

**AGENDA  
IRVINE RANCH WATER DISTRICT  
BOARD OF DIRECTORS  
REGULAR MEETING**

February 11, 2019

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

5:00 p.m., Board Room, District Office  
15600 Sand Canyon Avenue, Irvine, California

**ROLL CALL**

Directors Reinhart, Matheis, Swan, and Withers and President LaMar

**NOTICE**

If you wish to address the Board on any item, including Consent Calendar items, please file your name with the Secretary. Forms are provided on the lobby table. Remarks are limited to three minutes per speaker on each subject. Consent Calendar items will be acted upon by one motion, without discussion, unless a request is made for specific items to be removed from the Calendar for separate action.

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**COMMUNICATIONS TO THE BOARD**

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1. A. Written:

B. Oral:

2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Recommendation: Determine the need to discuss and/or take immediate action on item(s).

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**WORKSHOP**

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3. IRWD WATER BANKING OBJECTIVES, CAPACITIES AND SOURCES OF SUPPLY

Recommendation: Receive and file.

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**CONSENT CALENDAR**

**Resolution No. 2019-6**

**Items 4-10**

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4. RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS

Recommendation: That the Board ratify/approve the meetings and events for Mary Aileen Matheis, Doug Reinhart, Steve LaMar, Doug Reinhart, Peer Swan and John Withers, as described.

**CONSENT CALENDAR – Continued**

**Resolution No. 2019-6**

**Items 4-10**

5. MINUTES OF BOARD MEETING

Recommendation: That the minutes of the January 28, 2019 Regular Board meeting be approved as presented.

6. 2019 LEGISLATIVE AND REGULATORY UPDATE

Recommendation: That the Board adopt an “oppose” position on the Safe and Affordable Drinking Water and Exide Cleanup Budget Trailer Bill; a “watch” position on AB 68 (Ting), AB 69 (Ting), and SB 13 (Wieckowski) and authorize staff to change the position to “seek amendments” should amendments need to protect the District’s interests that relate to rate, charges and fees; a “watch” position on AB 134 (Bloom), AB 217 (Garcia), ACA 3 (Mathis/Garcia), SB 200 (Monning); a “support” position on AB 292 (Quirk), the Association of California Water Agencies/California Municipal Utilities Agencies’ Safe Drinking Water Trust, SB 134 (Hertzberg), the San Diego County Water Authority’s proposal related to military veterans and water/wastewater plant operator certification, and The Water Recycling Investment and Improvement Act (Napolitano); and a “support in concept” position on California Municipal Utilities Agencies/Eastern Municipal Water District’s reintroduction of AB 2050.

7. PROPOSED 2019 INVESTMENT POLICY

Recommendation: That the Board adopt a resolution approving the 2019 Investment Policy and authorizing the Treasurer and Assistant Treasurer(s) to invest and reinvest funds of the District and of each of its improvement districts and to sell and exchange securities.

Reso. No. 2019-

8. REVISED PERSONNEL POLICIES AND PROCEDURES

Recommendation: That the Board adopt a resolution superseding Resolution 2019-No. 2016-5 and establishing Revised Personnel Policies and Procedures.

Reso. No. 2019-

9. SAND CANYON PROFESSIONAL CENTER PHASE II MATERIALS TESTING AND INSPECTION CONSULTANT SELECTION

Recommendation: That the Board authorize the General Manager to execute a Professional Services Agreement with Koury Engineering & Testing, Inc. in the amount of \$137,807 for materials testing and inspection services for the Sand Canyon Professional Center Phase II, project 06210.

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**CONSENT CALENDAR**

**Resolution No. 2019-6**

**Items 4-10**

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10. NEWPORT COAST LIFT STATION REHABILITATION BUDGET INCREASE AND BID REJECTION

Recommendation: That the Board authorize a budget increase in the amount of \$274,000, from \$2,654,600 to \$2,928,600, for Project 06400, reject the bid received for the Newport Coast Lift Station Landscape project, and authorize staff to re-bid the landscape project after revising the project documents.

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**ACTION CALENDAR**

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11. CYBERSECURITY RISK MANAGEMENT ASSESSMENT PROFESSIONAL SERVICES CONTRACT AWARD

Recommendation: That the Board authorize the General Manager to execute a Professional Services Agreement with Tevora in the amount of \$178,200.

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**OTHER BUSINESS**

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Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, and make brief reports on his/her own activities. The Board or a Board member may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.

12. General Manager's Report

13. Directors' Comments

14. Receive oral update(s) from District liaison(s) regarding communities within IRWD's service area and provide information on relevant community events.

15. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1): *Orange County Water District v. Sabic Innovative Plastics US, LLC, et al.*, Case No. 30-2008-0078246-CU-TT-CXC

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1): *Filanc-Balfour Beatty, JV v. IRWD*, Case No. 30-2019-01048770-CU-BC-CXC


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**OTHER BUSINESS – Continued**

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16. Open Session
17. Adjourn

Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Irvine Ranch Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection in the District's office, 15600 Sand Canyon Avenue, Irvine, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District Secretary of the District Office at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available at the entrance to the Board of Directors Room of the District Office. The Irvine Ranch Water District Board Room is wheelchair accessible. If you require any special disability-related accommodations (e.g., access to an amplified sound system, etc.), please contact the District Secretary at (949) 453-5300 during business hours at least seventy-two (72) hours prior to the scheduled meeting. This agenda can be obtained in alternative format upon written request to the District Secretary at least seventy-two (72) hours prior to the scheduled meeting.

February 11, 2019  
Prepared by: K. Welch  
Submitted by: F. Sanchez / P. Weghorst  
Approved by: Paul A. Cook 

## BOARD WORKSHOP

### IRWD WATER BANKING OBJECTIVES, CAPACITIES AND SOURCES OF SUPPLY

#### SUMMARY:

This workshop will provide a review IRWD's water banking programs and describe examples of the sources of water for banking. The review will include an overview of the District's current objectives and policy positions associated with water banking along with an overview of IRWD's water banking facilities, a status update of water stored in IRWD's water banking facilities, and a summary of existing water supply exchange programs including how associated capacities are allocated to each exchange program. Staff will also review how the Kern Fan Groundwater Storage Project and capacities will enhance IRWD's ability to store water for our customers' needs. Information will also be provided on exchange programs and challenges associated with implementing programs involving water from the Central Valley Project (CVP).

#### BACKGROUND:

In 2017, IRWD completed a Water Supply Reliability Evaluation that affirmed the importance of IRWD's water banking projects in meeting IRWD demands during future droughts and major water supply interruptions. The evaluation identified that there is a 66% chance of at least one magnitude 6.7 or greater earthquake in the Bay Area before 2032. Such an earthquake could cause failures of significant numbers of Sacramento-San Joaquin River Delta levees. After the seismic event, repairs to the levees could take 25 months or more. During this period, there could be significant and prolonged reductions in State Water Project (SWP) diversions to Southern California. Accordingly, Metropolitan Water District of Southern California would implement its Water Supply Allocation Plan. Should the Colorado River also be in a shortage condition (which is probable) with diminished regional storage levels, Metropolitan's allocations of water to its Member Agencies could be significantly reduced. To ensure that IRWD can continue to meet its customers' needs under such shortage conditions, the District has continued the implementation of its water banking program.

The basic operating premise of the IRWD water banking program is to secure water in wet years that can be stored as Extraordinary Supply, and then extract this water when Metropolitan is allocating water during major droughts and supply interruptions such as Delta seismic events described above. In the event of a major supply interruption, IRWD's banked water is intended to fulfill IRWD's needs for imported water for up to three consecutive years.

IRWD has implemented its banking program based on mutually-beneficial partnerships with local agencies (e.g., Rosedale-Rio Bravo Water Storage District, Buena Vista Water Storage District, Kern County Water Agency, etc.), operating partners (e.g., Metropolitan, Dudley Ridge Water District), and other key stakeholders such as the Department of Water Resources. IRWD's water banking program has been implemented as a cost effective and environmentally sound method of providing such long-term water supply reliability.

### Workshop Overview:

At the Workshop, staff will present information in support of IRWD's water banking program objectives as described above as well as the following:

- IRWD's current policy position on water banking, transfers and wheeling (dated September 25, 2017), provided as Exhibit "A";
- A summary of IRWD's existing water banking facilities (owned and leased);
- Current exchange programs that provide sources of water to the water banking program;
- Estimated needs for Extraordinary Supplies;
- Capacities allocated to existing exchange programs;
- The need for the Kern Fan Groundwater Storage Project; and
- A status report on the current amount of water in the IRWD water bank.

At the Workshop, staff will also present an overview of the requirements associated with implementing exchange programs involving supplies from the CVP, which is administered by the Bureau of Reclamation. Key concepts associated with CVP water are described below.

### Water Rights Place of Use:

In reviewing the requirements associated with implementing exchanges of water involving the CVP, staff will summarize how California water rights restrict the areas where water can be used. These areas are described in water rights terms as the "Place of Use". For example, IRWD's existing exchange programs involve SWP water and Kern River water diverted through pre-1914 water rights. IRWD's service area is within the SWP Place of Use. The Kern River water that IRWD has secured is not restricted by Place of Use requirements because the water was diverted using pre-1914 water rights that pre-date existing California water rights law.

Attached as Exhibit "B" is a map that shows the Places of Use for both the CVP and the SWP. Both CVP and SWP supplies must stay within their respective Place of Use under existing water rights law. If CVP water is proposed to be transferred for use outside of the CVP Place of Use, then the Bureau of Reclamation must petition the State Water Resources Control Board to change the Place of Use. At the Workshop, staff will present further information on Place of Use and other requirements for implementing exchanges of water involving CVP water.

### FISCAL IMPACTS:

None.

### ENVIRONMENTAL COMPLIANCE:

This item is not a project as defined in the California Environmental Quality Act as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15378.

RECOMMENDATION:

Receive and file.

LIST OF EXHIBITS:

Exhibit "A" – Irvine Ranch Water District Policy Position Water Banking, Transfers and  
Wheeling dated September 25, 2017

Exhibit "B" – Map of Places of Use of the Central Valley Project and State Water Project

# EXHIBIT "A"

## IRVINE RANCH WATER DISTRICT POLICY POSITION WATER BANKING, TRANSFERS AND WHEELING

Revised: September 25, 2017

### Issue Summary:

The Irvine Ranch Water District is further diversifying its water supply portfolio by developing water banking facilities located in the southern San Joaquin Valley in Kern County. Water supplies continue to be stressed in California due to potential shortages from the Colorado River, supply limitations from the Sacramento-San Joaquin Delta (Delta), potential climate change and reoccurring droughts. Under such conditions, water banking recharge, storage and recovery programs will continue to provide a cost effective and reliable supplemental source of water that can be relied upon during major droughts and periods of supply interruptions. The development of and participation in water banking programs by retail water agencies should be encouraged throughout the State. This policy position paper provides Policy Principles for the implementation of the IRWD water banking program.

### IRWD Supply Diversity Requirements:

IRWD's primary mission is to provide a safe and reliable water supply to its customers. IRWD's water supply reliability is directly related to supply diversity. Along with the implementation of numerous water use efficiency programs, IRWD has developed and continues to develop a diverse mix of local and non-local supplies including high quality groundwater, impaired groundwater, and recycled water – all of which reducing IRWD's dependence on imported water.

IRWD has completed a Water Supply Reliability Evaluation that affirmed the importance of IRWD's water banking programs to meet District demands during future droughts and major supply interruptions. Current demand projections indicate that IRWD has a long-term need to store supplemental water that could be called upon during drought conditions or major supply interruptions. In the event of a major supply interruption, such as an earthquake that significantly damages the levees in the Delta, this stored water would be available to fulfill IRWD's estimated needs for imported water over extended periods of time. IRWD's water banking program is a cost effective and environmentally sound method to store and recover supplemental water to meet such long-term supply reliability requirements.

### Key Elements of IRWD's Water Banking Program:

Since 2005, IRWD has made significant progress in the development of its water banking program and in securing associated supplemental supplies. IRWD has purchased land, constructed facilities, and is now operating the Strand and Stockdale Integrated Banking Projects through a long-term partnership with Rosedale-Rio Bravo Water Storage District. IRWD retains equity ownership of these water banking projects. IRWD is also partnering with Rosedale and Castaic Lake Water Agency in the construction of wells that will allow IRWD to ensure the ability to recover water for itself and its partners during peak demand periods.



*Securing Water Supplies:*

So far, IRWD has secured water supplies for its water banking projects through unbalanced exchange partnerships with other agencies. These partnerships allow agencies with surplus water to store water in IRWD's water banking projects in return for transferring 50 percent of the water to IRWD. Such exchanges are called unbalanced exchanges because only half of the water that is delivered into storage is returned to the originating agency.

*Wheeling and Exchange Agreements:*

In 2011, IRWD, Metropolitan Water District of Southern California (MWD) and Municipal Water District of Orange County (MWDOC) executed a long-term Coordinated Operating, Exchange and Delivery Agreement (Coordinated Agreement) that facilitates the delivery of State Water Project (SWP) supplies from IRWD's water banking projects to IRWD's service area. The agreement allows IRWD to secure SWP supplies with the concurrence of MWD, with MWD maintaining control of the introduction of these supplies into its service area. In 2014, IRWD, MWD and MWDOC developed and executed a template Wheeling Agreement that facilitated the delivery of non-SWP water into IRWD's service area. Water delivered to IRWD's service area, through the use of either of these agreements, is considered "Extraordinary Supply" by MWD during water supply allocation periods. It is IRWD's position, that the Coordinated Agreement and the template Wheeling Agreement will be used by IRWD in the future to facilitate the delivery of water that is recovered from IRWD's water banking projects to IRWD's service area.

Sharing Reliability Benefits:

The acquisition of supplemental supplies for IRWD's water banking projects is likely to require the use of unbalanced exchange concepts whereby IRWD stores water on behalf of another party in return for 50 percent of the water being transferred to IRWD. The storage and recovery of water for IRWD's exchange partners will take up capacity in IRWD's water banking projects that might otherwise be available for IRWD's use.

Recently, other agencies have expressed an interest in securing shared reliability from IRWD's water banking programs. It is IRWD's intent, after taking into consideration IRWD's reliability needs as well as hydrologic and regional water supply conditions, that IRWD will be able to enter into shared reliability program agreements that will allow other retail water agencies to receive reliability benefits from IRWD's water banking program. In exchange for receiving these benefits, the agencies would reimburse IRWD for its costs along with a proportional share of IRWD's capital investment in its water banking facilities.

The implementation of future unbalanced exchanges and sharing of reliability benefits from IRWD's water banking projects will result in the need to expand IRWD's water banking capacities. In addition, potential climate change impacts could further increase the need to expand IRWD's water banking projects. Such expansions will ensure that IRWD can meet its water supply reliability requirements while meeting the requirements of its partners. IRWD and Rosedale are currently planning to expand their respective water banking projects and are

working together to secure grant funds from the California Water Commission through the Water Storage Investment Program, that would be used to develop the proposed Kern Fan Groundwater Storage Project. IRWD and Rosedale would each retain equity ownership in half of the project.

Objectives for Acquiring Supplemental Water Supplies:

IRWD's objectives for acquiring both short and long-term supplemental water supplies through water transfers, exchanges and other market transactions, that would be available to IRWD's water banking projects and other water supply reliability programs, excluding supplies needed to fulfill local operations (including irrigation), are as follows:

1. IRWD seeks to acquire low-cost and diverse supplemental sources of water such as high flow Kern River water, State Water Project supplies, water associated with pre-1914 rights, CVP supplies and water from other available sources depending on annual availability and conveyance capacity availability.
2. Generally, IRWD seeks to acquire up to 67% of its supplemental supplies during wet hydrologic periods subject to the conditions established by the water supplier and availability. IRWD does not intend to compete for supplemental supplies during dry years.
3. IRWD plans to acquire up to 33% of its supplemental supplies through smaller sustained, controllable and schedulable supply sources. Such supplies are expected to be acquired through the purchases of farm land that have water supply entitled to it. IRWD intends to preserve existing agricultural uses when possible, and will schedule excess water for direct or exchange delivery to its water banking and other water supply reliability programs through rotational fallowing or onsite conservation using methods that are implemented in coordination with the local community with the intent to minimize significant third-party impacts to local economies.

Policy Principles:

Based on the information provided above, the following IRWD policy principles have been developed:

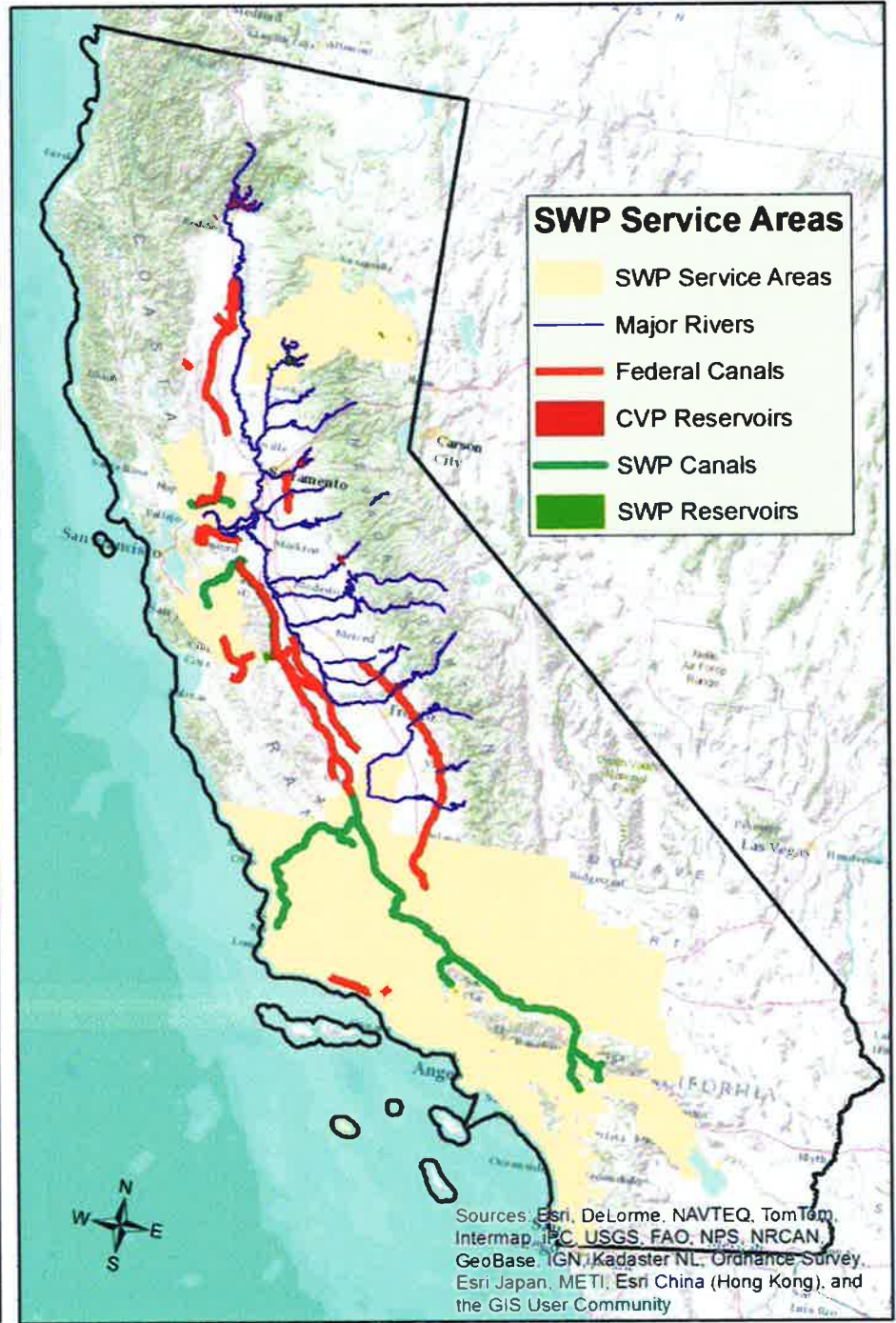
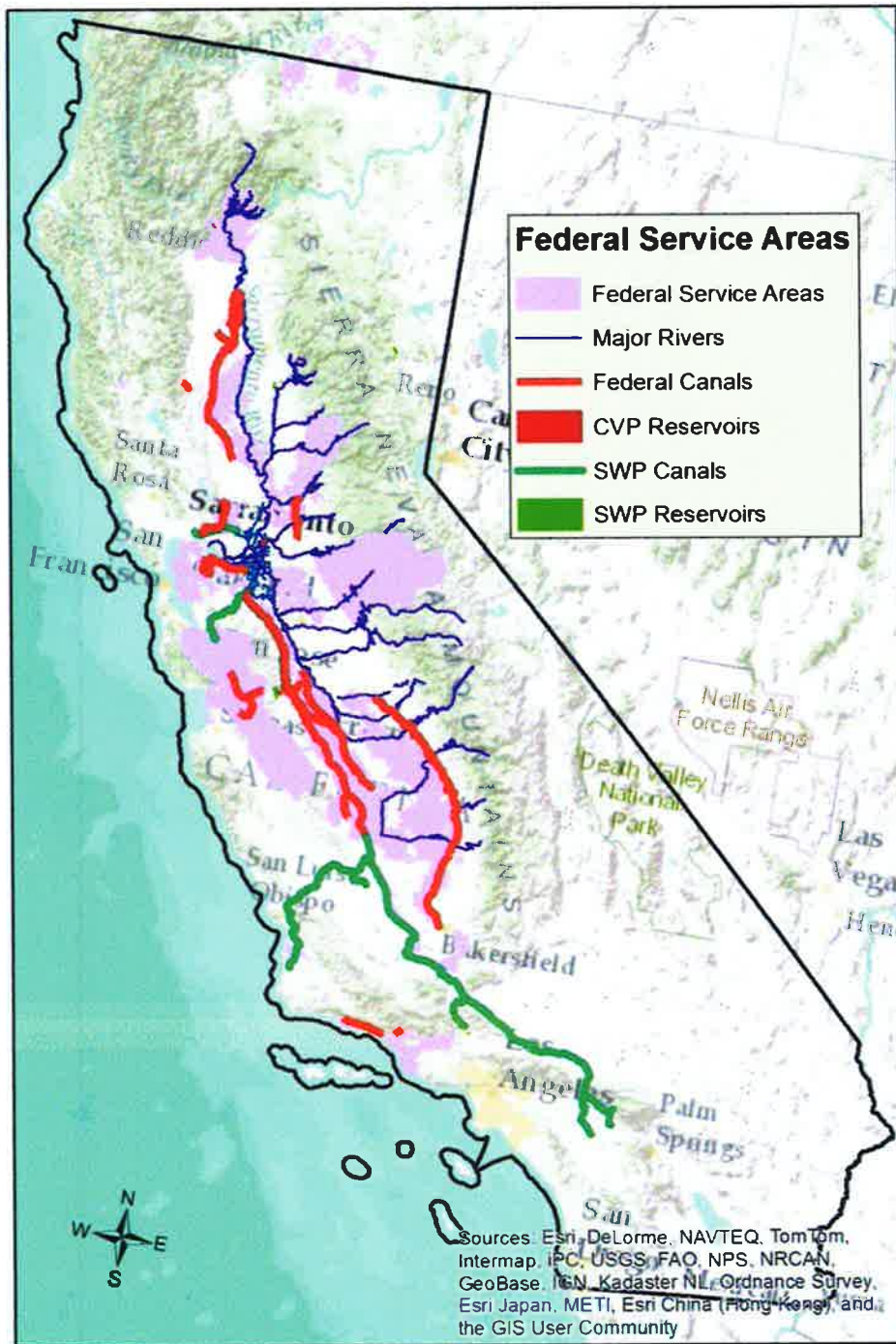
1. The State's water supplies are being impacted by reoccurring droughts, problems in the Delta, a growing population, increasing regulatory pressure, potential climate change impacts, and an imbalance between available water supplies and available storage. As a result, IRWD needs supplemental supplies and storage facilities to bank the supplemental water supplies for use during dry periods.
2. Based on economic and environmental criteria, water banking programs involving storage in groundwater aquifers are preferred, having demonstrated that they are less expensive and preferable to surface storage.

3. A primary mission of IRWD is to provide a highly reliable supply of water. Reliability is enhanced by having multiple redundant sources of supply. To address this need, IRWD will develop diverse supplemental water supply sources and water banking capacities that will be sufficient to meet changes in IRWD's reliability needs in the future.
4. IRWD seeks to secure low-cost and diverse supplemental sources of water including high flow Kern River, State Water Project supplies, water with pre-1914 rights, CVP supplies and water from other available sources depending on annual availability and conveyance and/or exchange capacity that will allow IRWD to achieve its water supply reliability goals through the implementation its water banking program.
5. Because of the District's obligation to its customers, long-term equity ownership of water banking capacity as well as lands that have water supplies entitled to them is strongly preferred over contract or lease arrangements. Equity partnerships that provide benefits to both the District and to local entities are preferred.
6. The District's water banking partners will benefit from the sharing of recharge, storage and recovery capacity through unbalanced exchanges and shared reliability benefit programs. In addition, due to potential climate change, the future intervals between wet years could become longer with increases in the rate of runoff. These issues may make it necessary for IRWD in the future to consider increasing recharge, storage and recovery capacities in its water banking program.
7. Expansion of water banking capacities may be considered through equity purchases of capacities available in existing water banking programs or development of partnerships for capacity expansion.
8. IRWD will support wheeling policies and rates adopted by MWD and other agencies to the extent they reflect cost of service approach. Any wheeling or exchange of water through MWD's conveyance facilities should be consistent with MWD's Administrative Code, must not financially impact MWD or its Member Agencies and should protect MWD's rights including its SWP contract.
9. IRWD will put all available supplemental water supplies to beneficial use using methods that are implemented in coordination with the communities that are local to the source waters and where necessary attempt to minimize significant third-party impacts while preserving the agricultural benefits of the contributing lands through temporary fallowing arrangements and / or water conservation efforts.
10. IRWD will seek partnerships that result in mutually beneficial exchange opportunities including the ability to enhance direct and in-lieu recharge or recovery operations associated with IRWD's water banking program.
11. IRWD will support and actively work with the State and the Federal governments and available legislative processes to streamline procedures for the implementation of short

and long-term water transfers and exchanges as well as the formation of local, regional and statewide water marketing systems.

12. IRWD will support the development of water marketing systems in the State of California that are consistent with and do not expand existing lawful authorities, provide local and regional oversight of markets, encourage regional and statewide cooperation, protect existing land, water and capacity rights, attempt to protect communities from unreasonable third party and / or environmental impacts, do not interfere with contract rights and that result in streamlined abilities to effectuate water transfers, exchanges and wheeling of supplies among voluntary market participants.
13. IRWD will support sharing water supply reliability benefits from its water banking program after considering its own water supply reliability needs as well as hydrologic and regional water supply conditions. In providing such benefits, IRWD will ensure that it is kept financially whole and that IRWD recovers a proportional share of its capital investments in a way that avoids impacts to its customers.

# EXHIBIT "B"



February 11, 2019

Prepared and

submitted by: K. Swan *KS*

Approved by: Paul A. Cook *Paul A. Cook*

CONSENT CALENDAR

RATIFY/APPROVE BOARD OF DIRECTORS'  
ATTENDANCE AT MEETINGS AND EVENTS

SUMMARY:

Pursuant to Resolution 2006-29 adopted on August 28, 2006, approval of attendance of the following events and meetings are required by the Board of Directors.

Events/Meetings

Steven LaMar

February 11                      Monthly Discussion of District Activities with the General Manager  
May 5-10                        Association of California Water Agencies 2019 Spring Conference, Monterey

Mary Aileen Matheis

February 7                      Orange County Business Council's 2019 Annual Dinner, Irvine  
May 6-10                        Association of California Water Agencies 2019 Spring Conference, Monterey

Doug Reinhart

March 17-19                    WateReuse California 2019 Annual Conference, Garden Grove  
May 7-10                        Association of California Water Agencies 2019 Spring Conference, Monterey

Peer Swan

May 6-10                        Association of California Water Agencies 2019 Spring Conference, Monterey

John Withers

January 31                      ISDOC Quarterly Meeting and Luncheon  
February 26                    City of Irvine's 2019 State of the City  
March 17-19                    WateReuse California 2019 Annual Conference, Garden Grove  
May 7-10                        Association of California Water Agencies 2019 Spring Conference, Monterey

RECOMMENDATION:


THAT THE BOARD RATIFY/APPROVE THE MEETINGS AND EVENTS FOR STEVEN LAMAR, MARY AILEEN MATHEIS, PEER SWAN, DOUG REINHART, AND JOHN WITHERS AS DESCRIBED HEREIN.


LIST OF EXHIBITS:

None.

February 11, 2019

Prepared and

Submitted by: L. Bonkowski 

Approved by: Paul A. Cook 

CONSENT CALENDAR

MINUTES OF BOARD MEETING

SUMMARY:

Provided are the minutes of the January 28, 2019 Regular Board meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE JANUARY 28, 2019 REGULAR BOARD MEETING BE APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – January 28, 2019 Minutes of Regular Board Meeting

EXHIBIT "A"

MINUTES OF REGULAR MEETING – JANUARY 28, 2019

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by Acting President Reinhart on January 28, 2019 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

Directors Present: Reinhart, Swan, and Withers.

Directors Absent: Matheis and LaMar.

Also Present: General Manager Cook, Executive of Engineering and Water Quality Burton, Executive Director of Water Policy Weghorst, Executive Director of Operations Chambers, Executive Director of Finance and Administration Clary, Director of Water Recycling Operations Zepeda, Director of Water Resources Sanchez, Director of Water Quality Colston, Legal Counsel Collins, Secretary Bonkowski, Assistant Secretary Swan, Government Relations Officer/Deputy General Counsel Compton, staff and members of the public.

WRITTEN AND ORAL COMMUNICATIONS: None.

ITEMS TOO LATE TO BE AGENDIZED: None.

CONSENT CALENDAR

Director Swan asked that item No. 16, ADOPTION OF REVISED DISTRICT SCHEDULE AND POSITIONS AND SALARY RATE RANGES, be moved to the Action Calendar for discussion. There being no objections, this item was moved accordingly. On MOTION by Withers, seconded by Swan, CONSENT CALENDAR ITEMS 3 THROUGH 15 WERE APPROVED AS FOLLOWS:

3. RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS

Recommendation: That the Board ratify/approve the meetings and events for Mary Aileen Matheis, Steve LaMar, Peer Swan and John Withers, as described.

4. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the January 14, 2019 Regular Board Meeting be approved as presented.

5. DECEMBER 2018 TREASURY REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the summary of fixed and variable rate debt, the Monthly Interest Rate SWAP Summary for December 2018, and Disclosure Report of Reimbursements to Board members and staff; approve the December 2018 Summary of Payroll ACH payments in the total amount of \$1,937,948 and approve the December 2018 Accounts Payable Disbursement Summary of Warrants 393943 through 394724, Workers' Compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$18,214,787.



CONSENT CALENDAR (CONTINUED)

6. IRVINE RANCH WATER STRATEGIC MEASURES

Recommendation: Receive and file.

7. CULVER DRIVE RECYCLED WATER PIPELINE REPLACEMENT BUDGET INCREASE, CONTRACT CHANGE ORDER, AND FINAL ACCEPTANCE

Recommendation: That the Board authorize a budget increase in the amount of \$275,000, from \$717,000 to \$992,000, for Project 10588; authorize the General Manager to execute Contract Change Order No. 1 in the amount of \$178,690.17 with E.J. Meyer Company; accept construction of the Culver Drive Recycled Water Pipeline Replacement, project 10588; authorize the General Manager to File a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.

8. DYER ROAD WELLFIELD SURGE TANKS BUDGET INCREASE AND CONTRACT CHANGE ORDER

Recommendation: That the Board authorize a budget increase in the amount of \$500,000, from \$4,066,200 to \$4,566,200, for Project 05473, and in the amount of \$100,000, from \$1,310,500 to \$1,410,500, for Project 06165; and authorize the General Manager to execute Contract Change Order No. 11 in the amount of \$145,259.55 with Pascal & Ludwig Constructors for the Dyer Road Wellfield Surge Tanks, Projects 05473 and 06165.

9. VAULT LID REPLACEMENT CONTRACT CHANGE ORDER

Recommendation: That the Board authorize the General Manager to execute Contract Change Order No. 1 in the amount of \$144,044.75 with Schuler Constructors for Vault Lid Replacement, Project 10550.

10. PLANNING AREA 1 (ORCHARD HILLS) NEIGHBORHOOD 3 CAPITAL IMPROVEMENTS

Recommendation: That the Board authorize the addition of Project 10867 the FY 2018-19 Capital Budget in the amount of \$126,000 for the Planning Area 1 (Orchard Hills) Neighborhood 3 Capital Improvements.

11. BONITA CANYON RECYCLED WATER ZONE D TO B PRESSURE REDUCING STATION SUPPLY PIPELINE REPLACEMENT

Recommendation: That the Board authorize the addition of Project 10999 in the amount of \$325,000 to the FY 2018-19 Capital Budget for the Bonita Canyon Recycled Water Zone D to B Pressure Reducing Station Supply Pipeline Replacement, Project 10999.

CONSENT CALENDAR (CONTINUED)

12. THREE-YEAR DAM MONITORING AND SURVEILLANCE CONSULTANT SELECTION

Recommendation: That the Board authorize the General Manager to execute a Professional Services Agreement with GEI Consultants in the amount of \$192,720 for three years of dam monitoring and surveillance services.

13. 2019 INDEX TENDER NOTES REMARKETING

Recommendation: That the Board adopt the following resolution by title:

RESOLUTION NO. 2019-3

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE IRVINE RANCH WATER DISTRICT APPROVING  
THE REMARKETING STATEMENT AND  
THE AMENDMENT TO REMARKETING AGREEMENT RELATING TO  
UNSCHEDULED MANDATORY TENDERS  
(REFUNDING SERIES 2011A-1 AND REFUNDING SERIES 2011A-2)

14. AUTHORIZATION TO ACCEPT FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE FOR CANYON 2 FIRE DAMAGE TO DISTRICT FACILITIES

Recommendation: That the Board adopt the following State of California Governor's Office of Emergency Services resolution as follows:

IRWD RESOLUTION NO. 2019-4

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR  
NON-STATE AGENCIES  
(Cal OES ID No. 059-91074)

15. MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO) LOCAL #47 GENERAL UNIT EMPLOYEES AND IRVINE RANCH WATER DISTRICT JULY 1, 2018 THROUGH JUNE 30, 2021

Recommendation: That the Board authorize the General Manager to execute the Memorandum of Understanding between IRWD and the International Brotherhood of Electrical Workers Local #47 General Unit employees, effective July 1, 2018, through June 30, 2021, subject to non-substantive changes.

ACTION CALENDAR

ADOPTION OF REVISED DISTRICT SCHEDULE OF POSITIONS AND SALARY RATE RANGES

A copy of a corrected page of the Monthly Salary Grade Schedule for General Employees Unit, Exhibit A-10 was placed before each Director. Additionally, Director Swan asked for additional quartile information which will be provided at the next Finance and Personnel Committee meeting. Following discussion, on MOTION by Swan, seconded and unanimously carried, THE BOARD ADOPTED THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2019 -

RESOLUTION OF THE BOARD OF DIRECTORS  
OF IRVINE RANCH WATER DISTRICT SUPERSEDING  
RESOLUTION NO. 2018-30 AND  
ADOPTING A REVISED SCHEDULE OF POSITIONS  
AND SALARY RATE RANGES

LAKE FOREST ZONE B EAST RESERVOIR FLOATING COVER CONSTRUCTION AWARD

The Lake Forest Zone B East Reservoir is a 40,000-square-foot concrete lined open reservoir that was constructed in 1963 and primarily supplies recycled water to the City of Lake Forest Sports Park, Saddleback Church, and landscape medians in the Zone C system, and the upper end of the Zone B system in Lake Forest. General Manager Cook said that a floating cover was previously installed at the reservoir to minimize growth but was removed in 2005 due to deterioration, and the reservoir has remained uncovered since. Mr. Cook said that during summer months, the reservoir's water quality tends to decline due to algae growth promoted by warm temperatures. He said that the proposed project will install a new cover to deter algae growth by blocking sunlight, as well as minimize plant debris from entering the reservoir. The project also includes miscellaneous site improvements including providing a potable water line to the reservoir for washing the floating cover, improvements to the reservoir outlet valve access, replacement of existing electrical conduits and pull boxes, and asphalt pavement replacement around the reservoir.

The project was advertised to a select bidders list of two floating cover contractors on December 13, 2018. The bid opening was held on January 17, 2019, with bids received from Layfield USA Corporation and Raven CLI Construction. The apparent low bidder is Layfield with a bid of \$1,617,495. Layfield is a geomembrane manufacturer and has constructed many of the floating covers throughout Southern California.

On MOTION by Withers, seconded by Swan and unanimously carried, THE BOARD AUTHORIZED A BUDGET INCREASE FOR PROJECT 10551 IN THE AMOUNT OF \$1,615,000, FROM \$390,000 TO \$2,005,000, AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH LAYFIELD USA CORPORATION IN THE AMOUNT OF \$1,617,495 FOR THE LAKE FOREST ZONE B EAST RESERVOIR FLOATING COVER, PROJECT 10551.

## ACTION CALENDAR (CONTINUED)

### IRWD EMBEDDED ENERGY PLAN UPDATE

Using a PowerPoint presentation, Mr. Dane Johnson said that the Board approved the development of an Embedded Energy Plan to quantify energy use associated with each IRWD facility involved in the production, treatment, distribution, collection, reuse, and disposal of water and biosolids. Mr. Johnson said that the Plan analyzed energy data from 2006 to 2013 and included the development of an analytical tool which identified portions of the District where future water conservation should be focused and where pumping surcharges should be assessed. The development of the Plan helped position IRWD to obtain energy utility funding for energy related programs and enhanced IRWD's role as an industry leader in the water-energy nexus.

Mr. Johnson said that staff recommends an update to the Embedded Energy Plan to account for new IRWD facilities and system changes and to revise the analysis with data from 2014 to 2017. The scope of the updated analysis will include the following elements: 1) update historic and future energy use estimates associated with the production, treatment and distribution of water for each portion of IRWD's service area; 2) update energy use estimates associated with sewage collection and treatment as well as the distribution of recycled water and production of biosolids; and 3) update the spreadsheet-based embedded energy tool and revised pumping cost analysis which will be used to develop recommendations for pumping surcharges for consideration when establishing rates and charges for future years.

