Employees make their own reservations either by going on-line or calling (800) 435-9792 for Southwest.

Employees are normally expected to use the least expensive fare when choosing flights. Although you are not asked to take flights with "crazy schedules" or stay over a Saturday to save money, if it is cost beneficial to the JPIADISTRICT and you choose, the additional expenses will be reimbursed.

E.D. Car Rentals

The JPIADISTRICT's policy is to allow you to rent a mid-size automobile where you get the best rate and most convenient rental.

When renting a car on JPIADISTRICT business, use your JPIADISTRICT issued corporate credit card and do not purchase additional car rental loss and damage coverage. Do not accept direct billing if offered because it negates this coverage. The coverage is primary and no deductible applies. Exclusions are for pickups, trucks, RVs, exotic and antique autos.

~~The JPIA has a contract with Enterprise with very good prices. Please utilize those rates when booking with Enterprise. You are not required to use Enterprise if you can find a better price/convenience elsewhere.~~

~~Below is the link for Enterprise Rental Car-~~

~~https://www.enterprise.com/car_rental/deeplinkmap.do?bid=029~~

Rental location	Log-in:	Pin:
Northern CA	L30C524	jei
Southern CA	CF2719	aew

~~The link for Budget Car Rental is www.budget.com. The Budget BCD number is S398064. Use ACWA/JPIA for ID. We also get money back for each reservation.~~

V.E. Meals

The JPIADISTRICT will provide up to \$65 per day for full-day travel expenses and up to \$35 per day for half-day travel expenses. Special circumstances will be required to justify reimbursement for amounts above these limits. Tipping can generally be up to 19%.

W.F. Lodging

The reimbursement rate should not exceed \$135 per night, exclusive of tax, or whatever is a reasonable rate in the area. Staff members should always try to get a government rate whenever possible. Management approval is required for lodging fees that are far beyond the rate listed. At ACWA Conferences, the reimbursement rate shall be the rate set for single rooms for the Conference.

Commented [AQ228]: See WRD Admin Code 7.2.6.

Commented [BM229R228]: Same note from above

Commented [AQ230]: See WRD Admin Code 7.2.9.

Commented [BM231R230]: Same note from above

Commented [AQ232]: See WRD Admin Code 7.2.7.

Commented [BM233R232]: Same note from above

X.G. Cab/Shuttle from Office

At times it may be more cost effective and/or convenient to utilize a cab, shuttle, or other services such as Uber and Lyft from the office/your home to the airport (consider mileage, parking fees, etc.). The ~~Admin~~ Internal Services Department has information on local providers, the Director of Finance has information on the Uber Business contract. Please check these options if appropriate while travelling.

Commented [AQ234]: See WRD Admin Code 7.2.6.

Commented [BM235R234]: Same note from above

Commented [AQ236]: Internal Services Department

Y.H. Expense Reports

Expense Reports should be submitted within one ~~week~~ ninety days (90) of return.

Commented [AQ237]: See WRD Admin Code 7.3.1.

Commented [BM238R237]: Did you want to change this to the 90 day requirement listed in the Admin Code?

Section VIII — Around The Office

A. Dress & Grooming Standards

While the [JPIA DISTRICT](#) has no formal dress code, it is expected that you will dress in a manner consistent with good business practices. The basic rule is **“Nothing too tight, short, ragged, or dirty. If in doubt, don’t wear it!”**

The following guidelines should be practiced by employees:

- Professional clothing (coats, ties, dresses, and nylons) is not required on a daily basis.
- Professional clothing should be worn on days when professional contact is expected, including [Board and](#) committee meeting days.
- The following are not appropriate during normal working hours:
 - ♦ mini-skirts
 - ♦ jeans
 - ♦ halter/tube/crop type tops (including tank top t-shirts and any backless tops)
 - ♦ athletic clothing
 - ♦ sheer clothing
 - ♦ thongs/flip flops
 - ♦ form fitting clothing
 - ♦ t-shirts
 - ♦ torn, cut, or frayed clothing
 - ♦ clothing with obscene messages or artwork
 - ♦ hats or headgear (except those worn for acceptable religious reasons)

The exception to this requirement would be when prior approval has been given by the [Chief Executive Officer/General Manager](#) that a “casual day” has been designated.