Mr. Johnson said that Navigant Consulting, Inc. (Navigant) successfully completed the Plan in 2015, and has continued to demonstrate unique and outstanding expertise in performing embedded energy planning work. At staff's request, Navigant submitted the scope of work to update the IRWD Embedded Energy Plan which staff finds to be fair and reasonable.

Director Reinhart said that this item was reviewed by the Engineering and Operations Committee on January 15, 2019. Following discussion, on MOTION by Reinhart, seconded and unanimously carried, **THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT WITH NAVIGANT CONSULTING, INC., IN THE AMOUNT OF \$126,505 TO UPDATE THE IRWD EMBEDDED ENERGY PLAN AND INCREASE THE BUDGET IN THE AMOUNT OF \$37,000 FOR PROJECT 07154.**

### GENERAL MANAGER'S REPORT

General Manager Cook reported that the District has received many positive comments from residents in response to the recent website "banner" providing information to assist customers who were impacted by the Federal shutdown.

Mr. Cook further asked that the Board meeting be adjourned in memory of Mary Ann Brown, a former Board member of Santiago Canyon Water District.

### DIRECTORS' COMMENTS

Director Withers reported that both he and General Manager Cook attended a Verde Exchange conference in Los Angeles today and that Mr. Cook's presentation on battery storage was very well received.

DIRECTORS' COMMENTS (CONTINUED)

Director Swan reported on his attendance at a MWDOC/OCWD Joint Planning Committee meeting, Newport Chamber of Commerce meetings, an Orange County Forum event, a meeting at UCI relative to the California drought, a CASA conference, an incoming Board of Supervisors event, and a Southern California Water Coalition lunch meeting.

Director Reinhart reported on his attendance at an OCWD Board meeting and a South Orange County Managers' meeting.

COMMUNITY UPDATES: None.

CLOSED SESSION

Acting President Reinhart said that a Closed Session will be held as follows:

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2). One (1) potential case) – Claim of Filanc-Balfour/Beatty

OPEN SESSION

Following the Closed Session, the meeting was reconvened with Directors Withers, Swan and Reinhart present. Acting President Reinhart said no action was reported in Closed Session.

ADJOURNMENT

Acting President Reinhart adjourned the meeting in memory of Mary Ann Brown.

APPROVED and SIGNED this 11th day of February, 2019.

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President, IRVINE RANCH WATER DISTRICT


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Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

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Claire Hervey Collins, Legal Counsel  
– Lewis Brisbois

February 11, 2019  
Prepared and  
submitted by: C. Compton  
Approved by: Paul A. Cook 

## CONSENT CALENDAR

### 2019 LEGISLATIVE AND REGULATORY UPDATE

#### SUMMARY:

This report provides an update on the 2019-2020 legislative session and IRWD priorities. As legislation and regulations develop, staff will provide updates and recommendations to the Water Resources Policy and Communications Committee and the Board, as appropriate.

Staff recommends that the Board consider the following actions/positions:

- *Safe and Affordable Drinking Water and Exide Cleanup Budget Trailer Bill* — “OPPOSE”;
- *AB 68 (Ting, D-San Francisco) — Land Use: Accessory Dwelling Units* — “WATCH” and authorize staff to change the position to “seek amendments” should amendments need to protect the District’s interests that relate to rate, charges and fees;
- *AB 69 (Ting, D-San Francisco) — Land Use: Accessory Dwelling Units* — “WATCH” and authorize staff to change the position to “seek amendments” should amendments need to protect the District’s interests that relate to rate, charges and fees;
- *AB 134 (Bloom, D-Santa Monica) — Safe, Clean, Affordable, and Accessible Drinking Water* — “WATCH”;
- *AB 217 (Garcia) — Safe and Affordable Drinking Water Fund* — “WATCH”;
- *AB 292 (Quirk, D-Hayward) — Recycled Water: Raw Water and Groundwater Augmentation* — “SUPPORT”;
- *ACA 3 (Mathis (R-Visalia)/Garcia) — Water: Minimum Funding Guarantee* — “WATCH”;
- *Association of California Water Agencies/California Municipal Utilities Agencies’ Safe Drinking Water Trust* — “SUPPORT”;
- *California Municipal Utilities Agencies/Eastern Municipal Water District’s Reintroduction of AB 2050* — “SUPPORT IN CONCEPT”;
- *SB 13 (Wieckowski, D-Fremont) — Accessory Dwelling Units* — “WATCH” and authorize staff to change the position to “seek amendments” should amendments need to protect the District’s interests that relate to rate, charges and fees;
- *SB 134 (Hertzberg, D Van Nuys) — Water Conservation: Water Loss Performance Standards* — “SUPPORT”;
- *SB 200 (Monning) — Safe and Affordable Drinking Water Fund* — “WATCH”;
- *San Diego County Water Authority’s Proposal Related to Military Veterans and Water/Wastewater Plant Operator Certification* — “SUPPORT”; and
- *The Water Recycling Investment and Improvement Act (Napolitano)* — “SUPPORT”.

BACKGROUND:

The 2019-2020 state legislative session convened on December 3, 2018. New members of the Legislature were sworn into office that day. The Legislature then recessed until January 7, 2019, when the first year of the 2019-2020 legislative session was convened. Three days after the Legislature returned to session, on January 10, Governor Gavin Newsom submitted his proposed Fiscal Year 2019-2020 budget to the Legislature.

January 25 was the last day for bills to be submitted to the Office of the Legislative Counsel. The bill introduction deadline this year is February 22, although resolutions and constitutional amendments can be introduced after that date. The first policy committee deadlines are in late April and early May.

A copy of the 2019 Legislative Matrix is attached as Exhibit “A”. Exhibit “B” is the 2019 “Legislative Update Report Links to Bill Texts,” which contains links to the bills discussed below, unless a separate exhibit is noted.

State Budget Update:

Governor Newsom submitted his first proposed budget to the Legislature on January 10, 2019 — the day of the constitutional deadline. The Governor’s budget proposes \$141.19 billion in General Fund expenditures and \$209.07 billion in total expenditures. The proposed budget forecasts total revenues at \$202.21 billion, which is \$2.556 billion higher than the forecast contained in the Fiscal Year 2018-19 budget. It also forecasts General Fund revenues at \$144.38 billion in Fiscal Year 2019-2020, which is \$4.7 billion higher than the forecast contained in the Fiscal Year 2018-2019 budget.

The Governor’s budget states that he is taking a conservative approach to revenue projects and spending due to the fiscal risks that would face the State if California were to experience even a mild recession. The proposed budget summarizes the risk facing California’s fiscal outlook and budget as:

“While the state currently has a strong foundation, growing uncertainty related to the global political and economic climate, federal policies, rising costs, and the length of the current economic expansion require that the Budget be prudent. A trade war between the U.S. and China has materialized and the stock market ended 2018 with dizzying levels of volatility. Furthermore, relatively low interest rates and a growing federal deficit leave the federal government with fewer policy options to address an economic slowdown. By the time the budget year starts, the nation will have experienced 10 straight years of economic expansion — matching the longest economic expansion in modern history.

The Budget assumes moderate growth over the forecast period... even a moderate recession could result in significant revenue declines. A one-year recession in 2019-20 that is larger than the 2001 recession, but milder than the 2007 recession, could result in a nearly \$70 billion revenue loss and a \$40 billion budget deficit over three years.”

*Governor’s Budget Summary— 2019-2020, Page 3.*

Like the last Governor's proposed budgets, the proposed budget continues to focus on the State's long-term liabilities and paying down the State's wall of debt. These factors have led Governor Newsom to propose a budget for General Fund expenditures which is 0.1 percent higher than the Fiscal Year 2019-2020 budget. The proposed budget also allocates an additional \$1.8 billion to the Rainy Day Fund, and proposes to add \$700 million to the Safety Net Reserve created in the 2018 Budget Act, bringing the total in that specific reserve account to \$900 million. The Safety Net Reserve is a reserve that sets aside funds specifically to protect safety net services during the next recession.

The proposed budget contains several items of interest to IRWD. Of interest to the District are the budget's proposed \$1 billion Cap-and-Trade Revenue expenditure plan and the following proposals related to water:

- *Safe Drinking Water Projects* - The proposed budget allocates \$168.5 million in Proposition 68 funds for the State Water Resources Control Board ("State Board") to provide technical assistance, grants, and loans to public water systems in disadvantaged communities for infrastructure improvements to meet safe and affordable drinking water standards, including both drinking water and wastewater treatment projects;
- *Emergency Water Supplies* - The proposed budget allocates \$10 million from the General Fund for the State Board to address safe drinking water emergencies in disadvantaged communities. The funding is to be used to provide alternative water supplies to disadvantaged communities and to improve or repair existing water systems, including well rehabilitation or replacement, extension of service, consolidation projects, or treatment systems;
- *Technical Assistance* - Governor Newsom's budget proposes \$10 million from the General Fund for the State Board to contract with, or provide grants to, an administrator to provide administrative, technical, operational, or managerial services to a designated water system to achieve compliance with current drinking water standards; and
- *Safe and Affordable Drinking Water Fund* - The proposed budget seeks to establish "a new special fund, with a dedicated funding source from new water, fertilizer, and dairy fees, to enable the State Water Resources Control Board to assist communities, particularly disadvantaged communities, in paying for the short-term and long-term costs of obtaining access to safe and affordable drinking water. This proposal is consistent with the policy framework of SB 623, introduced in the 2017-18 legislative session. The Budget also includes \$4.9 million General Fund on a one-time basis for the State Water Resources Control Board and the Department of Food and Agriculture to take initial steps toward implementation of this new Safe and Affordable Drinking Water Program, including (1) implementation of fee collection systems, (2) adoption of an annual implementation plan, and (3) development of a map of high-risk aquifers used as drinking water sources." *Governor's Budget Summary— 2019-2020, Pages 126-127.*



*December Revenue Numbers:*

On January 10, 2019, State Controller Betty Yee released her monthly report on the State's finances. She announced that the State took in \$4.82 billion less than anticipated during the month of December. Personal income tax revenue came in at \$6.76 billion, which was \$3.45 billion less than projected in the Fiscal Year 2018-2019 enacted budget (FY 2018-19 budget). Sales tax revenues came in at \$1.16 billion, which was \$1.42 billion less than expected, while corporate tax revenues came in at \$2.09 billion, or \$179.5 million lower than the enacted budget.

The State Controller attempted to explain the shortfall through the following statement:

“Personal income tax (PIT), sales tax, and corporation tax — the state's “big three” revenue sources — all were lower than projected in the FY 2018-19 budget. The shortfall in December could be partly due to lags in taxpayer filings at the end of the tax year as a result of federal tax deduction changes. Consequently, January receipts are expected to catch up to the FY 2018-19 budget forecast.”

For the first six months of the fiscal year, the State took in \$55.63 billion, which was \$2.54 billion, or 4.4 percent, less than the projections in the enacted budget. Despite the lower revenues, the General Fund ended the first six months of the fiscal year with an internal loan borrowing balance of \$11.8 billion, which was \$4.85 billion less than anticipated.

2019 State Legislative Update:

*Water Tax and Other Safe Drinking Water Proposals:*

In 2017, Senator Bill Monning (D-Santa Cruz) authored SB 623. SB 623 would have established the Safe and Affordable Drinking Water Fund in the State Treasury and would have provided that the moneys in the fund be continuously appropriated to the State Board for grants, loans, contracts, or services to assist those without access to safe and affordable drinking water consistent with a fund implementation plan to be adopted annually by the State Board. On August 21, 2017, the bill was amended to include a fee on fertilizer and agriculture operations, and a monthly water tax on the following:

- \$0.95 per month for meters less than or equal to 1-inch;
- \$4.00 per month for meters less than or equal to 2-inch;
- \$6.00 per month for meters less than or equal to 4-inch;
- \$10.00 per month for meters greater than 4-inch; and
- Customers without a meter would be taxed at a rate of \$0.95.

During the 2017-2018 legislative session, SB 623 was held in the Assembly Rules Committees and did not move forward. Despite that fact, the bill created quite a bit of discussion during the 2017-2018 legislative session. In response to that discussion, the Administration released a budget trailer bill labeled as the “Safe and Affordable Drinking Water Act” which proposed in the form of a budget trailer bill the agricultural fees and water tax included in SB 623. While the trailer bill was not passed by the Legislature in either 2017 or 2018, the water tax was still

discussed widely by the Administration and promoted by several prominent members of the Legislature until the end of session.

Toward the end of the 2017-2018 session, the Administration revived and modified its trailer bill proposal. The new proposal included the fees on fertilizer and agriculture along with a voluntary “water tax”. The voluntary “water tax” would have required water agencies to place on each customer’s bill a recommended voluntary remittance to fund safe and affordable drinking water in the state. On August 16, 2018, SB 844 and SB 845 were “gutted and amended” to reflect the Administration’s voluntary “water tax” proposal. The author of both bills was Senator Monning.

Despite this activity, at the end of session, Assembly Speaker Anthony Rendon (D-Lakewood) announced that the bill would not move forward stating that a piecemeal approach to addressing safe drinking water in California would not work. He committed to working on the safe and affordable drinking water issues next year, and announced that Assemblymembers Eduardo Garcia (D-Coachella) and Heath Flora (R-Ripon) would lead the Assembly’s effort on this.

Since the end of the 2017-2018 legislative session, work on a solution for safe drinking water in California has continued to be a topic of considerable conversation at the State level. Governor Newsom included support for a funding solution in his inaugural address and included a funding proposal in his proposed budget. On February 1, 2019, his administration released budget trailer bill language detailing his funding proposal in the Safe and Affordable Drinking Water and Exide Cleanup Budget Trailer Bill.

The Safe and Affordable Drinking Water and Exide Cleanup Budget Trailer Bill follows the provisions of SB 623 (2017-2018) closely and includes a statewide water tax and a tax on fertilizer, confined animals facilities and dairy operations. The budget trailer bill also includes the liability relief previously included in SB 623 for agricultural operations.

In addition to the budget trailer bill, there have already been three bills introduced this legislative session that relate to safe drinking water:

- *AB 134 (Bloom, D-Santa Monica) - Safe, Clean, Affordable, and Accessible Drinking Water:* As introduced, the bill includes findings and declarations related to the intent of the Legislature to address safe, clean, affordable, and accessible drinking water. As introduced, the bill includes no funding mechanism;
- *AB 217 (Garcia) – Safe and Affordable Drinking Water Fund:* The bill would establish the Safe and Affordable Drinking Water Fund in the State Treasury and would provide that moneys in the fund are available, upon appropriation by the Legislature, to the State Board to provide a stable source of funding to secure access to safe drinking water for all Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure. As introduced, the bill includes no funding mechanism;
- *SB 200 (Monning) – Safe and Affordable Drinking Water Fund:* The bill would establish the Safe and Affordable Drinking Water Fund in the State Treasury and would provide that moneys in the fund are available, upon appropriation by the Legislature, to the State Board to provide a stable source of funding to secure access to safe drinking water for all

Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure. As introduced, the bill does not include a funding mechanism; and

- ACA 3 (Mathis (R-Visalia)/Garcia) – Water: Minimum Funding Guarantee: ACA 3, while not directly related to safe and affordable drinking water, relates to providing a durable funding source for water in the state which could be used to address safe and affordable drinking water in California. The proposed constitutional amendment proposes that commencing with the 2021–2022 fiscal year, not less than 2 percent of State revenues are to be set apart for the payment of principal and interest on bonds authorized pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014; water supply, delivery, and quality projects administered by the department; and water quality projects administered by the State Board.

In addition to these proposals, the Association of California Water Agencies (ACWA) and the California Municipal Utilities Association (CMUA) will be sponsoring two proposals related to safe drinking water. ACWA and CMUA are jointly sponsoring an alternative mechanism to fund safe drinking water. The proposal would create a Safe Drinking Water Trust to provide a perpetual funding source to address safe drinking water in disadvantaged communities.

Additionally, CMUA, in coordination with the Eastern Municipal Water District (EMWD), will be sponsoring a proposal to address the governance issues causing unsafe drinking water in a number of communities in California. The proposal will be similar to AB 2050 (2018).

At this time, staff recommends that the Board adopt an “oppose” position on the Governor’s Safe and Affordable Drinking Water and Exide Cleanup Budget Trailer Bill; a “watch” position on AB 134, AB 217, and ACA 3; a “support” position on ACWA/CMUA’s water tax alternative; and a “support in concept” position on CMUA/EMWD’s governance proposal. Adopting these positions, at this time, will allow staff to continue to work with the water coalition on addressing safe drinking water in California without a water tax.

Staff will provide an oral update on any new developments.

*AB 292 (Quirk, D-Hayward) — Recycle water: Raw Water and Groundwater Augmentation:*

In 2017, in order to further the development of potable reuse regulations, WateReuse California sponsored AB 574, introduced by Assemblymember Bill Quirk (D-Hayward). AB 574 established a statutory deadline for the State Board to develop a policy and sequential regulations for potable reuse consistent with the report provided to the Legislature. Additionally, the bill recognized that there is a continuum of potable reuse projects, and defined “potable reuse” as well as four subcategories — groundwater augmentation, reservoir augmentation, raw water augmentation, and treated water augmentation.

As introduced, AB 574 also proposed to remove the terms “Indirect Potable Reuse” and “Direct Potable Reuse” from the Water Code; however, the version of AB 574 signed into law did not include the removal of the terms from the Water Code. As a result, WateReuse California is sponsoring AB 292, authored by Assemblymember Quirk, this year. AB 292 proposes to remove the terms “Indirect Potable Reuse” and “Direct Potable Reuse” from the Water Code.

As a leader in recycled water, IRWD has long advocated and supported efforts to increase water recycling in California. The District supported AB 574 in 2017, as introduced. Given IRWD's support of AB 574, staff recommends that the Board adopt a "support" position on AB 292.

*Accessory Dwelling Unit Legislation:*

Like last year, there have been a number of bills introduced that related to accessory dwelling units (ADU). The three bills introduced on ADU so far include:

- *SB 13 (Wieckowski, D-Fremont) – Accessory Dwelling Units:* As introduced, this bill is a spot bill which states that it is the intent of the Legislature to enact legislation that would reduce impact fees and other existing barriers for homeowners seeking to create ADUs for the purpose of creating additional residential housing within their neighborhoods;
- *AB 68 (Ting, D-San Francisco) – Land Use: Accessory Dwelling Units:* As introduced, the bill would prohibit local ordinances from imposing requirements on minimum lot size, lot coverage, or floor area ratio on ADUs, and would prohibit a local ordinance from establishing size requirements for ADUs that do not permit at least an 800-square-foot unit of at least 16 feet in height to be constructed, among other things; and
- *AB 69 (Ting, D-San Francisco) – Land Use: Accessory Dwelling Units:* As introduced, the bill would require the Department of Housing and Community Development to develop standards for ADUs.

Relevant to IRWD, the ADU bills introduced by these authors last year included provisions that could have impacted water fees and charges. Staff will monitor the ADU legislation this year to ensure that they do not impact the District's ability to charge connection fees, or cost-of-service-based rates and charge. Toward that end, staff recommends that the Board adopt a "watch" position on SB 13, AB 68 and AB 69 and authorize staff to change the position to "seek amendments" should amendments need to protect the District's interests that relate to rate, charges and fees.