B. Telephone Calls

The [JPIA DISTRICT](#) understands that you may need to speak with your family or tend to non-business activities at times, but requests cooperation in keeping personal calls to reasonable levels. Please note, all phone calls should be considered public information and subject to surveillance. Any confidential calls should be conducted elsewhere. All communication can be disclosed to law enforcement or other third parties without prior consent of the sender and/or receiver.

~~If you travel on a regular basis, you will be issued a cellular phone.~~

Commented [AQ239]: Review and delete accordingly.

Commented [BM240R239]: This is fine.

Commented [BM241]: This additional helpful information for employees who are unfamiliar with how to dress at WRD. The list is suggestive and does not require employees to wear the listed items.

Commented [AQ242]: WRD provide?

Commented [BM243R242]: Deleted.

C. Electronic Communications Policy

The [JPIADISTRICT](#) uses various forms of electronic communications including, but not limited to, communications via computers, email, telephones, mobile phones, smart phones, text messaging, internet, PDAs, etc. All electronic communications are official [JPIADISTRICT](#) records and are the property of the [JPIADISTRICT](#). The [JPIADISTRICT](#) reserves the right to access and disclose all messages sent through its system for any purpose.

Messages transmitted over the electronic communications system should be limited to [JPIADISTRICT](#) business activities, for the accomplishment of business related tasks, or communications directly related to [JPIADISTRICT](#) business, administration, or practices. The following general policies apply:

The following general policies apply:

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

1. Personal Use of Electronic Communications Systems

The [JPIADISTRICT](#) provides computers, electronic communications, electronic information, and information technology resources, including the Internet, to its employees to help them do their job. Generally, these resources and property should be used only for business related purposes; however, there are a few exceptions. Limited, occasional, or incidental use of electronic communications for personal use may be permitted under the following circumstances

- Personal use may not interfere with the productivity of the employee or his/her co-workers;
- Personal use may not involve any prohibited activity described in this

Policy;

- Personal use may not disrupt or delay the performance of [JPIADISTRICT](#) business;
- Personal use may not consume [JPIADISTRICT](#) resources or otherwise deplete system resources available for [JPIADISTRICT](#) business purposes;
- Personal use may not be used for personal employee gain or commercial ventures;
- Personal use may not support or advocate non-[JPIADISTRICT](#)-related business purposes; and
- The [JPIADISTRICT](#)'s record retention program is regulated by various record retention laws.

2. Retention of E-mail

No e-mail messages shall be considered by the [JPIADISTRICT](#) to be retained in the ordinary course of business. However, the content of some e-mail messages could be classified as a record pursuant to the guidelines established by management and to the following criteria:

- Content required by law to be retained;
- Content which is documentation of notice to a member of the public of an action or position taken on behalf of the [JPIADISTRICT](#);
- Content which is documentation of a [JPIADISTRICT](#) policy, [JPIADISTRICT](#) regulation, or official decision made on behalf of the [JPIADISTRICT](#);
- Content which is documentation of a transaction of business between the [JPIADISTRICT](#) and another party; and
- Employees should make themselves familiar with the provisions of the [JPIADISTRICT](#)'s Records Retention Policy to determine if an email is required to be maintained as a printed and/or electronic document.

3. Access of Another Person's Electronic Communications

Employees may not intercept, eavesdrop on, record, read, alter, retrieve, receive, send, or use another person's Electronic Communications and/or storage without proper authorization. Employees, including system administrators and Supervisors, may not, without authorization, peruse Electronic Communications and/or Electronic Storage of other employees.

4. [JPIADISTRICT](#)-Wide Web Site Policies

The external (or public) [JPIADISTRICT](#) World Wide web site and all domains owned and maintained by the [JPIADISTRICT](#) represent a fundamental communication tool for providing critical [JPIADISTRICT](#) information. The goal of the collective web sites is to encourage increased participation in [JPIADISTRICT](#) activities. ~~The internal intranet (The Fountain) (Name)~~<http://wrd.portal.org> web site provides fundamental and

Commented [AQ244]: Include correct name.

critical information to all employees to assist in accomplishing the [JPIADISTRICT](#)'s mission. Towards this end, the development and use of the [JPIADISTRICT](#)'s sites are guided by the web site policy:

The [JPIADISTRICT](#)'s IT Department is responsible for advising departments regarding the creation and implementation of their respective web sites, helping departments to comply with the web policies, and maintaining and securing the web servers and web site.