*SB 134 (Hertzberg, D Van Nuys) — Water Conservation: Water Loss Performance Standards:*

Last year, Senator Bob Hertzberg (D, Van Nuys) and Assemblymember Laura Friedman (D, Glendale) authored SB 606 and AB 1668, the "Making Water Conservation a California Way of Life" legislation. The legislation, among other things, requires urban retail water suppliers to calculate and comply with an urban water use objective. The urban water use objective is comprised of adding efficient indoor residential water use, efficient outdoor water use, and water loss to create a retail-level water budget for each urban retail agency.

When SB 606 and AB 1668 were enacted last year, one of the outstanding issues was the fact that the urban water use objective language did not clearly state that the State Board could only enforce the water loss performance standard within the urban water use objective. In fact, the State Board has made statements indicating that enforcement of the water loss performance standard, which is currently being set by the State Board, may be enforced under both the urban water use objective and as a separate objective.

Hearing the concerns raised by the water community, Senator Hertzberg has introduced SB 134 this year to clarify that the performance standard being set by the State Board on water loss shall only be enforced via the urban water use objective. Staff recommends that the Board adopt a “support” position on SB 134 since it clarifies the urban water use objective and water loss enforcement consistent with the District’s previous positions on the enforcement of the water loss performance standards.

*San Diego County Water Authority’s Proposal Related to Military Veterans and Water/Wastewater Plant Operator Certification:*

The San Diego County Water Authority (SDCWA), in partnership with Otay Mesa Water District, is sponsoring legislation to provide a statutory and regulatory path for military veterans to become water and wastewater treatment and distribution operators. The proposal, which is attached as Exhibit “C”, would allow military veterans to use their relevant military experience to meet the experience requirement to become a water or wastewater treatment operator.

SDCWA has asked that IRWD consider supporting this proposal. Staff recommends that the Board adopt a “support” position on the proposal.

2019 State Regulatory Update:

*California Water Plan- Update 2018:*

The Department of Water Resources (DWR) is currently working on the 2018 update to the California Water Plan. The California Water Plan is the State’s strategic plan for managing and developing water resources. The 2018 Update seeks to “ever-green” the plan by identifying specific outcomes and metrics to track performance, prioritizing near-term State actions and investments, recommending financing methods having more stable revenues, and informing water deliberations and decisions. More specifically, the current version of the 2018 Update — the public review draft — was released in December 2018.

In January 2019, staff submitted a comment letter to DWR on the public review draft of the 2018 Update for DWR’s consideration as it prepares the final document. The public review draft of Update 2018 continues to focus on a vision of sustainable water resource management, but was substantially different from the previous draft shared with the public and commented on by IRWD one year ago. The District’s comment letter on the public review draft focuses on the fact that the Update 2018 needs to do a better job recognizing the role of local and regional agencies in water management, contains a number of factual inaccuracies, and the Update’s funding discussion.

Given the importance of the 2018 Update, staff continues to engage on the Update and will provide an update on any new developments related to the water plan.

*State Water Resources Control Board Proposed Recycled Water Policy Amendments:*

In May, the State Board released proposed amendments to the “Policy for Water Quality Control for Recycled Water” (e.g. the Recycled Water Policy). The proposed amendments greatly change the policy from being focused on the use of recycled water for irrigation to a more overarching regulatory/policy document that will govern the terms of permits issued to recycled water producers and purveyors.

On June 19, 2018, the State Board held a public hearing to accept oral comments on the proposed amendments to the Recycled Water Policy. Staff participated in the hearing providing comments on the reporting, permitting and overarching policy goals of the proposed amendments. On June 26, 2018, IRWD submitted formal comments on the proposed amendments.

In late fall 2018, the State Board released a revised version of the proposed amendments. The State Board considered and adopted the final version on December 11, 2018. Many of the changes made in the adopted version addressed the District’s comments and concerns. One of the outstanding issues that was not fully addressed, however, is how environmentally beneficial uses of recycled water support in-stream flows or natural habitat are classified in the annual reporting recycled water purveyors are now required to make to the State Board. Staff is working with WateReuse California, the California Association of Sanitation Agencies, and Coastkeeper to seek a solution on the classification.

*Other Pending State Regulations:*

In addition to the regulations discussed above, the following is a list of some of the other state regulations and agency reports staff is monitoring, tracking or planning to engage in over the next three to 12 months. As the next drafts of the regulations or report are released for public review and comment, staff will engage, as appropriate.

The pending regulations and reports actively being tracked include the:

- Building Standards Commission’s “2019 California Plumbing Code;”
- DWR and the State Board’s implementation of the “Making Water Conservation a California Way of Life” legislation;
- DWR’s “The Open and Transparent Water Data Act (AB 1755, Dodd) Implementation Plan;”
- State Board Electronic Annual Report;
- State Board’s AB 401 Implementation/Low Income Rate Assistance Report and the Office of Environmental Health Hazard Assessment’s “A Framework and Tool for Evaluating California’s Progress in Achieving the Human Right to Water;”
- State Board’s development of a “Cross Connection Policy Handbook;”
- State Board’s proposed “Environmental Laboratory Accreditation Program Regulations;”

- State Board’s proposed “Mercury TMDL and Statewide Mercury Control Program for Reservoirs” regulations;
- State Board’s proposed regulations on “Prohibiting Wasteful Water Use Practices;”
- State Board’s “State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State” regulations;
- State Board’s “Water Loss Performance Standards Regulations;” and
- State Board’s “Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California” and draft “Toxicity Provisions.”

2019 Federal Legislative Update:

*The Water Recycling Investment and Improvement Act:*

Through Title XVI, the Water Reclamation and Reuse Program, the Bureau of Reclamation provides funding for water recycling projects that reclaim and reuse municipal, industrial, domestic or agricultural wastewater and naturally impaired ground or surface waters. The programs provides federal cost-sharing for water recycling projects. In 2016, the program was reauthorized and a \$50 million authorization was provided for new Title XVI projects. In the first round of new Title XVI projects, Congress received 44 approved studies from the Bureau of Reclamation. The cost of those 44 projects is estimated to be \$3,635,834,497.

In response to the large demand for Title XVI funding, Rep. Grace Napolitano (D, El Monte) has indicated that she will introduce “The Water Recycling Investment and Improvement Act.” The Act would reauthorize the Title XVI program and increase the program’s authorization from \$50 million to \$500 million. The text of “The Water Recycling Investment and Improvement Act” is attached as Exhibit “D”.

Over many years, IRWD has supported the reauthorization of the Title XVI program and increases in the program’s authorization. Staff recommends that the Board adopt a “support” positions on The Water Recycling Investment and Improvement Act.

2019 Federal Regulatory Update:

*Proposed Definition of Waters of the United States:*

The United States Environmental Protection Agency and the Army Corps of Engineers have proposed a new definition of “waters of the United States.” The newly-proposed definition is intended to clarify the authority of the federal government under the Clean Water Act. Staff is reviewing the proposed rule and will coordinate with the District’s association and industry partners to ensure that appropriate comments are submitted from the water and wastewater community. Staff will provide an update on any new developments.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Water Resources Policy and Communications Committee on February 7, 2019.

RECOMMENDATION:

THAT THE BOARD ADOPT AN “OPPOSE” POSITION ON THE SAFE AND AFFORDABLE DRINKING WATER AND EXIDE CLEANUP BUDGET TRAILER BILL; A “WATCH” POSITION ON AB 68 (TING), AB 69 (TING), AND SB 13 (WIECKOWSKI) AND AUTHORIZE STAFF TO CHANGE THE POSITION TO “SEEK AMENDMENTS” SHOULD AMENDMENTS NEED TO PROTECT THE DISTRICT’S INTERESTS THAT RELATE TO RATE, CHARGES AND FEES; A “WATCH” POSITION ON AB 134 (BLOOM), AB 217 (GARCIA), ACA 3 (MATHIS/GARCIA), SB 200 (MONNING); A “SUPPORT” POSITION ON AB 292 (QUIRK), THE ASSOCIATION OF CALIFORNIA WATER AGENCIES/CALIFORNIA MUNICIPAL UTILITIES AGENCIES’ SAFE DRINKING WATER TRUST, SB 134 (HERTZBERG), THE SAN DIEGO COUNTY WATER AUTHORITY’S PROPOSAL RELATED TO MILITARY VETERANS AND WATER/WASTEWATER PLANT OPERATOR CERTIFICATION, AND THE WATER RECYCLING INVESTMENT AND IMPROVEMENT ACT (NAPOLITANO); AND A “SUPPORT IN CONCEPT” POSITION ON CALIFORNIA MUNICIPAL UTILITIES AGENCIES/EASTERN MUNICIPAL WATER DISTRICT’S REINTRODUCTION OF AB 2050.

LIST OF EXHIBITS:

- Exhibit “A” – IRWD Legislative Matrix
- Exhibit “B” – 2019 Legislative Update Report Links to Bill Texts
- Exhibit “C” – Text of San Diego County Water Authority’s Proposal Related to Military Veterans and Water/Wastewater Plant Operator Certification
- Exhibit “D” – Text of “The Water Recycling Investment and Improvement Act”



**EXHIBIT "A"**  
**IRWD 2019 LEGISLATIVE MATRIX**  
Updated 02/01/2019

Bill No. Author	Title	IRWD Position	Summary/Effects	Status
<b>AB 5</b> Gonzalez (D)	Independent Contractors		States the intent of the Legislature to codify the decision in the case of Dynamex Operations West, Inc. v. Superior Court of Los Angeles and clarify its application.	12/03/2018 - INTRODUCED.
<b>AB 11</b> Chiu (D)	Community Redevelopment Law		Authorizes a city or county or two or more cities acting jointly, to propose the formation of an affordable housing and infrastructure agency by adoption of a resolution of intention. Provides for a governing board of the agency. Requires the agency to submit an annual report, and final report of any audit undertaken to its governing body. Requires the governing board of an agency to designate an appropriate official to prepare a proposed redevelopment project plan.	01/17/2019 - To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.
<b>AB 40</b> Ting (D)	Zero-Emission Vehicles: Comprehensive Strategies		Requires the State Air Resources Board to develop a comprehensive strategy to ensure that the sales of new motor vehicles and new light-duty trucks in the state have transitioned fully to zero-emission vehicles by 2040.	01/24/2019 - To ASSEMBLY Committees on TRANSPORTATION and NATURAL RESOURCES.
<b>AB 59</b> Kalra (D)	Elections: Voting Access		Expresses the intent of the Legislature to make a polling place or vote center available on every college and university campus in the state.	12/03/2018 - INTRODUCED.
<b>AB 64</b> Fong (R)	State Project Audits		Expresses the intent of the Legislature to require an independent audit of all state projects whose estimated cost exceeds a given threshold.	12/03/2018 - INTRODUCED.
<b>AB 65</b> Petrie-Norris (D)	Coastal Protection: Climate Adaption		Requires specified things of the State Coastal Conservancy when it allocates any funding appropriated pursuant to the Global Warming Solutions Act, including that it prioritize projects that use natural infrastructure to help adapt to climate change. Requires the conservancy to provide information to the Office of Planning and Research on any projects funded to be considered for inclusion into the clearinghouse for climate adaption information.	01/17/2019 - To ASSEMBLY Committee on NATURAL RESOURCES.

## IRWD 2019 LEGISLATIVE MATRIX

Updated 02/01/2019

Bill No. Author	Title	IRWD Position	Summary/Effects	Status
<b><u>AB 68</u></b> Ting (D)	Land Use: Accessory Dwelling Units		Prohibits an ordinance from imposing requirements on minimum lot size, lot coverage, or floor area ratio. Prohibits an ordinance from establishing size requirements for accessory dwelling units that do not permit at least an 800 square foot unit of at least 16 feet in height to be constructed. Provides that, if a local agency imposes an owner-occupancy restriction, the monitoring for compliance shall not be more frequent than annually and be based on specified published documents.	01/17/2019 - To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.
<b><u>AB 69</u></b> Ting (D)	Land Use: Accessory Dwelling Units		Authorizes the Department of Housing and Community Development to submit written findings to a local agency as to whether the local ordinance complies with state law, and to notify the Attorney General if the ordinance violates state law. Requires a local agency to amend its ordinance to comply with state law. Requires the Department to propose small home building standards governing accessory dwelling units and homes smaller than 800 square feet.	01/17/2019 - To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.
<b><u>AB 71</u></b> Melendez (R)	Independent Contractors and Employees		Requires a determination of whether a person is an employee or an independent contractor to be based on a specific multifactor test, including whether the person to whom the service is rendered has the right to control the manner and means of accomplishing the result desired.	01/17/2019 - To ASSEMBLY Committee on LABOR AND EMPLOYMENT.
<b><u>AB 129</u></b> Bloom (D)	Waste Management: Plastic Microfiber		Declares the intent of the Legislature to, among other things, enact legislation to recognize the emerging threat that microfibers pose to the environment and water quality and makes related findings and declarations.	12/04/2018 - INTRODUCED.
<b><u>AB 134</u></b> Bloom (D)	Safe, Clean, Affordable, and Accessible Drinking Water		States findings and declarations relating to the intent of the Legislature to adopt policies to insure that every Californian has the right to safe, clean, affordable, and accessible drinking water.	12/05/2018 - INTRODUCED.

**IRWD 2019 LEGISLATIVE MATRIX**

**Updated 02/01/2019**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>
<b><u>AB 170</u></b> Gonzalez (D)	Employment: Sexual Harassment: Liability		Requires a client employer to share with a labor contractor all civil legal responsibility and civil liability for harassment for all workers supplied by that labor contractor.	01/24/2019 - To ASSEMBLY Committees on LABOR AND EMPLOYMENT and JUDICIARY.
<b><u>AB 171</u></b> Gonzalez (D)	Employment: Sexual Harassment		Prohibits an employer from discharging or in any manner discriminating or retaliating against an employee because of the employee's status as a victim of sexual harassment, as defined by the California Fair Employment and Housing Act. Establishes a rebuttable presumption of unlawful retaliation if an employer takes specified actions within 90 days following the date that the victim provides notice to the employer or the employer has actual knowledge of the status.	01/24/2019 - To ASSEMBLY Committees on LABOR AND EMPLOYMENT and JUDICIARY.
<b><u>AB 196</u></b> Gonzalez (D)	Paid Family Leave		States the Legislature's intent to enact legislation that would expand the paid family leave program in order to provide a 100% wage replacement benefit for workers earning \$100,000 or less annually.	01/10/2019 - INTRODUCED.
<b><u>AB 201</u></b> Cervantes (D)	Political Reform Act of 1974: Campaign Disclosure		Declares the intent of the Legislature to enact legislation establishing disclosure requirements for campaign-related mass text messages that include the name or image of a candidate for elective office or refer to a ballot measure.	01/14/2019 - INTRODUCED.
<b><u>AB 202</u></b> Mathis (R)	Endangered Species: Conservation: Safe Harbor Program		Extends the operation of the California State Safe Harbor Agreement Program Act, which encourages landowners to manage their lands voluntarily, by means of state safe harbor agreements approved by the Department of Fish and Wildlife, to benefit endangered, threatened, or candidate species.	01/14/2019 - INTRODUCED.
<b><u>AB 217</u></b> Garcia E (D)	Safe and Affordable Drinking Water Fund		Establishes the Safe and Affordable Drinking Water Fund in the State Treasury and provides that moneys in the fund are available, upon appropriation by the Legislature, to the State Water Resources Control Board to provide a stable source of funding to secure access to safe drinking water for all Californians, while also ensuring the	01/16/2019 - INTRODUCED.

**IRWD 2019 LEGISLATIVE MATRIX**  
**Updated 02/01/2019**

Bill No. Author	Title	IRWD Position	Summary/Effects	Status
			long-term sustainability of drinking water service and infrastructure.	
<b>AB 223</b> Stone (D)	California Safe Drinking Water Act: Microplastics		Requires the State Water Resources Control Board, to the extent possible, and where feasible and cost effective, to work with the State Department of Public Health in complying with requirements to adopt a standard methodology to be used in the testing of drinking water for microplastics and requirements for 4 years of testing and reporting of microplastics in drinking water.	01/16/2019 - INTRODUCED.
<b>AB 231</b> Mathis (R)	Environmental Quality Act: Exemption: Recycled Water		Exempts from the California Environmental Quality Act a project to construct or expand a recycled water pipeline for the purpose of mitigating drought conditions for which a state of emergency was proclaimed by the Governor if the project meets specified criteria.	01/17/2019 - INTRODUCED.
<b>AB 235</b> Mayes (R)	Electrical Corporations: Wildfire Catastrophe Fund Act		Creates the California Wildfire Catastrophe Fund Authority and its board of directors. Authorizes electrical corporations and local publicly owned electric utilities to participate in the authority. Requires each utility to make an initial contribution and annual contributions to the authority as specified depending on size of the authority.	01/18/2019 - INTRODUCED.
<b>AB 249</b> Choi (R)	Public Employers: Employee Organizations		Prohibits a public employer from deterring or discouraging a public employee or an applicant to be a public employee from opting out of becoming or remaining a member of an employee organization. Prohibits a public employer from taking adverse action against a public employee or applicant to be a public employee who opts out of becoming or remaining a member of an employee organization.	01/22/2019 - INTRODUCED.
<b>AB 289</b> Fong (R)	Public Records Appeals: Ombudsman		Declares the intent of the Legislature to enact legislation that would establish an ombudsman within the California State Auditor's Office who would serve as the appeals body for all requests related to the California Public Records Act.	01/28/2019 - INTRODUCED.

**IRWD 2019 LEGISLATIVE MATRIX**  
**Updated 02/01/2019**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>
<b><u>AB 292</u></b> Quirk (D)	Recycled Water: Raw Water and Groundwater Augmentation		Eliminates the definition of direct potable reuse and instead substitutes the term groundwater augmentation for indirect potable reuse for groundwater recharge in these definitions. Requires the State Water Resources Control Board to adopt uniform water recycling criteria for raw water augmentation.	01/28/2019 - INTRODUCED.
<b><u>AB 305</u></b> Nazarian (D)	Public Facilities: Water Quality: Rate Reduction Bonds		Extends indefinitely the authorization for a joint powers authority to issue rate reduction bonds to finance utility projects subject to certain requirements, and the requirement that the California Pollution Control Financing Authority submit an annual report to the Legislature.	01/29/2019 - INTRODUCED.
<b><u>AB 314</u></b> Bonta (D)	Public Employment: Labor Relations: Release Time		Prescribes requirements relating to release time that would apply to all of the public employers and employees subject to specified labor relations laws. Repeals the provisions relating to release time in those acts. Requires these public employers to grant a reasonable number of employee representatives of the exclusive representative reasonable time off without loss of compensation or other benefits for specified activities.	01/30/2019 - INTRODUCED.
<b><u>AB 322</u></b> Gallagher (R)	Political Reform Act: Online Filing System		Requires a local government agency to post on its internet website a copy of any specified statement, report, or other document filed with that agency in paper format. Requires that the statement, report, or other document be made available for four years from the date of the election associated with the filing.	01/30/2019 - INTRODUCED.
<b><u>AB 336</u></b> Mathis (R)	Sustainable Groundwater Management		Makes nonsubstantive changes in a definition used in the Sustainable Groundwater Management Act.	01/31/2019 - INTRODUCED.
<b><u>ACA 3</u></b> Mathis (R)	Water: Minimum Funding Guarantee		Requires not less than a certain percent of specified state revenues to be set apart for the payment of principal and interest on bonds authorized pursuant to the Water Quality, Supply, and Infrastructure Improvement Act. Relates to water supply, delivery, and quality projects administered by the Department of Water Resources and	01/16/2019 - INTRODUCED.

## IRWD 2019 LEGISLATIVE MATRIX

Updated 02/01/2019

Bill No. Author	Title	IRWD Position	Summary/Effects	Status
			water quality projects administered by the State Water Resources Control Board.	
<b>SB 1</b> Atkins (D)	Environmental, Public Health, and Workers Defense Act		Enacts the California Environmental, Public Health, and Workers Defense Act, which prohibits a state or local agency from amending or revising its rules to be less stringent than the federal baseline standards pertaining to environmental protection.	01/16/2019 - To SENATE Committees on ENVIRONMENTAL QUALITY, NATURAL RESOURCES AND WATER, and JUDICIARY.
<b>SB 13</b> Wieckowski (D)	Accessory Dwelling Units		Expresses the intent of the Legislature to enact legislation that would reduce impact fees and other existing barriers for homeowners seeking to create accessory dwelling units for the purpose of creating additional residential housing within their neighborhoods.	01/16/2019 - To SENATE Committee on RULES.
<b>SB 15</b> Portantino (D)	Redevelopment		States the intent of the Legislature to enact legislation relating to redevelopment.	01/16/2019 - To SENATE Committee on RULES.
<b>SB 19</b> Dodd (D)	Water Resources: Stream Gages		Requires the Department of Water Resources and the State Water Resources Control Board, upon an appropriation of funds by the Legislature, to develop a plan to deploy a network of stream gages that includes a determination of funding needs and opportunities for modernizing and reactivating existing gages and deploying new gages.	01/16/2019 - To SENATE Committee on NATURAL RESOURCES AND WATER.
<b>SB 45</b> Allen (D)	Wildfire, Drought, and Flood Protection Bond Act 2020		Enacts the Wildfire, Drought, and Flood Protection Bond Act of 2020, which, if approved by voters, authorizes the issuance of bonds to finance projects to restore fire damaged areas, reduce wildfire risk, create healthy forests and watersheds, reduce climate impacts on urban areas and vulnerable populations, protect water supply and water quality, protect rivers, lakes and streams, reduce flood risk, protect fish and wildlife from climate impacts, and protect coastal lands and resources.	01/16/2019 - To SENATE Committees on NATURAL RESOURCES AND WATER, ENVIRONMENTAL QUALITY and GOVERNANCE AND FINANCE.

**IRWD 2019 LEGISLATIVE MATRIX**  
**Updated 02/01/2019**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>
<b>SB 46</b> Jackson (D)	State Government: Emergency Services		Expands provisions authorizing a city to enter into an agreement to access the contact information of resident accountholders through the records of a public utility. Expands the types of public utilities that can enter into these agreements by defining public utility to include, among others, wireless telephony services.	01/16/2019 - To SENATE Committees on GOVERNMENTAL ORGANIZATION and HUMAN SERVICES.
<b>SB 62</b> Dodd (D)	Endangered Species: Accidental Take		Provides that the accidental take of candidate, threatened, or endangered species resulting from acts that occur on a farm or a ranch in the course of otherwise lawful routine and ongoing agricultural activities is not prohibited by the Endangered Species Act.	01/16/2019 - To SENATE Committee on NATURAL RESOURCES AND WATER.
<b>SB 130</b> Galgiani (D)	Wildfires: Siren Warning System		Provides that it is the intent of the Legislature to enact legislation that would authorize the installation of a siren warning system for wildfires in populated areas and communities in state responsibility areas.	01/24/2019 - To SENATE Committee on RULES.
<b>SB 133</b> Galgiani (D)	Wildfires: Detection		States the intent of the Legislature to enact legislation to create and fund a program for installing remote infrared cameras that can help in detecting wildfires.	01/24/2019 - To SENATE Committee on RULES.
<b>SB 134</b> Hertzberg (D)	Water Conservation: Water Loss Performance Standards		Prohibits the State water Resources Control Board from imposing liability for a violation of the performance standards for the volume of water losses except as part of the enforcement of an urban water use objective.	01/24/2019 - To SENATE Committee on NATURAL RESOURCES AND WATER.
<b>SB 143</b> Skinner (D)	Junk Dealers/Recyclers: Nonferrous Material: Payment		Authorizes a junk dealer or recycler to pay for nonferrous material by general use prepaid card in accordance with specified requirements.	01/31/2019 - To SENATE Committee on BUSINESS, PROFESSIONS AND ECONOMIC DEVELOPMENT.
<b>SB 166</b> Wiener (D)	Process Water Treatment Systems: Breweries and Wineries		Requires the State Water Resources Control Board, in consultation with the State Department of Public Health - Food and Drug Branch, to adopt regulations for microbiological, chemical, and physical water quality and treatment requirements for the onsite	01/28/2019 - INTRODUCED.

**IRWD 2019 LEGISLATIVE MATRIX**  
**Updated 02/01/2019**

<b>Bill No. Author</b>	<b>Title</b>	<b>IRWD Position</b>	<b>Summary/Effects</b>	<b>Status</b>
			treatment and reuse of process water in breweries and wineries. Requires breweries and wineries to to submit a report containing specified information and to terminate any process water treatment systems.	
<b>SB 167</b> Dodd (D)	Electrical Corporations: Wildfire Mitigation Plans		Requires specified protocols to include impacts on customers enrolled in the California Alternative Rates for Energy program receiving medical baseline allowances of electricity or gas, and who the electrical corporation has identified as critical care customers relying on life-support equipment.	01/28/2019 - INTRODUCED.
<b>SB 198</b> Bates (R)	CA Environmental Quality Act: Historical Resources		Makes nonsubstantive changes in provisions under the California Environmental Quality Act relating to historical resources.	01/31/2019 - INTRODUCED.
<b>SB 200</b> Monning (D)	Safe and Affordable Drinking Water Fund		Establishes the Safe and Affordable Drinking Water Fund in the State Treasury and provides that moneys in the fund are available, upon appropriation by the Legislature, to the State Water Resources Control Board to provide a stable source of funding to secure access to safe drinking water for all Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure.	01/31/2019 - INTRODUCED.



## Exhibit "B"

2019 Legislative Update Report:  
Links to Bill & Regulatory Texts  
(as of February 1, 2019)

Bill Number/Version Date	Link to Bill Text
Safe and Affordable Drinking Water Budget Trailer Bill	<a href="http://www.dof.ca.gov/Budget/Trailer_Bill_Language/documents/SafeandAffordableDrinkingWaterandExideCleanup.pdf">http://www.dof.ca.gov/Budget/Trailer_Bill_Language/documents/SafeandAffordableDrinkingWaterandExideCleanup.pdf</a>
AB 68 (Ting), as introduced	<a href="http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB68">http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB68</a>
AB 69 (Ting), as introduced	<a href="http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB69">http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB69</a>
AB 134 (Bloom), as introduced	<a href="http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB134">http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB134</a>
AB 217 (Garcia), as introduced	<a href="http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB217">http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB217</a>
AB 292 (Quirk), as introduced	<a href="http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB292">http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB292</a>
ACA 3 (Mathis/Garcia), as introduced	<a href="http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200ACA3">http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200ACA3</a>
SB 13 (Wieckowski), as introduced	<a href="http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB13">http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB13</a>
SB 134 (Hertzberg), as introduced	<a href="http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB134">http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB134</a>
SB 200 (Monning), as introduced	<a href="http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB200">http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB200</a>

EXHIBIT "C"

**PROPOSED EQUIVALENCY STANDARD LANGUAGE**

**Amend Section 106876 of the Health and Safety Code, as follows:**

106876. As used in this article, unless the context otherwise requires, the following definitions apply:

- (a) "Community water system" has the same meaning as defined in Section 116275.
- (b) "Local primacy agency" has the same meaning as defined in Section 116275.
- (c) "Nontransient noncommunity water system" has the same meaning as defined in Section 116275.
- (d) "Operates a water distribution system" means actions or decisions to control the quality or quantity of drinking water in a water distribution system and includes both of the following:
  - (1) Supervision of other persons operating a water distribution system.
  - (2) Any activity designated by the State Board, in its regulations to implement this article, as an activity that may only be performed by a person with a water distribution operator certificate.
- (e) "Operates a water treatment plant" means actions or decisions to control the performance of one or more drinking water treatment processes and includes both of the following:
  - (1) Supervision of other persons operating a water treatment plant.
  - (2) Any activity designated by the State Board, in its regulations to implement this article, as an activity that may only be performed by a person with a water treatment operator certificate.
- (f) "Wastewater certificate" has the same meaning as defined in Section 13625 of the Water Code.
- (g) "Wastewater treatment plant" has the same meaning as defined in Section 13625 of the Water Code.
- (h) "Water distribution operator certificate" means a certificate of competency issued by the State Board stating that a person has met the requirements to be certified to operate a water distribution system for a specified grade level.
- (i) "Water distribution system" has the same meaning as defined in Section 116275.
- (j) "Water recycling treatment plant" has the same meaning as defined in Section 13625 of the Water Code.

(k) “Water treatment operator certificate” means a certificate of competency issued by the State Board stating that a person has met the requirements to be certified to operate a water treatment plant for a specific classification and grade level.

(l) “Water treatment plant” has the same meaning as defined in Section 116275.

(m) “Water treatment process” means a process that improves the physical, chemical, biological, or radiological quality of water in order to render the water acceptable for use as drinking water and includes all of the following:

- (1) Aeration
- (2) Blending
- (3) Chemical addition
- (4) Contaminant removal
- (5) Conventional treatment
- (6) Demineralization
- (7) Disinfection
- (8) Filtration
- (9) Fluoridation
- (10) Ion exchange
- (11) pH adjustment
- (12) Pre- and post-treatment
- (13) Reverse osmosis

(n) “Advanced water treatment process” means a water or wastewater treatment process that includes any of the following:

- (1) Membrane filtration
- (2) Membrane desalination
- (3) Biological filtration
- (4) Adsorption or ion exchange
- (5) Finished water chemical stabilization
- (6) Iron and manganese removal
- (7) Advanced oxidation processes for pathogen or chemical control
- (8) Membrane bioreactor.
- (9) Other treatment processes as defined by the State Board

**Add Section 106910.5 to the Health and Safety Code, as follows:**

106910.5. The legislature finds and declares:

(a) Water and wastewater treatment and operations is a well-established industry with an aging workforce.

(b) To encourage water operator advancement and cross-training and to attract skilled workers to the water and wastewater industry fields, California operator certification requirements should recognize a broad range of experience and qualifications which provide the needed skill sets, while ensuring high standards for water and wastewater operators.

(c) Workers in the water and wastewater industry process water from a variety of sources to make it safe for drinking or to be returned to the environment.

(d) When wastewater is reused for beneficial use, ensuring protection of public health is of the highest importance.

(e) Operations of advanced water treatment facilities require similar skill sets for both direct production of domestic water supplies and treatment of wastewater. Operations of recycled water distribution systems and potable distribution systems require similar skill sets.

(f) To attract employees with the necessary technical skills to the water and wastewater industries, the State Board should expand the allowable experience to qualify operators to obtain water and wastewater certification.

**Add Section 106911 to the Health and Safety Code, as follows:**

106911. (a) When applying for certification by the State Board as a water treatment operator, distribution system operator, or wastewater operator, operators of complex industrial facilities, including members of the military and military service veterans shall be credited with full equivalent experience and education for work and tasks performed.

(b) Experience credit includes work during service in the military, that is applicable to work performed by a certified operator in California. Applicable work may include, but is not limited to:

- (1) Operation of similar water treatment processes
- (2) Operation and management of SCADA systems and automation
- (3) Troubleshooting equipment failures
- (4) Management of water quality
- (5) Operation and maintenance of equipment such as of pumps, motors, compressors, chemical feed systems, valves, actuators, and meters
- (6) Calibration of on-line analyzers

(c) Education credit translated to the equivalent college semester unit and/or the continuing education units and/or education points will be given for military veterans who obtained and served in the following military occupational specialties (MOS):

- (1) United States Army MOS: 92W Water Treatment Specialist
- (2) United States Navy Rating: Utilitiesman
- (3) United States Marines MOS: 1171 Water Support Technician

(4) United States Coast Guard Ratings: Damage Controlman, Machinery Technician, Marine Science Technician

(5) United States Air Force Specialty Code: 3E4X1 – Water and Fuel Systems Maintenance

**Add Section 106912 to the Health and Safety Code, as follows:**

106912. For purposes of water treatment operator certification experience, a treatment plant using advanced water treatment processes, which treats water of wastewater origin for purposes of water reuse, shall be considered to provide equivalent experience to working at a water treatment plant at the levels indicated below:

(a) A treatment plant which uses advanced treatment processes for non-potable reuse shall be considered at least equivalent to a T3 plant.

(b) A treatment plant which uses advanced treatment processes for potable reuse through groundwater recharge, reservoir augmentation, or augmentation of raw water supplies shall be considered at least equivalent to a T4 plant.

(c) A treatment plant which uses advanced treatment processes for potable reuse through augmentation of treated water supplies shall be considered equivalent to a T5 plant.

**Add Section 106913 to the Health and Safety Code, as follows:**

106913. For purposes of water distribution operator certification experience, operation of a recycled water distribution system shall be considered to provide equivalent experience to operating a potable distribution system.

**Add Section 106914 to the Health and Safety Code, as follows:**

106914. For any of the experience requirements for certification as a T3 or D3 operator, a treatment or distribution operator may substitute:

(a) Day-to-day experience gained working with lead responsibility for water quality related projects or research.

(b) Day-to-day experience in industrial facilities including military facilities with responsibility for operations of similar treatment process technologies.

(c) Registration as a professional engineer in California in civil engineering or chemical engineering.

.....  
(Original Signature of Member)

116TH CONGRESS  
1ST SESSION

**H. R.** \_\_\_\_\_

To establish a grant program for the funding of water recycling and reuse projects, and for other purposes.

\_\_\_\_\_  
IN THE HOUSE OF REPRESENTATIVES

Mrs. NAPOLITANO introduced the following bill; which was referred to the Committee on \_\_\_\_\_

\_\_\_\_\_  
**A BILL**

To establish a grant program for the funding of water recycling and reuse projects, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the "Water Recycling In-  
5 vestment and Improvement Act".

1 **SEC. 2. COMPETITIVE GRANT PROGRAM FOR THE FUNDING**  
2 **OF WATER RECYCLING AND REUSE**  
3 **PROJECTS.**

4 (a) COMPETITIVE GRANT PROGRAM FOR THE FUND-  
5 ING OF WATER RECYCLING AND REUSE PROJECTS.—Sec-  
6 tion 1602(f) of the Reclamation Wastewater and Ground-  
7 water Study and Facilities Act (title XVI of Public Law  
8 102–575; 43 U.S.C. 390h et. seq.) is amended by striking  
9 paragraphs (2) and (3) and inserting the following:

10 “(2) PRIORITY.—When funding projects under  
11 paragraph (1), the Secretary shall give funding pri-  
12 ority to projects that meet one or more of the fol-  
13 lowing criteria:

14 “(A) Projects that are likely to provide a  
15 more reliable water supply for States and local  
16 governments.

17 “(B) Projects that are likely to increase  
18 the water management flexibility and reduce  
19 impacts on environmental resources from  
20 projects operated by Federal and State agen-  
21 cies.

22 “(C) Projects that are regional in nature.

23 “(D) Projects with multiple stakeholders.

24 “(E) Projects that provide multiple bene-  
25 fits, including water supply reliability, eco-sys-

1           tem benefits, groundwater management and en-  
2           hancements, and water quality improvements.”.

3           (b) AUTHORIZATION OF APPROPRIATIONS.—Section  
4 1602(g) of the Reclamation Wastewater and Groundwater  
5 Study and Facilities Act (title XVI of Public Law 102–  
6 575; 43 U.S.C. 390h et. seq.) is amended—

7           (1) by striking “\$50,000,000” and inserting  
8           “\$500,000,000”; and

9           (2) by striking “if enacted appropriations legis-  
10          lation designates funding to them by name,”.

11          (c) DURATION.—Section 4013 of the WIIN Act (43  
12 U.S.C. 390b(2)) is amended—

13           (1) in paragraph (1), by striking “and”;

14           (2) in paragraph (2), by striking the period and  
15          inserting “; and”; and

16           (3) by adding at the end the following:

17           “(3) section 4009(c).”.

18          (d) LIMITATION ON FUNDING.—Section 1631(d) of  
19 the Reclamation Wastewater and Groundwater Study and  
20 Facilities Act (43 U.S.C. 390h–13(d)) is amended by  
21 striking “\$20,000,000 (October 1996 prices)” and insert-  
22 ing “\$30,00,000 (January 2019 prices)”.



February 11, 2019

Prepared by: J. Davis / T. Fournier

Submitted by: R. Jacobson / C. Clary

Approved by: Paul A. Cook 

## CONSENT CALENDAR

### PROPOSED 2019 INVESTMENT POLICY

#### SUMMARY:

Each year, the District is required to adopt an Investment Policy. Changes to the policy from year-to-year are required to conform to any amendments to the California Government Code governing investment of public funds. During 2018, there were no significant changes to the Government Code and the proposed policy for 2019 has no significant change from the policy adopted for 2018. Staff is requesting that the Board adopt a resolution approving the proposed 2019 Investment Policy.

#### BACKGROUND:

Staff annually submits a Statement of Investment Policy to the Board of Directors for approval. The annual submittal generally incorporates amendments to investment-related Government Code sections, policy objectives, delegation of authority and a detailed schedule of authorized investments. The proposed 2019 Investment Policy and related resolution are attached as Exhibits "A" and "B", respectively. During 2018, there were no significant amendments to the Government Code section relating to authorized investments for local agencies, and therefore the 2019 proposed policy is generally the same as the 2018 Investment Policy.

As specified in the Government Code, the Board's delegation of authority to the Treasurer and Assistant Treasurer(s) to manage the District's investment program is limited to a one-year period, renewable annually. The recommended 2019 Investment Policy includes continuation of this annual delegation of authority to the Treasurer and Assistant Treasurer(s).

Given the conservative nature of the State codes and the Board's additional restrictions, staff believes the authorized investments in the recommended 2019 Investment Policy are sufficiently limited to ensure appropriate investment security while retaining some degree of flexibility to take advantage of changing market opportunities. Additionally, the recommended policy provides authority for the Finance and Personnel Committee to further restrict, but not liberalize, authorized investments. Any liberalization of authorized investments would first require the approval of the Board of Directors.

#### FISCAL IMPACTS:

None.

#### ENVIRONMENTAL COMPLIANCE:

This activity is categorically exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Sections 15301 and 15302.

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on February 5, 2019.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2019-\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
IRVINE RANCH WATER DISTRICT APPROVING THE 2019 INVESTMENT  
POLICY AND AUTHORIZING THE TREASURER AND ASSISTANT  
TREASURER(S) TO INVEST AND REINVEST FUNDS OF THE  
DISTRICT AND OF EACH OF ITS IMPROVEMENT DISTRICTS  
AND TO SELL AND EXCHANGE SECURITIES

LIST OF EXHIBITS:

Exhibit "A" – Proposed 2019 Investment Policy  
Exhibit "B" – Resolution Adopting 2019 Investment Policy

## Exhibit “A”

### IRVINE RANCH WATER DISTRICT

#### Proposed 2019 INVESTMENT POLICY

##### **Introduction:**

This investment policy is intended to establish a clear understanding of the District’s authorized investment activities for members of the public, the Board of Directors of the Irvine Ranch Water District (the “District”), District management, and outside investment professionals.