- The [JPIADISTRICT](#)'s web site is for "official use" only. All information disseminated through the web site must be related to the official duties and responsibilities of employees and department.
- The California Public Records Act applies to information processed, sent, and stored on the Internet. Confidential information should not be posted on the [JPIADISTRICT](#)'s external web site. Management must approve all information that is posted on the web site.
- No [JPIADISTRICT](#) employee or official may use any [JPIADISTRICT](#) web site for campaign-related purposes. Such campaign-related purposes include, but are not limited to, the following: statements in support or opposition to any candidate or ballot measure; requests for campaign funds or references to any solicitations of campaign funds; and references to the campaign schedule or activities of any candidate. The [JPIADISTRICT](#) official web site may not be linked to any private web site related to a candidate's campaign for elective office, but it may link directly to the home page of the election-related pages where general election and candidate information can be found.

5. Internet

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

a. Unacceptable Use of the Internet

All existing [JPIADISTRICT](#) policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of [JPIADISTRICT](#) assets or resources. It is a violation of [JPIADISTRICT](#) policy to use computers, electronic communications, electronic information, or the Internet, in a manner that is: discriminatory, harassing, or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against [JPIADISTRICT](#) policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

While it is not possible to provide an exhaustive list of every type of

inappropriate use of the Internet, all users should be aware that

appropriate use of the Internet includes, but is not limited to, the following rules:

- Never use an account assigned to another user;
- Never make an unauthorized attempt to enter any computer;
- Never post, send, or provide access to any confidential Employer materials or information;
- Never post or send publications of discriminatory, offensive, harassing, defamatory, or confidential remarks about other employees;
- Never access or send sexually-suggestive material;
- No gambling;
- No trademark, copyright, and licensing stipulation infringements;
- No proprietary and confidential information;
- No solicitation, according to the [JPIADISTRICT](#)'s policy;
- No personal sites; and
- No threatening or inappropriate blogs.

b. Communications

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

c. Monitoring of Communications and Passwords

The [JPIADISTRICT](#) reserves the right to inspect all [JPIADISTRICT](#) property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. [JPIADISTRICT](#) computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The [JPIADISTRICT](#) reserves the right to access, review, and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems, and other digital archives and to access, review, and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of [JPIADISTRICT](#) policy or any law occurs. E-mail may be monitored by the [JPIADISTRICT](#) and there is no expectation of privacy. Assume that

e-mail

may be accessed, forwarded, read, or heard by someone other than the intended recipient, even if marked as private.”

Employee passwords may be used for purposes of security but the use of a password does not affect the [JPIADISTRICT](#)'s ownership of the electronic information or ability to monitor the information. The [JPIADISTRICT](#) may override an employee's password for any reason.

All passwords created by the user or issued to the user are for the purpose of communication and are not to be shared, given, or otherwise disclosed to any other person. Passwords must not be shared and will be changed periodically by the [JPIADISTRICT](#) staff to ensure security. All security features contained within the [JPIADISTRICT](#)'s Electronic Communications Systems such as passwords, codes, or delete functions will not prevent the [JPIADISTRICT](#) from accessing employees' business or personal Electronic Communications, stored or otherwise, on the Electronic Communications Systems.

d. No Right of Privacy

The [JPIADISTRICT](#) respects the individual privacy of its employees. However, employee privacy does not extend to the employee's work-related conduct or to the use of [JPIADISTRICT](#)-provided equipment or supplies.

Employees should be aware that the terms of this Policy limit their privacy in the workplace.

The [JPIADISTRICT](#)'s Electronic Communications Systems, Electronic Communications, and Electronic Storage are the [JPIADISTRICT](#)'s property and are intended for [JPIADISTRICT](#) business. All Electronic Communications and Electronic Storage within these systems are the property of the [JPIADISTRICT](#), regardless of the content, including any personal communications. The [JPIADISTRICT](#) reserves the right to monitor the Electronic Communications Systems for any reason, including the right to review, audit, and disclose all matters sent over and/or stored in the Electronic Communications Systems.

As a result, employees should be aware that no Electronic Communications transmitted on the Electronic Communications Systems, or Electronic Storage contained within the systems, is private or confidential. Employees should have no expectation of privacy with respect to any use, including storage, business, or personal, of the [JPIADISTRICT](#)'s Electronic Communications Systems.