##### **Policy:**

It is the policy of the District to invest its funds in a prudent and professional manner which will provide maximum security of principal while meeting required cash flow demands and conforming to all State statutes governing the investment of public funds, the District’s investment policies, and prudent cash management principles.

##### **Scope:**

This investment policy applies to all District funds that are under the direct oversight of the Board of Directors. The investment of any bond proceeds or related funds will also be made in accordance with this investment policy.

##### **Standard of Care:**

The Board of Directors and those persons authorized to make investment decisions on behalf of the District are trustees of public funds. The standard of care to be used in all investment transactions shall be the “prudent investor” standard set forth in California Government Code Section 53600.3, which states:

“When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

Officers and employees of the District involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program or could impair their ability to make impartial investment decisions. “Designated employees” of the District involved in the investment of District funds, which includes the Treasurer and

Assistant Treasurer(s), shall disclose all information at the times and in the manner required by the District's Conflict of Interest Code.

**Objectives:**

The primary objectives of the District's investment activities, in priority order, are as follows:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Accordingly, diversification by issuer, type, and maturity of securities will be made to avoid or minimize potential losses on individual securities.
2. **Liquidity:** The District's investment portfolio will remain sufficiently liquid to enable the District to meet all operating and capital cash requirements. To the extent required, this liquidity will be maintained through the purchase of securities with active secondary or resale markets and with short-term maturities so as to minimize market risk on the market price of the securities.
3. **Yield:** The District's investment portfolio shall be designed with the objective of attaining the highest rate of return commensurate with the above requirements for the preservation of capital and the maintenance of adequate liquidity.

**Delegation of Authority:**

In accordance with Government Code Sections 53607 and 53608, the Board of Directors delegates to the District's Treasurer and Assistant Treasurer(s) the authority to manage the District's investment program and to provide for the safekeeping of securities. This delegated authority is effective for the 2019 calendar year (Resolution 2019-XX)

**Authorized Investments:**

The District is authorized to invest its funds pursuant to the following laws:

California Government Code:

- Section 53600 et seq. - General investments
- Section 16429.1 - Local Agency Investment Fund (LAIF)
- Section 53684 - Orange County Treasury Pool (not currently authorized by the Board of Directors)
- Section 5920 et seq. - Public finance contracts

California Water Code:

- Section 35912 - Real estate

The Treasurer and Assistant Treasurer(s) are authorized to invest District funds in accordance with these laws, subject to certain restrictions imposed by the District's Board of Directors. These authorized investments and restrictions are shown in Exhibit "A".

Whenever practical, a competitive process shall be used for the purchase and sale of securities.

The Treasurer and Assistant Treasurer(s) are authorized to invest in securities with terms or remaining maturities in excess of five years as part of the District's investment program, but no such investments are to be made without the concurrence of the Finance and Personnel Committee.

#### **Authorized Financial Institutions:**

Only financial institutions designated as "primary dealers" by the Federal Reserve Bank of New York, or other dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule), are authorized to provide investment services to the District. The Treasurer may limit the number of dealers authorized to provide such services.

A copy of the District's annual investment policy shall be provided to each institution authorized by the Treasurer to provide services to the District. Prior to providing investment services, such financial institution shall acknowledge in writing that it has received the District's investment policy and that all persons handling the District's account have reviewed the policy.

All authorized financial institutions are required to send the District unaudited quarterly and audited annual financial statements or provide electronic access to the financial statements.

#### **Safekeeping and Custody:**

All security transactions entered into by the District shall be conducted on a delivery-versus-payment (DVP) basis. All securities owned by the District shall be delivered to the District by book entry, physical delivery, or a third party custodial agreement. Any third party custodian shall be designated by the Treasurer, and all securities held by such custodian, including book entry and physical securities, shall be held in a manner that clearly establishes the District's right of ownership. The District's custodial agent shall meet the requirements of Government Code Section 53608. The District's deposits with LAIF or any other authorized investment pool shall be evidenced by the standard reporting requirements of LAIF or the investment pool.

#### **Reporting:**

The Treasurer shall file a monthly report with the Board of Directors at a public meeting that shows the status of the District's cash and securities, and all related investment transactions that

occurred during the month. The status report shall also be filed with the District's General Manager and will include at least the following information:

- Type of investment
- Original cost
- Issuing institution
- Market value, including source
- Par amount
- Maturity date
- Coupon and/or yield

In addition, the status report shall include the portfolio's rate of return for the month, the average weighted life of the portfolio, a statement regarding the portfolio's compliance with the District's investment policy, and a statement regarding the District's ability to meet expenditure requirements over the following six months. (California Government Code Sections 53607 and 53646)

The Treasurer shall also file a quarterly report with the Board of Directors at a public meeting with respect to the District's real estate investments and any related transactions which occurred during such quarter. The real estate report will be structured to comply as closely as possible with the information requirements of California Government Code Section 53646.

**Investment Policy Adoption and Amendments:**

The Treasurer shall submit an investment policy at least annually to the Board of Directors at a public meeting (California Government Code Section 53646). The policy shall be effective for the calendar year specified. If the Board of Directors does not approve an investment policy for any calendar year, then the investment policy for the previous calendar year shall remain in effect until a new policy is approved.

The District's Finance and Personnel Committee is authorized to make changes in the investment policy from time to time as may be necessary, provided that such changes may only be more restrictive in nature. Any changes that would liberalize the investment policy shall be approved by the Board of Directors before becoming effective. Any changes in the investment policy by the Finance and Personnel Committee shall be reported to the Board of Directors at its next regular meeting.

Exhibit "A"  
 IRVINE RANCH WATER DISTRICT  
 2019 AUTHORIZED INVESTMENTS

<b>INVESTMENT</b>	<b>MAJOR PROVISIONS (Cal. Gov. Code §53601 or 53635 except as noted)</b>	<b>ADDITIONAL RESTRICTIONS IMPOSED BY THE BOARD OF DIRECTORS ("BOARD")</b>
California State and Local Agency Bonds, Notes and Warrants	Registered state warrants, treasury notes or bonds. Any bonds, notes, warrants or other evidences of indebtedness of any local agency in California.	Limited to securities approved by the Finance and Personnel Committee.
U.S. Treasury and Agency Obligations	U.S. Treasury notes, bonds, bills or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest. Also federal agency or U.S. government sponsored enterprise obligations, participations, or other instruments.	No additional restrictions.
Registered treasury notes or bonds of California or other 49 United States	Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.	Limited to states and/or agencies approved by the Finance and Personnel Committee.
Banker's Acceptances	Must be eligible for discount at the Federal Reserve Bank. May not exceed 180 days maturity or 40% of local agency funds. No more than 30% of local agency funds may be invested in banker's acceptances of any one commercial bank.	Limited to domestic and foreign banks approved by the Finance and Personnel Committee.
U.S. Dollar Denominated Senior Unsecured Unsubordinated Obligations	Permits United States dollar-denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Must be rated "AA" or its equivalent or better by a nationally recognized statistical rating organization ("NRSRO"). Limited to 30% of local agency funds.	Limited to securities approved by the Finance and Personnel Committee.

IRVINE RANCH WATER DISTRICT  
2019 AUTHORIZED INVESTMENTS

INVESTMENT	MAJOR PROVISIONS (Cal. Gov. Code §53601 or §53635 except as noted)	ADDITIONAL RESTRICTIONS IMPOSED BY THE BOARD OF DIRECTORS (“BOARD”)
Commercial Paper	Must be of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by an NRSRO. Issuers must be organized and operating in the United States as a general corporation, have assets exceeding \$500 million, and has debt other than commercial paper, if any, that is rated “A” or its equivalent or better by an NRSRO. May not exceed 270 days maturity. Limited to 25% of local agency funds, and no more than 10% in any single issuer.	Limited to corporations approved by the Finance and Personnel Committee.
Negotiable Certificates of Deposit	Issued by national or state-chartered banks, savings associations, federal associations, state or federal credit unions, or state-licensed branches of a foreign bank. Specified restrictions on credit unions for conflicts of interest. Limited to 30% of local agency funds.	Limited to domestic and foreign banks and thrift institutions approved by the Finance and Personnel Committee.
Repurchase and Reverse Repurchase Agreements	Repurchase agreements are limited to a term of one year or less, and securities underlying the agreement shall be valued at 102% or greater of the funds borrowed against the securities, with the value adjusted at least quarterly. Reverse repurchase agreements, including securities lending agreements, are limited to 20% of the base portfolio value and to terms of 92 days or less unless a minimum earning or spread for the entire term is guaranteed in writing. Securities being sold on reverse must be owned by the agency for at least 30 days prior to sale. Reverse repurchase agreements shall be made with primary dealers of the Federal Reserve Bank of New York, or nationally and state chartered banks with a significant banking relationship with the local agency.	All reverse repurchase agreements must have the prior approval of the Finance and Personnel Committee.



IRVINE RANCH WATER DISTRICT  
2019 AUTHORIZED INVESTMENTS

INVESTMENT	MAJOR PROVISIONS (Cal. Gov. Code §53601 or §53635 except as noted)	ADDITIONAL RESTRICTIONS IMPOSED BY THE BOARD OF DIRECTORS (“BOARD”)
Medium Term Notes	All debt securities issued by U.S. organized and operating corporations or depository institutions licensed by the U.S. or any state and operating within the U.S. Notes must be rated “A” or its equivalent or better by an NRSRO. May not exceed five years maturity, or 30% of local agency funds.	For depository institutions, same as shown under Negotiable Certificates of Deposit. For corporations, limited to those approved by the Finance and Personnel Committee.
Shares of Beneficial Interest	Issued by diversified management companies investing in securities and obligations as authorized by Cal. Gov. Code §53635(1). Companies shall have the highest ranking or highest letter and numerical rating assigned by not less than two NRSROs, or shall have a registered and experienced investment advisor. Purchase price shall not include any commissions. Limited to 20% of funds of which no more than 10% may be with any one fund.	No additional restrictions.
Collateralized Negotiable Securities	Notes, bonds or obligations secured by a valid first priority security interest in securities specified in Cal. Gov. Code §53651. Collateral to be placed by delivery or book-entry into the custody of a trust company or trust department of a bank not affiliated with the issuer. Security interest perfected in accordance with Uniform Commercial Code or applicable federal regulations. Collateral requirements are the same as required to secure bank deposits made by local agencies as specified in Cal. Gov. Code §53652.	No investment in collateralized negotiable securities shall be made without the prior approval of the Finance and Personnel Committee.

IRVINE RANCH WATER DISTRICT  
2019 AUTHORIZED INVESTMENTS

INVESTMENT	MAJOR PROVISIONS (Cal. Gov. Code §53601 or §53635 except as noted)	ADDITIONAL RESTRICTIONS IMPOSED BY THE BOARD OF DIRECTORS (“BOARD”)
Collateralized Mortgage Obligations and Asset-Backed Securities	Mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. Securities must have an “AA” rating or its equivalent as rated by an NRSRO, must have a maximum remaining maturity of five years or less, and may not exceed 20% of surplus funds.	No investment in collateralized mortgage obligations or asset-backed securities shall be made without the prior approval of the Finance and Personnel Committee.
Financial Futures and Options	Authorizes the investment in financial futures and financial option contracts in any of the investment categories contained in Cal. Gov. Code §53601.1	No investments in financial futures and financial option contracts are to be made without the prior approval of the Finance and Personnel Committee.
Prohibited Investments	A local agency shall not invest any funds in inverse floaters, range notes, and mortgage derived interest-only strips, or any security that could result in zero interest accrual if held to maturity. (Cal. Gov. Code §53601.6)	No additional restrictions.
Local Agency Investment Fund	Permits a local agency to deposit funds with the State Treasurer for the purpose of investment in securities prescribed in Cal. Gov. Code §§16429.1 et seq.	No additional restrictions.
Orange County Treasury Pool	Permits a local agency to deposit funds with the County Treasurer for investment in securities prescribed in Cal. Gov. Code §53635 or 53684	No investments are to be made with the Orange County Treasury Pool without the prior approval of the Board.
Inactive Public Deposits	Deposits or contracts with Federal Reserve System banks insured by FDIC, savings associations or federal associations which are home loan bank members or insured by FSLIC, and state or federal credit unions. Specified restrictions on credit unions.	No inactive public deposits are to be made without the prior approval of the Finance and Personnel Committee.

IRVINE RANCH WATER DISTRICT  
2019 AUTHORIZED INVESTMENTS

<b>INVESTMENT</b>	<b>MAJOR PROVISIONS (Cal. Gov. Code §53601 or §53635 except as noted)</b>	<b>ADDITIONAL RESTRICTIONS IMPOSED BY THE BOARD OF DIRECTORS (“BOARD”)</b>
Public Finance Contracts	Includes interest rate swap agreements, currency swap agreements, forward payment conversion agreements, futures, or index-based agreements to hedge payment, currency, rate, spread or similar exposure. Requires certain determinations by governing body. (Cal. Gov. Code §§5920 et seq.)	The Board is authorized to approve the general parameters for swap transaction types, maximum notional amount(s) and maximum duration(s). The Finance and Personnel Committee shall structure specific parameters for individual transactions including notional amount, transaction timing, counterparty selection, index to be used and ISDA agreement approval. (Resolution 2003-36)
Real Estate Investments	Authorized to invest no more than 30% of the District’s Replacement Fund in real estate located in Orange County. (Cal. Wat. Code §35912)	Real estate investments shall be made in accordance with existing Board policies (Resolution 1990-30). All real estate investments must be individually approved by the Board.

## Exhibit “B”

RESOLUTION NO. 2019-\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
IRVINE RANCH WATER DISTRICT APPROVING AN INVESTMENT  
POLICY AND AUTHORIZING THE TREASURER AND ASSISTANT  
TREASURERS TO INVEST AND REINVEST FUNDS OF THE  
DISTRICT AND OF EACH OF ITS IMPROVEMENT DISTRICTS  
AND TO SELL AND EXCHANGE SECURITIES

The Treasurer of the Irvine Ranch Water District (“District”) is permitted by Section 53646 of the California Government Code to annually render to the Board of Directors (the “Board”) a statement of investment policy, which the Board shall consider at a public meeting.

The Treasurer has presented an investment policy to the Board at a public meeting, in the form attached as Exhibit A (“2019 Investment Policy”).

Section 53607 of the California Government Code permits the Board to annually delegate to the Treasurer of the District the Board’s authority to invest or reinvest funds of the District or sell or exchange securities so purchased, allows renewal of the delegation of authority to the Treasurer by the Board on an annual basis, and establishes a requirement for monthly reporting of the transactions by the Treasurer to the Board.

Section 53608 of the California Government Code permits the Board to delegate to the Treasurer of the District the Board’s authority to deposit for safekeeping the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants or other evidences of indebtedness in which money of the District is invested.

Under Section 53635.2 of the California Government Code, funds of the District may be deposited with certain financial institutions.

Pursuant to Section V, Paragraph 8 of the District’s Bylaws, the Board has appointed one or more Assistant Treasurers.

Resolution No. 2018-7 contains the Board’s previous delegation of authority to the Treasurer and Assistant Treasurer(s) to invest or reinvest funds, sell or exchange securities, deposit investments for safekeeping, and deposit funds, and the Board intends by this resolution to renew that delegation of authority.

The Board of Directors of Irvine Ranch Water District therefore resolves as follows:

Section 1. The 2019 Investment Policy of the District is approved in the form attached as Exhibit A, effective January 1, 2019, and will remain in effect until it is revoked or is superseded.

Section 2. The authority of the Board to invest or reinvest funds of the District and its improvement districts or to sell or exchange securities so purchased, subject to the requirements of the 2019 Investment Policy, is hereby delegated to each of the Treasurer and the Assistant Treasurer(s). Pursuant to California Government Code Section 53607, the Treasurer shall assume full responsibility for those transactions until this delegation is revoked or expires. This delegation is effective as of January 1, 2019, and will remain in effect until it is revoked or is superseded by a subsequent delegation.

Section 3. The authority of the Board to deposit for safekeeping the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants or other evidences of instruments in which money of the District and its improvement districts is invested, subject to the requirements of the 2019 Investment Policy, is hereby delegated to each of the Treasurer and the Assistant Treasurer(s). This delegation is effective as of January 1, 2019, and will remain in effect until it is revoked or is superseded by a subsequent delegation.

ADOPTED, SIGNED AND APPROVED this 28<sup>th</sup> day of January, 2019.

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President  
IRVINE RANCH WATER DISTRICT  
and of the Board of Directors thereof

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Secretary  
IRVINE RANCH WATER DISTRICT  
and of the Board of Directors thereof

APPROVED AS TO FORM:  
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: \_\_\_\_\_  
District Counsel

February 11, 2019  
Prepared and  
submitted by: J. Roney  
Approved by: Paul A. Cook 

CONSENT CALENDAR

REVISED PERSONNEL POLICIES AND PROCEDURES

SUMMARY:

The District has adopted Personnel Policies and Procedures to consistently address personnel-related issues at the Irvine Ranch Water District. Revisions to these policies are necessary from time to time to keep current with state and federal law, to maintain best practices in policy and procedure administration, and to accurately reflect processes adopted for the efficient and effective conduct of District business relative to personnel and other Human Resources-related matters. Staff recommends that the Board adopt a resolution superseding Resolution No. 2016-5 and establishing revised Personnel Policies and Procedures.

BACKGROUND:

Staff undertook an overall evaluation of all IRWD Personnel Policies and Procedures to ensure compliance with current employment and labor laws and regulations. This evaluation also considered changes to District practices, procedures, and protocols that have occurred over the years in the administration of these Personnel Policies and Procedures and incorporated those changes where applicable. Once complete, all changes were reviewed by District legal counsel for personnel matters. Additionally, the proposed Personnel Policies and Procedures changes were submitted to the International Brotherhood of Electrical Workers (IBEW) Local #47, representing District General Unit Employees and Non-Exempt Supervisor Unit employees for its review and comment as required by the Myers-Milias Brown Act pursuant to Government Code Section 3500-3511. No comments were submitted by IBEW.

A summary of the substantive changes to District Personnel Policies and Procedures is described in a Disposition Table provided in Exhibit "A"; detail of the proposed changes to affected Personnel Policy and Procedure is provided in Exhibit "B"; and a resolution superseding Resolution No. 2016-5 and establishing revised policies is provided in Exhibit "C".

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on February 5, 2019.