Employees should be aware that Electronic Communications and/or Electronic Storage can be copied, modified, and/or forwarded to others without the express permission of the original author. Therefore, employees must use caution in the storage, transmission, and dissemination of Electronic Communications outside of the [JPIADISTRICT](#) and must comply with all state and federal laws. Electronic Communications and/or Electronic Storage of the [JPIADISTRICT](#) may be recognized as official records in need of

protection/retention in accordance with the laws of California. All e-mail and Internet messages are subject to state and federal laws, including but not limited to the California Public Records

Act, open meeting laws, and the federal Electronic Communications Privacy Act.

The California Public Records Act (CPRA), Government Code Section 6520, *et seq.* requires the [JPIADISTRICT](#) to make all public records available for inspection and to provide copies upon request. A public record is any writing (which includes electronic documents) related to the conduct of the public's business prepared, owned, used, or retained by the [JPIADISTRICT](#). The CPRA includes a number of exceptions from the disclosure requirement. Any information on the [JPIADISTRICT](#)'s information system may be subject to disclosure under the CPRA. If there is some doubt, the employee should contact his or her department [manager-supervisor](#) for advice as to whether the information is public record. All public records must be retained in accordance with the [JPIADISTRICT](#)'s Record Retention Policy.

6. **Social Networking**

The [JPIADISTRICT](#) views social networks such as web based discussion or conversation pages and other forms of social networking such as Facebook, Twitter, You Tube, etc., as significant new forms of public communication. As such, we hold all of our employees who engage in social networking to the same standards we hold for any public communications. Therefore, all employees have an obligation to the [JPIADISTRICT](#) to ensure that any public communication they make, including social networking communications, must not negatively impact the reputation of the [JPIADISTRICT](#) or bring disrepute in any way to the [JPIADISTRICT](#), its partners, customers, suppliers, etc. Further, only a select group of employees are authorized to publicly speak on behalf the [JPIADISTRICT](#), per our Media Contact policy. Violations of this policy will result in discipline, which may include termination, depending on the severity of the situation and its impact on the [JPIADISTRICT](#).

Additionally, engaging in social networking during your workday can negatively impact your productivity and work performance. Therefore, it is your responsibility to regulate your social networking so that it does not impact your productivity or cause performance issues.

Identified below are general guidelines and examples of prohibited communications. Please note that this list contains examples only and is not intended to be, nor is it, an exhaustive list of prohibited communications. The absence of, or lack of explicit reference to, a specific site does not limit the extent of the application of this policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Consult with your manager or supervisor if you are uncertain.

General Guidelines and Examples of Prohibited Communications:

- You may not use the [JPIADISTRICT](#)'s logo on your posts unless given written consent by the [CEO/General Manager](#).
- Do not link to the [JPIADISTRICT](#)'s website or post [JPIADISTRICT](#)

Commented [AQ245]: WRD have a media contact policy?

Commented [BM246R245]: Yes, we should set a meeting with Pete Brown to review it. We should also set a meeting with Finance to review the payroll sections.

material on a social media site without written permission.

- All [JPIADISTRICT](#) policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment, code of conduct, non-competition, protecting confidential and/or proprietary information. Violation of this policy may lead to discipline up to and including termination.

7. Software

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software or applications. All software downloads will be done through the Technology Services staff.

8. Mobile Device Policy

[JPIADISTRICT](#) grants its employees the privilege of purchasing and using smartphones and tablets of their choosing at work for their convenience. [JPIADISTRICT](#) reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined below. This policy is intended to protect the security and integrity of [JPIADISTRICT](#)'s data and technology infrastructure.

Limited exceptions to the policy may occur due to variations in devices and platforms. [JPIADISTRICT](#) employees must agree to the terms and conditions set forth in this policy in order to be able to connect their devices to the company network.

a. Policy and Guidelines for [JPIADISTRICT](#)-Provided Mobile Device

The following policy and guidelines inform [JPIADISTRICT](#)-provided mobile device users of their allowable usage and features available for business and limited personal use. This document also serves to make clear the responsibility of mobile device users to take proper care of the [JPIADISTRICT](#) furnished equipment entrusted to them. Mobile device care is the responsibility of each mobile device user. Failure to adhere to the guidelines listed below may result in personal liability and/or retraction of device privileges.

b. [JPIADISTRICT](#) expects mobile-device users to:

- Protect their [JPIADISTRICT](#)-issued device from theft, damage, abuse, and unauthorized use;
- If the device is lost or stolen, the user will notify the [JPIADISTRICT](#) Help Desk within one hour, or as soon as practical after you notice the device is missing. [JPIADISTRICT](#) IT will lock and disable the device upon notification. A lost or stolen device will be replaced a maximum of three times, pending availability of devices and funding;
- Maintain usage within the plan parameters. If your business use requirements are dramatically different than the standard plan, you must contact the Director of Finance to discuss other available options; Comply with [JPIADISTRICT](#) appropriate use policies when using the device found in Section VIII –Around The Office, C. Electronic Communications Policy;

Commented [AQ247]: Have a official Help Desk?

Commented [BM248R247]: Yes, it is our Front Reception Desk. We normally make agency wide announcements over the intercom from that desk.

- Abide by the law governing the use of mobile cell phones and/or smartphones while driving (e.g., hands-free use and/or texting); and
- Purchase any additional mobile device accessories (e.g., holsters, cases, car chargers, screen protectors, Bluetooth headsets, etc.) that the user may desire in addition to the items provided by the [JPIADISTRICT](#).

c. Privacy Expectations:

[JPIADISTRICT](#) employees do not have a right, nor should they have an expectation, of privacy while using [JPIADISTRICT](#) provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the [JPIADISTRICT](#) provided device for limited personal use. By acceptance of the [JPIADISTRICT](#) provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

d. Additional Guidelines:

- [JPIAWRD](#) Director of Finance has complete oversight and management of device usage and expenses.
- The [JPIADISTRICT](#)-provided devices are being provided as a productivity tool for business use. [JPIADISTRICT](#) reserves the right to terminate services for non-use, limited business use, or excessive personal use. The policy for terminating voice and data services for non-usage is 30 days.
- Due to voice plan minute restrictions, employees should opt to use their work landline phone, when at their workstation, to make and receive calls.
- Assistance or support is handled by the [JPIADISTRICT](#) Helpdesk.
- International roaming services may be available on a temporary basis for business travel only. Data rate plans for e-mail and broadband cards are an additional cost to [JPIADISTRICT](#) for mobile device users traveling outside the continental United States. Contact the Director of Finance 30 days prior to travel to request temporary international roaming feature, if you have official [JPIADISTRICT](#) travel plans abroad. Failure to add the international roaming feature could result in cost overages for which the Agency will not be responsible.
- [JPIADISTRICT](#) reserves the right to recall/disconnect [JPIADISTRICT](#)-provided mobile devices due to budget restrictions or changes to deployment priorities.

Questions related to the above Policy and Guidelines should be directed to your supervisor.

Commented [AQ249]: Who does?

Commented [BM250R249]: Chief Financial Officer

Commented [AQ251]: What is policy for non-usage?

Commented [BM252R251]: 30 days as listed

Commented [AQ253]: Contact who?

Commented [BM254R253]: Chief Financial Officer

e. ~~Bring Your Own Device (BYOD) — Policy and Rules of Behavior~~

This document provides policies, standards, and rules of behavior (ROB) for the use of personally owned smart phones and/or tablets by JPIADISTRICT employees (herein referred to as users) to access JPIADISTRICT network resources. Access to and continued use of network services is granted on condition that each user reads, signs, respects, and follows the JPIADISTRICT's policies concerning the use of these devices and services.

f. ~~Current Devices Approved for Use During BYOD Pilot:~~

Android Smart Phones & Tablets
Blackberry Smart Phones & Playbook
iOS iPhones & iPads

~~Expectation of Privacy: JPIADISTRICT will respect the privacy of your personal device and will only request access to the device by technicians to implement security controls, as outlined below, or to respond to legitimate discovery requests arising out of administrative, civil, or criminal proceedings (applicable only if user downloads JPIADISTRICT email/attachments/documents to their personal device).~~

~~This differs from policy for JPIADISTRICT provided equipment/services, where JPIADISTRICT employees do not have the right, nor should they have the expectation, of privacy while using JPIADISTRICT equipment or services. While access to the personal device itself is restricted, JPIADISTRICT Policy and Rules of Behavior regarding the use/access of JPIADISTRICT e-mail and other JPIADISTRICT system/service remains in effect. If there are questions related to compliance with the below security requirements, the user may opt to drop out of the BYOD program versus providing the device to technicians for compliance verification.~~

~~Virtual Private Network (VPN) BYOD access is available for senior executives or management and requires approval of the Chief Executive Officer/General Manager (CEO). Currently this access is only available for Apple iOS iPad devices. Access is not been approved for Android devices.~~

g. ~~Overall Requirements for all BYODs Accessing JPIADISTRICT Network Services:~~

- ~~• User will not download or transfer sensitive business data to their personal devices. Sensitive business data is defined as documents or data whose loss, misuse, or unauthorized access can adversely affect the privacy or welfare of an individual (personally identifiable information), the outcome of a charge/complaint/case, proprietary information, or agency financial operations. This excludes JPIADISTRICT e-mail that is protected through the various security controls listed below;~~
- ~~• User will password protect the device;~~
- ~~• User agrees to maintain the original device operating system and keep the device current with security patches and updates, as~~

Commented [AQ255]: Is there similar program? Include devices used.

Commented [AQ256]: WRD provide?

released by the manufacturer. The user will not “Jail Break” the

device (installing software that allows the user to bypass standard built-in security features and controls);

- User agrees that the device will not be shared with other individuals or family members, due to the business use of the device (potential access to JPIADISTRICT e-mail, etc.);
- User agrees to delete any sensitive business files that may be inadvertently downloaded and stored on the device through the process of viewing e-mail attachments. JPIADISTRICT IT will provide instructions for identifying and removing these unintended file downloads. Follow the promise, "When in Doubt, Delete it Out."

h.e. Accessing JPIADISTRICT (e-Mail/Calendar) Services on BYOD

- If the device is lost or stolen, the user will notify the JPIADISTRICT Help Desk within one hour, or as soon as practical after you notice the device is missing. JPIADISTRICT IT will lock the device, and e-mail on the device will be deleted, if possible.
- Users must comply with all JPIADISTRICT password policies, including use of strong passwords, password expiration, and password history.

h.f. Backing-Up / Storing documents on Non- JPIADISTRICT Servers

- User will not download/transfer sensitive JPIADISTRICT business data/documents to any non-JPIADISTRICT device.

h.g. Use of Virtual Private Network (VPN) to access Network Services

- Users must have a need to access internal JPIADISTRICT resources, such as the iVos, Document Management System, NavRisk, Network drives, etc., as required by her/his position and duties.
- Users may only use JPIADISTRICT approved and configured VPN client software to access JPIADISTRICT's VPN.
- Users must comply with all JPIADISTRICT Password Policies on their device, including use of strong passwords, password expiration (6 months), and password history (3).
- Users will immediately notify IT if the device is lost or stolen, at which point JPIADISTRICT will lock the device and disable the user's VPN access.

Commented [BM257]: This is farther than WRD is ready to go right now. Perhaps in the future we will be able to implement such a policy, but right now I don't see how we'd monitor usage.

Commented [AQ258]: We use VPN access as well for certain user who need to access their desktop computers at home.

9. Violations

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

D. Voice Mail

The phone system is equipped with a very efficient and easy to use voice mail system. You should change your voice mail message daily and also be sure to leave a message if you are going to be out of the office.

E. Smoking

In accordance with California State law, the entire building is considered a non-smoking area, including use of e-cigarettes. An ashtray and smoking area are provided by the handicap walkway in front of the building.

F. Security

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

The building is secured with electronic keypads for access before and after hours. You will be given a confidential code, not to be shared with anyone. Specific instructions are included in the Security Section of this kit.

Since the [JPIADISTRICT](#) retains the right to search its property or facilities at any time (including employee-assigned desks, files and computer systems), if you have anything of a private nature that you wish not to be subjected to discovery during such searches, these items should be kept in your briefcase, purse or lunch bag.

G. Solicitation and Distribution

Soliciting your co-workers when either of you is on work time being paid for by the [JPIADISTRICT](#) is prohibited, including the use of e-mail. Distribution or posting of pamphlets, leaflets, or any other literature in the [JPIADISTRICT](#)'s departments is prohibited except in the employee break room.

H. Workers' Compensation Disclaimer Notice

The [JPIADISTRICT](#) or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of your voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of your work-related duties.

I. Return-to-Work Program (RTW)

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

This policy is consistent with the [JPIADISTRICT](#)'s responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities.