RECOMMENDATION:

That the Board adopt the following resolution by title:

RESOLUTION NO. 2019 -

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT,  
SUPERSEDING RESOLUTION NO. 2016-5 AND  
ESTABLISHING REVISED PERSONNEL POLICIES AND PROCEDURES

LIST OF EXHIBITS:

- Exhibit "A" – IRWD Personnel Policies and Procedures Revisions Disposition Table
- Exhibit "B" – Red-lined Recommended Changes to District's Personnel Policy and Procedures
- Exhibit "C" – Resolution Establishing Revised Personnel Policies and Procedures

**EXHIBIT "A"**  
**IRVINE RANCH WATER DISTRICT PERSONNEL POLICIES AND PROCEDURES REVISIONS**  
**DISPOSITION TABLE**

<b>Current No.</b>	<b>Current Title</b>	<b>Summary of Proposed Revisions</b>	<b>New No.</b>	<b>New Title</b>	<b>Comments</b>
1	Purpose	Revised, streamlined and re-titled.		General Provisions	
2	General Policies	Revised and re-titled. Keeps and expands EEO statement from this original policy. Non EEO provisions of: <ul style="list-style-type: none"> <li>• Office hours, meal/rest periods, and paydays moved to Policy 8.</li> <li>• No smoking moved to Policy No. 26</li> <li>• Safety allocated to other more relevant policies.</li> </ul>		Equal Employment Opportunity	
4	Violence Prevention	Updated and revised to ensure legal compliance		Prevention of Workplace Violence	
6	Hiring and Termination	Revised and updated to ensure legal compliance. Includes new requirements for review of applicant conviction history information. Expands temporary employee information added from former Policy No. 7.		Hiring and Probation	Removed process for termination and created new Policy No. 9. Removed details of hiring process and included in HR Dept. processes and procedures.
7	Temporary Employees	Moved Temporary Employee policy matter to new Policy No. 6. Created a new Policy for ADA and FEHA matters as Policy No. 7.		Disabled Applicants and Employees	Replaces Policy 40, which was limited to ADA only. New Policy No. 7 addresses FEHA and ADA and removes non-employment-related provisions.



**IRVINE RANCH WATER DISTRICT PERSONNEL POLICIES AND PROCEDURES REVISIONS  
DISPOSITION TABLE**

<b>Current No.</b>	<b>Current Title</b>	<b>Summary of Proposed Revisions</b>	<b>New No.</b>	<b>New Title</b>	<b>Comments</b>
8	Salary	Combined with former Policy No. 9 and parts of former Policy No. 2 which addressed hours of operation and rest and meal periods.		Compensation, Hours of Work and Overtime	Key provisions regarding compensation retained and updated.
9	Overtime Pay	New policy created to addresses both involuntary and voluntary separation from employment. Key provisions of overtime, compensation and hours worked now incorporated into new Policy No. 8.		Separation from Employment	
12	Workers' Compensation	Deleted – All provisions incorporated into new Policy 19.1		None	
13	Long Term Disability	Deleted – details of Long Term Disability plan in plan documents available in Human Resources.		None	
14	Short Term Disability	Deleted – Short Term Disability provided by State of California Employment Development Department. Information available from Human Resources		None	
15	Public Employment Retirement System (PERS)	Deleted due to outdated information. Details of CalPERS benefits available from Human Resource.		None	

**IRVINE RANCH WATER DISTRICT PERSONNEL POLICIES AND PROCEDURES REVISIONS  
DISPOSITION TABLE**

<b>Current No.</b>	<b>Current Title</b>	<b>Summary of Proposed Revisions</b>	<b>New No.</b>	<b>New Title</b>	<b>Comments</b>
16	Sick Leave	Revised for legal compliance and accurate reflection of existing practices.			
18	Vacation	Revised to update and clarify existing practices.			
19	Leave of Absence	Separated into four separate policies parts for better clarity and to ensure legal compliance.		Family and Medical Care Leaves of Absence (FMLA/CFRA/PDL)	Revised and expanded to ensure legal compliance and accurate reflection of existing practices under federal FMLA and California CFRA and PDL laws.
			19.1	Workers' Compensation and Terms for Industrial Disability Leave	Includes some provisions from former Policies No. 12 and No. 19, specific to workers' compensation leaves.
			19.2	Personal Leaves of Absence	Includes some provisions from former Policy No. 19 for non-workers' compensation and non-FMLA/CFRA/PDL leaves.
			19.3	Other Leaves of Absence	Incorporates jury duty, witness leave, voting leave, and other, non-medical statutory leaves.
20	Military Leave of Absence	Deleted – All provisions incorporated into new Policy No. 19.3.		None	
21	Jury/Witness Duty	Deleted – All provisions incorporated into new Policy No. 19.3.		None	
22	Holidays	Revised to ensure legal compliance.			

**IRVINE RANCH WATER DISTRICT PERSONNEL POLICIES AND PROCEDURES REVISIONS  
DISPOSITION TABLE**

<b>Current No.</b>	<b>Current Title</b>	<b>Summary of Proposed Revisions</b>	<b>New No.</b>	<b>New Title</b>	<b>Comments</b>
26	Employee Assistance Program(EAP)	Deleted – details of EAP plan available from HR. New policy created for Smoke Free Workplace to expand on non-smoking statement from former Policy No. 2 and to ensure legal compliance.		Smoke Free Workplace Policy	
27	Substance Abuse Policy	Revised to create two policies to ensure legal compliance; one for commercial drivers and one for non-commercial drivers.		Substance Abuse Policy	For non-commercial driver employees and relevant circumstances.
			27.1	Substance Abuse Policy – Commercial Drivers	For commercial driver employees.
29	Harassment Policy	Retained and expanded significantly to ensure legal compliance.		Prevention and Correction of Harassment, Discrimination, Retaliation and Abusive Conduct	
30	C.O.B.R.A. Policy	Deleted – due to outdated information. Details of C.O.B.R.A. benefits available from HR			
31	Uniform Policy	Revised and expanded to reflect current practices and to include updated provisions from former Policy No. 38.		Uniforms, Safety Footwear, Safety Eyewear and Tools Policy	

**IRVINE RANCH WATER DISTRICT PERSONNEL POLICIES AND PROCEDURES REVISIONS  
DISPOSITION TABLE**

<b>Current No.</b>	<b>Current Title</b>	<b>Summary of Proposed Revisions</b>	<b>New No.</b>	<b>New Title</b>	<b>Comments</b>
35	Unused Policy Number	Created new policy to ensure compliance with workers' compensation and ADA/FEHA requirements for employees subject to temporary medical work restrictions.		Temporary Modified Duty/Light Duty Assignments	
37	Commuter Trip Reduction (Ridesharing) Plan	Updated to include current practices.			
38	Safety Shoe and Prescription Safety Eyewear Policy	Deleted – All provisions incorporated into revised Policy No. 31.			
40	Americans with Disabilities Act Policy	Deleted – relevant, employment-related provisions incorporated into new Policy No.7.			
42	Voting Time	Deleted - incorporated into new Policy No. 19.3.			
45	Conflict of Interest	Separation of the Conflict of Interest Code from the Policy to facilitate required annual Code update.			
50	Vehicle and Equipment Usage	Revised and updated to include current practices			

## EXHIBIT B

### IRVINE RANCH WATER DISTRICT

#### PERSONNEL POLICIES AND PROCEDURES

##### POLICY NO. 1 - PURPOSE - GENERAL PROVISIONS

1. The objective of the Irvine Ranch Water District (District) Personnel Policies and Procedures is to act as a guideline to explain policies and rules for all applicants for employment and District employees. These ~~polieies~~ Policies also explain certain ~~define the obligations, rights, privileges,~~ benefits provided by the District and certain prohibitions or work rules established by the District. Nothing in these policies shall be construed to create a contractual right of employment between the District and any employee.
- ~~2. Any suggestions for improvement are always welcome. It is the policy of the District to encourage employee recommendations that will benefit employee-employer relations. By working together, the District hopes that it will share with its employees a sincere pride in the work place and the services that we are all here to provide.~~
- ~~3. In order to retain necessary flexibility in the administration of policies and procedures~~2.  
Consistent with Sections 3500 et seq. of the California Government Code, the District reserves the right to change or amend, supplement, revise, or rescind any provisions, policies and or procedures described in this manual without notice. District Personnel Policies and Procedures whenever the District determines that such action is warranted. Such changes shall become effective upon adoption by the District Board.
- ~~43.~~ The Human Resources Department is responsible for administering the policies set forth in this manual.
- ~~5. The policies and procedures set forth in this manual supersede any and all previous policies, procedures or other written material concerning District personnel policies. No individual, other than the General Manager, can make any written or verbal statement requiring the District to follow different personnel policies.~~
- ~~4.~~ In the event of a clear conflict between these Policies and another District-wide or departmental policy, procedure, or practice, these Policies shall control, unless the General Manager has given advance authorization for the conflicting policy, procedure, or practice in writing. In the event of a clear conflict between these Policies and a valid Memorandum of Understanding, the Memorandum of Understanding shall control.

Adopted by IRWD Board of Directors on: March 1, 1995

IRVINE RANCH WATER DISTRICT

PERSONNEL POLICIES AND PROCEDURES

POLICY NO. 2 —~~EQUAL EMPLOYMENT OPPORTUNITY~~— GENERAL POLICIES

I. The following policies have been established by the District, and are applicable to all personnel.

A. Official office hours at the Headquarters facility are 7:30 a.m. to 5:00 p.m., Monday through Thursday. Friday hours are 8:00 a.m. to 5:00 p.m. The Headquarters facility will be closed every other Friday other than a small number of Customer Service staff who will be available for customer service issues. Official office hours at the Michelson facility are 6:30 a.m. to 4:00 p.m., Monday through Thursday. Friday hours are 6:30 a.m. to 3:00 p.m.

There may be other hours worked as necessitated by specific job requirements.

If, for any reason, an employee is unable to report for work, the employee's immediate supervisor must be notified as soon as possible.

B. Uniforms are required apparel in certain specified jobs within the District. These District uniforms will be provided, laundered and maintained by the District. Supervisors are responsible for coordinating with the warehouse for the issuance of uniforms to newly hired employees. These uniforms are the property of the District and will be surrendered upon termination of employment.

~~I. **EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**~~

~~A. This policy is in accordance with the laws of the United States and the State of California and reaffirms the District's continuing commitment to provide equal opportunity to all employees and applicants for employment.~~

C. Each employee of the District is authorized a 10 minute rest period or coffee break during the morning and again in the afternoon. Each employee who is assigned to work over 5 hours is authorized a meal period of 30 minutes. Employees are not paid for meal periods. These periods are designated by their supervisors on a scheduled basis.

D. Employees are paid on a biweekly schedule every other Friday as established by the District. A schedule of pay dates is available on the s:\drive under Paysched.

E. Safety is at the forefront of the District's concerns. The California Occupational Safety and Health Administration and the Irvine Ranch Water District Safety Policy pertain to safety and are applicable to all District employees. Safety regulations, as established by the Safety and Security Manager, will be stated in the Safe Work Practices Manual and placed on the s:\drive where they are accessible to all employees. Safety rules will be strictly enforced. (See Policy No. 32 - Safety Incentive/Service Award Program). The District will also follow its Injury and Illness Prevention Program (See Policy No. 33 - Injury and Illness Prevention Program).

F. The District provides a smoke-free work place. Both the Sand Canyon Headquarters building and the Michelson Operations Center multiple buildings including workshop areas and any other enclosed work areas are non-smoking facilities. In addition, all District vehicles are considered non-smoking areas.

| POLICY NO. 2 – GENERAL POLICIES

| Adopted by IRWD Board of Directors on: September 10, 2012

IRVINE RANCH WATER DISTRICT  
PERSONNEL POLICIES AND PROCEDURES

POLICY NO. 4 – ~~WORKPLACE~~ VIOLENCE PREVENTION

~~1. General Policy~~

I. IN GENERAL

A. The District is committed to providing a work environment free of fear, intimidation, violence or the threat of violence and ensuring the safety of all District employees. Consistent with this commitment, the District prohibits any acts or behaviors by a District employee against any other employee, customer or visitor ~~which that~~ may be intimidating, threatening, harassing, dangerous, or harmful. The District also prohibits any act or behavior by or at the direction of a District employee ~~which that~~ is intended to scare, frighten, coerce, or intimidate another person, group, or organization.

~~2. Purpose of Policy~~

B. The purpose of this policy is to:

~~The purpose of this policy is to establish~~ 1. Establish District expectations relative to employee behavior and help protect employees and others from threats or acts of violence by District employees. ~~Additionally, this policy is intended to remind;~~

2. Remind employees of the District's long-standing principle that all employees, applicants, and visitors should be able to enjoy a work environment that is free from the fear of violence and that all people are to be treated with respect and dignity;

3. Ensure that all workplace threats and violent behavior are addressed promptly; and

4. Ensure that the level of physical and facility security in District workplaces is sufficient to protect the health and safety of District employees;

C. Consistent with this policy, acts or credible threats of violence that involve or affect District employees will not be tolerated and will be subject to appropriate disciplinary action up to and including termination. A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his/her safety, or the safety of his/her immediate family, and that serves no legitimate purpose.

D. Examples of prohibited workplace violence include, but are not limited to the following:



POLICY NO. 04 – VIOLENCE PREVENTION

1. Threatening to harm or harming an individual and/or his/her family, friends, associates, and/or their property.
  2. Fighting or challenging another individual to a fight.
  3. Engaging in intimidation through direct or veiled verbal threats, or through physical threats, such as grabbing, and pushing.
  4. Directing obscene or abusive gestures or engaging in any other act or behavior towards another person, group or organization that is intended to scare, frighten, coerce or intimidate.
  5. Making abusive, harassing or threatening telephone calls; sending messages, letters, packages or electronic communications of any type that contain or may be perceived to contain abusive, harassing, or threatening language or materials of any sort or kind.
  6. Attempting to coerce an employee to do wrongful acts that would affect the business interests of the District.
  7. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for his/her safety, or the safety of his/her immediate family, as defined in Civil Code section 1708.7.
  8. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.
  9. Possession of firearms (loaded or unloaded), bullets, weapons, or any other dangerous devices on District property. This includes look-alike weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to the following, when their possession or use is not expressly authorized by a District supervisor or Department Head: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives, folding knives having a blade that locks into place, razor blades, clubs, explosives, accelerants, poisons, and acids.
  10. Use of a personal or District-issued tool or other equipment in a threatening manner toward another.
  11. Engaging in any other act or behavior toward any other employee, customer, visitor, or other person, group, or organization that is or may be or perceived to be abusive, intimidating, threatening, dangerous, or harmful.
- E. Items that are brought onto District premises in violation of this Policy are subject to confiscation and destruction.

II PROCEDURE

**3. Procedure**

A. Any employee, ~~applicant, or guest,~~ who has been the victim of, or has witnessed ~~threatening behavior or has been the target of threatening behavior an act of violence by a District employee~~ behavior believed to have violated this Policy shall promptly report it to the Human Resources Department or to the General Manager. Customers and members of the public who have similar information or suspicion may also assist the District by reporting it to the Human Resources Department or to the General Manager. ~~In the event that the reporting party wishes to remain anonymous, he or she may use a "Speak Up" form.~~

**A. First Point of Contact**

~~The Director of Human Resources and the General Manager will act as the first point of contact for suspected or known violations of this policy. In the event that it is reasonably believed~~ 1. If there is reason to believe that a violation of this ~~policy~~ Policy has placed the safety of an employee or anyone else in immediate danger, a supervisor or manager should be notified as quickly as practicable. In the event of a life threatening situation, the reporting party should provide for their own safety first, and then as soon as practicable dial 911 and request police assistance.

**B. Investigation**

B. Employees who have reason to believe that they or any District employee may be the subject of a future violent act in the workplace or as a result of their District employment, should immediately notify their supervisor or manager, or Human Resources.

1. District employees who obtain protective orders against another person, whether they are an employee or not, which include or describe District premises or property must provide copies of that order to the Director of Human Resources or the General Manager within twenty four (24) hours of receipt of it. The failure to do so regardless of the reason may be considered a violation of this Policy and subject the offending employee to disciplinary action up to and including termination.

2. As set forth in Policy 19.3, and in accordance with Section 230(f) of the Labor Code, an employee who has been the victim of domestic violence, sexual assault, or stalking may request an accommodation for his/her safety at work.

C. Following notification of a suspected violation, ~~should or future violation,~~ of this Policy, the Director of Human Resources ~~reasonably believe that a policy violation has occurred or may occur, the Director may~~ will initiate an investigation. That investigation may include the use of resources or individuals external to the ~~organization~~ District. Regardless, all employees are required to cooperate with any District initiated investigation. The failure to do so may result in disciplinary action up to and including termination.

**C. — Appropriate Action**

1. An investigation may also involve a search of District property including but not limited to, desks, files, computers, PDAs, cell phones, cabinets, lockers, equipment and vehicles. Employees do not have a reasonable expectation of privacy in such District property.

D. Upon completion of the investigation, the Director of Human Resources and other decision-makers as designated by the District will determine what action, if any, is to be taken. Disciplinary or corrective action resulting from an investigation will follow the guidelines established by the Human Resources Department.

**4. — Implementation**

**A. — Threats or Acts of Violence**

The District will take disciplinary action up to and including termination, for a violation of this policy. Specifically:

- 1) — District employees shall not engage in any act or behavior against any other employee, customer or visitor which may be or perceived to be intimidating, threatening, dangerous or harmful.
- 2) — District employees shall not use obscene, abusive, or threatening language or gestures directed at any other employee, customer or visitor. Nor may District employees send messages, letters, packages or electronic communications of any type to any other employee, customer or party which contain or may be perceived to contain abusive, offensive or threatening language or materials of any sort or kind.
- 3) — District employees shall not engage in any act or behavior which is intended to scare, frighten, coerce or intimidate another person, group or organization. Such acts and behaviors include but are not limited to veiled threats, direct threats or any other act or behavior which may be perceived to scare, frighten, coerce or intimidate another person, group or organization.
- 4) — District employees that become aware of or are the target of any of the aforementioned acts or behaviors are to immediately report them to the Director of Human Resources or the General Manager. The failure to do so regardless of the reason may be considered a violation of this policy and subject the offending employee to disciplinary action up to and including termination.

**B. — Weapons**

The District expressly prohibits employees, customers, and visitors from bringing unauthorized weapons, devices which could be used as weapons, or items which could pose a potential threat to others (i.e. bullets, explosives, accelerants, poisons, acids, etc.) onto District premises. Such items which are brought onto District premises in violation of this policy are subject to confiscation and destruction.

**C. — Protective Orders**

District employees who obtain protective orders against another person, whether they are an employee or not, which include or describe District premises or property are to provide

**POLICY NO. 04 – VIOLENCE PREVENTION**

~~copies of that order to the Director of Human Resources or the General Manager within twenty-four (24) hours of receipt of it. The failure to do so regardless of the reason may be considered a violation of this policy and subject the offending employee to disciplinary action.~~ E. Violations of this Policy by any individual may be followed by legal action as appropriate, which may include, seeking a temporary restraining order and/or injunction on behalf of District employees if the situation warrants such action. In addition to appropriate legal action, violations of this Policy by employees may lead to appropriate disciplinary action, up to and including termination.

**D. — Stalking and Surveillance**

~~The District expressly prohibits employees from engaging in unwanted watching, surveilling, pursuing or stalking of other District employees, customers or members of the public.~~

**E. — Workplace Searches**

~~The District may at its discretion:~~

- ~~1) — Search District property, including but not limited to, desks, files, computers, PDAs, cell phones, cabinets, lockers, equipment and vehicles;~~
- ~~2) — Search any vehicle brought upon or parked upon District premises; or~~
- ~~3) — Search any pocket, package, purse, briefcase, toolbox, lunchbox, or other container brought upon District premises.~~

**5. — Employee Responsibility**

~~Any employee, supervisor, or manager who becomes aware of conduct or suspects conduct which violates this policy shall immediately advise the Human Resources Department or the General Manager to assure that such conduct does not continue.~~

**6. — Administrative Responsibility**

~~The Director of Human Resources is responsible for ensuring compliance with this policy.~~

Adopted by IRWD Board of Directors on: **May 14, 2007**

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 6 - HIRING AND ~~TERMINATION~~PROBATION

#### I. IN GENERAL

##### †A. Commitment to Compliance with ~~Federal Laws Prohibiting Employment of Unauthorized Aliens~~Laws Regarding Hiring

The District is committed to full compliance with state and federal laws affecting the hiring process. It is the District's policy to recruit, screen, employ, retain, promote, train, compensate, evaluate, terminate, and otherwise treat all job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, sexual orientation, gender, gender identity, gender expression, race, color, religion, national origin, ancestry, pregnancy, age, marital status or registered domestic partner status, military or veteran status, genetic information, medical condition, physical or mental disability, or any other characteristic protected by applicable state or federal law. Further, the District does not discriminate against applicants or employees who are perceived to have such characteristics or who associate with an individual having such characteristics.