Managers will assist by directing the employee to appropriate care and assisting in proper reporting of the injury or illness while maintaining a positive and constant flow of communication with the injured worker. They will also assist in arranging work which meets "light duty" restrictions, as needed, to reduce lost time. The [JPIADISTRICT](#) management staff will work with the workers' compensation carrier (if applicable) and the physician to assist with the

Commented [AQ259]: WRD provide keypads/keys?

Commented [BM260R259]: Employees access the building with key fobs which are tracked. Employees are also given a code for accessing the outside perimeter gate.

assessment of the employee's ability to return to work. Together they will actively encourage the treating physician to release the injured worker to work as soon as possible.

By this joint effort, the [JPIADISTRICT](#) will help the injured/ill worker recover at a more rapid rate, gain production for wages paid, minimize the employees' wage loss, and reduce workers' compensation costs.

J. Break Room

The [JPIADISTRICT](#) has a great "kitchen" and "service areas" for your use throughout the workday. It is important that you clean up after yourself. Do not leave any dirty dishes, wipe off the counters, and clean the inside of the microwave if there is any splattering of food during cooking.

- Coffee/Tea/Hot Chocolate: These items are available for your use and convenience, so help yourself.
- Making Coffee: If you find that the coffee pot is running low, please make the next pot of coffee. If you're not sure how to make the coffee, ask someone to help you. When the coffee has been made, throw the grounds in the garbage (not in the sink), rinse the basket, and place it in the drainer for the next person to use.
- Employee Fund Committee: The Committee provides a supply of various food/drink items for purchase. All profits go back to the Committee for staff events.
- ~~Sacramento Bee~~ ~~Los Angeles Times~~: The daily paper is delivered to the office and is for everyone's use and convenience. Please leave the papers in the break room and wait until the end of day if you need to cut out an article or coupon.
- ~~Coffee~~ Cup Washing: The dishwasher is run every Friday afternoon. If you would like to have your cup washed, place it in the dishwasher before the end of the day on Fridays.
- ~~Refrigerators~~: ~~The~~ There are two (2) refrigerators are available for your convenience. However, there are over 40 [number] several employees using the refrigerators, so please limit the amount of items you put in them. Also, they will be cleaned out every Friday, so please throw away any old items and take home any dishes, Tupperware, etc. If you have items that you want to keep, please put your name on them.

Commented [AQ261]: Any publications delivered?

Commented [BM262R261]: We only have the LA Times paper delivered.

Commented [AQ263]: Dishwasher available?

Commented [BM264R263]: Employees hand wash their dishes.

Commented [AQ265]: What is WRD refrigerator policy?

Commented [BM266R265]: The policy is as stated here, weekly clean-out.

Commented [AQ267]: Include correct number.

Commented [BM268R267]: I would go without a specific number. We'd have to update the handbook each time an employee was hired.

K. Supplies

It is the [JPIADISTRICT](#)'s intent to provide you with everything you need to do your job. Basic supplies are kept in the workroom. Any special orders should be placed on special forms provided to each department and approved by your manager and the [Director of Administration-Manager of Internal Services](#) before submitting it to the receptionist for ordering.

Section IX — Leaving The JPIADISTRICT

A. Resignation

When you decide to leave for any reason, your manager, the ~~Chief Executive Officer~~General Manager and/or the ~~Director of Administration~~Manager of Internal Services would like an opportunity to discuss the resignation with you before final action is taken.

B. Termination

As a JPIADISTRICT employee, you have the status of “employee-at-will,” meaning that you have no contractual right, expressed or implied, to remain in the JPIADISTRICT’s employ. The JPIADISTRICT may terminate your employment, or you may terminate your employment, with or without cause, and with or without notice, at any time. No ~~manager~~supervisor or other representative of the JPIADISTRICT has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above, with the exception of the ~~Chief Executive Officer~~General Manager.

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

Commented [AQ269]: What is WRD policy?

Commented [BM270R269]: This is WRD policy. Three days no show could result in termination.

C. Employee Exit

Employee agrees that during the time between notification of separation and last day of employment, they will cooperate fully with the JPIADISTRICT in all matters relating to the winding up of any pending work and the orderly transfer to the other JPIADISTRICT employees of the accounts for which he has been most recently responsible. Employee further agrees that prior to the expiration of the “Notice Period,” they will return to the JPIADISTRICT all originals and hard copies of literature, correspondence, memoranda, reports, summaries, manuals, proposals, contracts and other documents of any kind which relate in any way to the business of the JPIADISTRICT including specifically all materials which comprise or refer to the JPIADISTRICT’s Confidential Information.

D. Cooperation with Investigations

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

Employee's reasonable expenses or incur them directly.

E. Property Return Agreement

Upon employment with the [JPIA/DISTRICT](#), each employee may complete a [Property Return Agreement](#) [\[Name\]](#) if they receive any [JPIA/DISTRICT](#) property. Property includes, but is not limited to, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job related materials. All [JPIA/DISTRICT](#) property must be returned prior to departure.

Commented [AQ271]: Include name of form to be used.

Commented [BM272R271]: "Property Return Agreement" is fine unless you can think of another better title.

F. Exit Interview

The ~~Director of Administration~~[Manager of Internal Services](#)–[Manager of Internal Services](#) is responsible for scheduling an exit interview with you on your last date of employment and for arranging the return of the [JPIA/DISTRICT](#)'s property.

G. Benefits

Medical, Dental, and Vision benefits end on the last day of the month of your employment. Life and Disability coverages require "active" employment; therefore coverage for these two ends on your last day worked.

COBRA notification will be sent directly to your home.

H. Final Paycheck

You will receive your final paycheck on the next regularly scheduled pay day or earlier if it is required by law. Unused vacation will be paid and calculated in accordance with the [JPIA/DISTRICT](#)'s vacation policy.

I. CalPERS

You will be notified directly by CalPERS regarding your options.

J. Deferred Compensation Plan

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

Section X — Acknowledgment of Receipt of Handbook and At-Will Agreement

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

JPIADISTRICT Employee Handbook Receipt (employee copy)

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

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

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

Employee's Signature: _____ Date: _____

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

Acknowledgment of Receipt of Handbook and At-Will Agreement

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

JPIADISTRICT Employee Handbook Receipt (employer copy)

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

Employee's Signature: _____ Date: _____

Sign, date, and return this copy to the ~~Director of Administration~~Manager of Internal Services.



MEMORANDUM

ITEM NO. 4

DATE: FEBRUARY 28, 2018
TO: ADMINISTRATIVE COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: CLASSIFICATION AND COMPENSATION STUDY UPDATE

SUMMARY

This item reports the results of the Classification and Compensation Study Request for Qualifications (RFQ) process and requests the Administrative Committee forward a recommendation to negotiate a fee, scope and schedule with the most qualified respondent.

BACKGROUND

From time to time it is necessary to study the work being performed by employees and their resulting compensation. The District last underwent such a review about 11 years ago in 2007. The results of that study are the impetus behind the District's current position classification plan and it reasonable to think a new survey would inform practice for just as long. As such, it is critical the District utilize this opportunity to at least: (1) address any existing classification and compensation issues, (2) establish an effective pay range scale and (3) plan for the future through developing new classifications. Toward that end, staff proposed to circulate a Request for Qualifications for a Classification and Compensation Study. The results of that request are reported below:

Respondent	Score
Segal Waters Consulting (Determined most qualified)	10
RSG	13
NFP	13
Koff	14



Segal Consulting provides comprehensive consulting and actuarial services to public employee benefit programs. As an independent, employee-owned firm, our advice is objective and unbiased. Public sector plan sponsors face pressures of increasing workforce costs and shrinking revenues, the need to accommodate a growing population of baby boomer retirees, and the difficulties — and necessity — of adopting new technologies to replace older, labor-

intensive systems. You compete with the private sector for your best people — which can make it difficult to recruit and retain top talent. You must consider the expectations of plan participants — while still meeting the service demands of your constituents. The benefits you provide are under scrutiny — and the landscape is changing constantly with the new legislation. Segal understands the unique challenges you face. As one of the nation's leading benefits consultants, Segal's dedicated public sector team has the expertise and experience to find the best compensation and benefit solutions to meet the District's needs.

FISCAL IMPACT

None; staff will return to the Board for further direction once the scope, fee and schedule have been negotiated.

ADMINISTRATIVE COMMITTEE RECOMMENDATION

The Administrative Committee recommends the Board of Directors authorize the General Manager to negotiate a fee, scope and schedule with the most qualified respondent.*