#### B. Position Categories

In an effort to determine eligibility for various benefits, the following position categories have been established:

1. Regular Full-Time Employee: Hired to work on a regular basis for 40 hours/ week. Eligible for all benefits.

2. Regular Part-Time Employee: Hired to work on a regular basis for less than 40 hours/week. Eligible for all benefits on a pro-rated basis.

3. Temporary Employee: Hired to work for a limited duration due to special projects, backlogs, or emergencies on either a full-time (40 hours/week) or part-time (less than 40 hours/week) basis. Only eligible for holiday pay, workers' compensation benefits, sick leave, and other benefits as required by law.

a. Student Intern: A temporary employee who is actively enrolled as a student in an institution of higher learning at either the undergraduate or graduate level. Student Interns work less than 20 hours/week.

The District is committed to full compliance with the federal immigration laws. These laws require that all individuals pass an employment verification procedure. This procedure has been established by law and requires that every individual provide satisfactory evidence of his/her identity and legal authority to work in the United States no later than three business days after he/she begins work. Accordingly, all new employees must go through this procedure.

## POLICY NO. 6 – HIRING & ~~TERMINATION~~PROBATION

### ~~2. Hiring and Employment of Relatives or Individuals with a Residential Relationship/Conflicts of Interest~~

~~Relatives of employees and individuals with whom employees reside are not eligible for employment with the District in any situation where potential problems of supervision, safety, security or morale exist. Further, the District desires to avoid situations in which actual or potential conflicts of interest may exist.~~

~~For purposes of this policy, relatives include an employee's parent, including in-laws and stepparents, child, including stepchild, brother, sister, including step siblings, brother-in-law and sister-in-law. As noted above, the policy is not limited to relatives and applies to other covered situations involving actual and potential conflicts of interest.~~

~~If two employees become subject to the restrictions of this policy after they are hired, the District reserves the right to determine whether or not an actual or potential conflict of interest or an effect on supervision, safety, security and/or morale exists. In any case where the District determines, in its sole discretion, that a relationship between two employees may create an actual or potential conflict of interest, or affect supervision, safety, security or morale, the District may take whatever action it determines to be appropriate to avoid the actual or potential conflict of interest.~~

~~Any questions regarding this conflict of interest policy should be directed to the Director of Human Resources. If an employee becomes involved in any such actual or potential conflict of interest, he or she must notify his/her supervisor immediately.~~

### 3 C. **Posting Policies**

1. The Human Resources Department of the District is responsible for posting employment opportunities available within the District. Employment opportunities ordinarily will be posted for a minimum of five days via electronic communication methods.
2. Employees who are interested in posted positions are required to complete an electronic application form via the District's on-line applicant tracking system prior to the posted closing date for the position.

### 4D. **Eligibility for Promotions and Transfers**

1. The District encourages employees to apply for promotions to positions for which they are qualified. Promotional opportunities are posted via the District's on-line applicant tracking system and announced via email and the District's intranet system.
2. Employees who have been employed by the District for at least six months and are interested in consideration for posted positions are required to complete an electronic application form via the District's on-line applicant tracking system prior to the posted closing date. Employees who have been employed with the District less than six months may not qualify for a transfer or promotion to another position if the change is not in the best interest of the District, as determined in the sole discretion of the Director of Human Resources.
3. Promotions and transfers shall be based on the ability, qualifications, and potential of the candidates for the positions. Employees are not

**POLICY NO. 6 – HIRING & TERMINATIONPROBATION**

automatically entitled to a promotion or transfer for which they apply.  
Employees who have been employed with the District less than six months may not qualify for a transfer or promotion to another position if the change is not in the best interest of the District.

**5. Initiation of Hiring Process**

The Human Resources Department of the District is dedicated to employing the most qualified individuals for available positions. Executive Directors, Directors and Managers must keep the Human Resources Department informed of their recruiting and staffing needs. Planning is essential to recruiting, screening and selection of a candidate within the time frame required.

**A. Budgeted Position**

The Department Manager is responsible for determining that an additional employee has been approved in the budget. A job description must be developed and/or reviewed before recruitment can begin.

**B. Position Categories**

In an effort to determine eligibility for various benefits, the following position categories have been established:

**Regular Full Time Employee:** Hired to work on a regular basis for 40 hours/ week. Eligible for all benefits.

**Regular Part Time Employee:** Hired to work on a regular basis for less than 40 hours/week. Eligible for all benefits on a pro-rated basis.

**Temporary Employee:** Hired to work for a limited duration on either a full-time (40 hours/week) or part-time (less than 40 hours/week) basis. Only eligible for holiday pay, workers' compensation benefits and other benefits as defined in Policy No. 7 Temporary Employees.

**Student Intern:** Actively enrolled as a student in an institution of higher learning at either the undergraduate or graduate level. Student Interns work less than 20 hours/week. They are eligible for pro-rated holiday pay and workers' compensation benefits.

**C. Personnel Requisition Form**

In order to initiate the hiring process, a Personnel Requisition Form must be completed (available in Human Resources Department and at s:\Human Resources\Forms\Personnel Req.doc). Once the form has been completed, reviewed and signed by department management, the requisition is routed to the Human Resources Department for processing.

The Personnel Requisition is used to initiate necessary 4. The District is an Equal Employment Opportunity postings, newspaper advertisements, and to update the District's employee turnover report to the Board of Directors. employer, as addressed in Policy 2.

**E. Hire of Temporary Employee into Regular Status**

**6. Selection, Interview and Hiring Process**

~~A.~~ Selection

1. A temporary employee who competes successfully for a regular position is not eligible for retroactive District benefits. Additionally, their anniversary date will not be adjusted to give the employee credit for the number of hours worked for the District as a temporary employee.

II. HIRING PROCESS

A. Minimum Qualification Review, Criminal Conviction History, and Salary History Information

1. Applications are reviewed by a Human Resources representative to determine those that meet the minimum qualifications of the job. The applications of all candidates who meet the minimum qualifications for an open position at the District will be forwarded to the appropriate Department by the Human Resources Department via the District's electronic applicant tracking system. Each department is responsible to provide information to the Human Resources Department regarding those applicants with whom the department wishes to invite for an interview.

~~In-house applicants (employees of the District) may also apply for open position via the District's applicant tracking system (see Sections 3. and 4... of this policy). All internal applicants are given the same consideration as external applicants, based on their qualifications and the requirements of the job.~~

2. The District will not ask any applicant for employment to disclose, through any written form or verbally, at any time, information concerning an arrest or detention that did not result in conviction, or information concerning a referral to, and participation in, any pretrial or posttrial diversion program, or concerning a conviction that has been judicially dismissed or ordered sealed pursuant to law, including but not limited to, Sections 1203.4, 1203.4a, 1203.45, and 1201.1 of the Penal Code.
3. Unless otherwise required by law, the District will not ask an applicant for employment to disclose, orally or in writing, information concerning the conviction history of applicant, until the District has issued a conditional offer of employment. The job announcement for the position in question will advise whether a lawful exception to this Section and/or to Sections D.2.a.ii-iv applies.
4. The District will comply with applicable California law limiting the consideration and use of salary history information for applicants.

B. Hiring and Employment of Relatives, Individuals with a Residential Relationship, or Other Actual or Potential Conflicts of Interest

1. Applicants for employment who are relatives of employees or are individuals with whom employees reside are not eligible for employment with the District in any position or assignment where potential problems of supervision, safety, security or morale exist. Further, the District



**POLICY NO. 6 – HIRING & ~~TERMINATION~~PROBATION**

desires to avoid situations in which other actual or potential conflicts of interest may exist and may deny employment on that basis in accordance with applicable law.

- a. For purposes of this policy, relatives include an employee's parent (including in-laws and stepparents), spouse, child (including stepchild), brother, and sister (including step siblings, brother-in-law and sister-in-law). Relatives also include an employee's registered domestic partner, and the parents, children, and siblings of a registered domestic partner
  - b. As noted above, these provisions are not limited to relatives and apply to other covered situations involving actual and potential conflicts of interest.
2. If two current employees become subject to the restrictions of this policy, the District reserves the right to determine whether or not an actual or potential conflict of interest or an effect on supervision, safety, security and/or morale exists. In any case where the District determines, in its sole discretion, that a relationship between two employees may create an actual or potential conflict of interest, or may affect supervision, safety, security or morale, the District may take whatever action it determines to be appropriate to avoid the actual or potential conflict of interest.
3. Any questions regarding this conflict of interest policy should be directed to the Director of Human Resources. If an employee becomes involved in any such actual or potential conflict of interest, he or she must notify his/her supervisor immediately.

**BC. Interview**

An interview will be conducted with the selected applicants by a department representative, a representative of the Human Resources Department, and at least one other individual from within the District and/or from an external agency.

The department representative is responsible to work with Human Resources to prepare a list of job-related questions that will be asked during the interview. Each applicant will be asked the same general questions to ensure a fair and accurate evaluation of applicants interviewed.

~~C.~~ **Hiring Process**

**D. Reference Checks and Verification of Education and Work History**

**1. Reference Checks**

After obtaining any required authorization, the Human Resources Department or the hiring Department will contact any professional references identified by the applicant.

2. Work History Verification

A work history investigation will be conducted by the Human Resources Department or the investigative firm conducting the background check for all applicants being considered for employment. Information concerning the last three positions held or 10 years will generally be obtained. Falsification of work history will generally be grounds for immediate termination or withdrawal of an employment offer.

3. Educational History Verification

Educational history information based on the education requirements of the job will be verified for all candidates being considered for employment by the Human Resources Department or the investigative firm conducting the background checks. Falsification of school history will generally be grounds for immediate termination or withdrawal of the employment offer.

E. Offers of Employment and Related Procedures

Once a selection has been made from the applicants interviewed for an open position at the District, the process continues with the top candidate(s).

1. Background Investigations

~~A thorough background investigation will be conducted for the top candidate(s). This investigation may include a Consumer Credit Report and/or Investigative Consumer Report as well as contacting of professional references. Applicant(s) will be notified of this requirement, and will be required to provide background information and authorization to conduct the investigation and contact references. These investigations will be conducted for all position categories.~~

2. Department/District Approval to Hire (Worksheet)

~~A New Hire Change of Status Worksheet must be completed and approved through the Executive Director of the hiring department prior to an offer being extended to any applicant. All completed Change of Status Forms are forwarded to the Human Resources Department. The Director of Human Resources is responsible for approving all offers of employment. In some instances, the General Manger's approval may also be required.~~

3-1. Conditional Offer of Employment

Offers of employment are generally made verbally by an authorized representative of the Human Resources Department. Under no circumstances are offers of employment to be made by any other representative of the District without the consent and knowledge of the Director of Human Resources. Human Resources is responsible for approving all offers of employment. In some instances, and in the General Manager's approval may also be required. In the event such offers are made without such the required consent or knowledge, they are not

binding. After an offer of employment is made, employment is contingent upon successfully completing the following criteria.

a) Background Screening and Conviction

History

An offer will be conditioned on a requirement that the applicant be undergo a background check (including a Consumer Credit Report and/or Investigative Consumer Report, where applicable) prior to beginning employment. Candidates may also be required to provide their driver's license number so that a Department of Motor Vehicle report can be obtained. The applicant will be notified of any applicable requirements, and will be required to provide background information and authorization to conduct an investigation. These investigations will be conducted for position categories where permitted by, and in accordance with, applicable state and federal laws.

- i) If the background screening discloses a previous criminal conviction, the Human Resources Director will conduct an individualized assessment, taking into account a number of factors in determining whether to disqualify the applicant and rescind the conditional offer of employment. Such factors may include the nature of the position, nature of the conviction, length of time since conviction and completion of any resulting incarceration or probation.
- ii) The Human Resources Director will then make a preliminary determination based on the results of the individualized assessment. If that preliminary determination is to disqualify an applicant based on conviction history, the Human Resources Director will issue a written notice of intent to the applicant, identifying the conviction at issue, including a copy of the conviction history report (if any), and advising of the applicant's right to respond within five business days to challenge the accuracy of the conviction history report and provide evidence of any mitigating circumstances. An applicant who notifies the Human Resources Director of efforts to obtain evidence disputing the conviction history information or report will receive an additional ten business days to respond.
- iii) After considering any information provided by the applicant, the Human Resources Director will make a final decision regarding disqualification. If the final decision is to disqualify the applicant based on conviction history, the Human Resources Director will provide written notice to the applicant of the decision and of the applicant's right to file a complaint with the California Department of Fair Employment and Housing.

a

**b) Physical Examination**

i) The final candidate(s) for the open position after completion of the background and conviction history screening process will be required to complete a physical examination to assess the candidate's ability to perform the essential functions of the job, with or without reasonable accommodation. The cost for the applicant's physical will be paid by the District. The candidates must successfully complete the physical examination to be considered for employment.

~~bii)~~ Drug/Alcohol Screening – Safety Sensitive Positions

The District is committed to providing a safe, efficient and productive work place. To achieve this objective, the District desires to prevent drug or alcohol use from adversely affecting the work place. Accordingly, candidates for safety sensitive positions with the District are also required to satisfactorily take and pass a drug and alcohol screening examination prior to beginning employment. The screening will be performed at the District's expense in conjunction with the physical examination.

~~iii)~~ Medical authorization for work will be kept confidential. Such documentation will be kept in the employee's confidential medical file.

**c) Verification of Lawful Work Status Under Immigration Rules**

The District is required by the federal immigration laws to verify the identity and legal ability to work of all individuals before they can be hired. In keeping with this obligation, documentation that shows each person's identity and legal authority to work must be inspected. Each employee must also attest to his/her legal authority to work by completing an I-9 Form (available in the Human Resources Department) provided by the federal government. This verification must be completed within three business days after an individual is hired. All offers of employment and continued employment for positions in the United States are contingent on furnishing satisfactory evidence of identity and legal authority to work in the United States.

~~d) Work History Verification~~

~~A work history investigation will be conducted by telephone inquiry or by mail by the Human~~

~~Resources Department or the investigative firm conducting the background check for all applicants being considered for employment. Information concerning the last three positions held or 10 years will generally be obtained. Falsification of work history will generally be grounds for immediate termination or withdrawal of an employment offer.~~

e) ~~Driving Record~~

~~Many positions require the use of a District vehicle and DMV records must meet the established standards of the District. Successful candidates for employment by the District are required to provide their driver's license number to the Human Resources Department so that a Motor Vehicle Report can be obtained.~~

f) ~~Educational History~~

~~Educational history information based on the education requirements of the job will be verified for all candidates being considered for employment by the Human Resources Department or the investigative firm conducting the background checks. Falsification of school history will generally be grounds for immediate termination or withdrawal of the employment offer.~~

**F. Probationary Period**

**1. Conditions of Probation**

All new employees will be subject to a probationary period of 12 months. The probationary period is a period of time during which a new employee's work is closely monitored in order to determine if the employee is suited for the position for which he or she was hired. An employee may be released from District service at any time during the probationary period. Employees who are promoted after the completion of their initial probationary period will ~~be~~ serve a 3 month probationary period in the new position.

**2. Probationary Performance Evaluations**

A Probationary Employee Review will be completed by the employee's direct supervisor and discussed with the employee after completion of 4 months of employment and again after 8 months of employment. A first annual evaluation will be completed at 12 months of employment. A rating of "3" (Meets Requirements) or better on the first annual review will indicate a satisfactory completion of the 12 month probationary review period and attainment of Regular employment status.

**3. Extension of Probation**

a) **Leaves of Absence**

The probationary period will be extended when a probationary employee is on a leave of absence of any kind for more than 14

consecutive calendar days during the probationary period. The probationary period will be extended for the length of time the probationary employee is on a leave of absence.

**b) Extension for Performance Reasons**

Probationary periods may be extended for up to 6 months for performance reasons. The reasons for the extension must be documented on a Probationary Employee Evaluation and approved by the General Manager or their designee and the Director of Human Resources. The total probationary period may not exceed 18 months, excluding periods of leave as described in Section ~~6.D.3.a~~ E.3.a) of this policy.

**c) Notice of Extension**

Probationary employees must be notified in writing if their probationary period will be extended for performance reasons or due to a leave of absence. A probationary employee whose probation has been extended, and who has not since been rejected from probation, will be reviewed at the conclusion of the extended probationary period and will be notified ~~if whether~~ they have successfully completed the probationary period.

**4. Completion of Probation**

Successful completion of the probationary period is not a guarantee of continued employment. Employment with the District is on an at-will basis. Both the employee and the District have the right to terminate the employment at any time, with or without cause or notice. This at-will basis may not be modified, abrogated or altered in any way, except: ~~(1a)~~ in the case of a represented employee, in a memorandum of understanding, collective bargaining agreement, or other memorialization of agreement between the District and the exclusive representative of the employee; or ~~(2b)~~ in the case of an employee without a collective bargaining representative, in a written agreement signed by the General Manager and ratified by the Board of Directors.

**5. Change of Position During Probation**

If a probationary employee changes positions during the probationary period, as provided for in Section ~~4-I.D.~~ 4-I.D. of this policy, the probationary period for the new position shall be the greater of the remainder of the initial probationary period or the three month probationary period applied to all position changes ~~(see Section 6.D.1. of this policy).~~

**F. Orientation Procedures**

The District has established an orientation program to help new employees make a satisfactory adjustment to their new work environment. The Human

## POLICY NO. 6 – HIRING & ~~TERMINATION~~PROBATION

Resources Department will arrange and conduct an orientation for all newly hired employees. The orientation presentation will include information on the District's policies and procedures, employee benefit information and enrollment, as well as general new employee information.

### ~~7.~~ **Termination**

~~Subject to Paragraph 7.D below with respect to employees who are represented by an association or other exclusive collective bargaining representative, the following policies will apply to termination of employment:~~

#### ~~A.~~ **General Policy**

~~The relationship between the employee and the employer is for an unspecified term and is considered employment at will. Consequently, the employment relationship with any employee can be terminated at will, either by the employee or the District, with or without cause or advance notice. This at will policy is intended to be the final expression of the District's understanding regarding the terms under which employment may be terminated, and it may not be modified, limited, augmented or changed in any way except in writing signed by the General Manager of the District and the employee, or with respect to represented employees, as detailed in Paragraph 7.D below.~~

~~The District maintains a progressive discipline process that may be used to help employees improve their inadequate work performance or to correct problems. The implementation of this progressive discipline process does not change the at will nature of the employment relationship. The District retains the right to discipline, demote, transfer or take other employment action in its sole discretion, with or without cause or notice.~~

~~When an employee leaves employment for any reason, a two week notice is requested. Although such a notice is not required, an employee who is eligible to receive sick leave benefits upon termination will receive such benefits only if two weeks notice is received.~~

~~The Human Resources Department may schedule an exit interview with each employee who leaves the District, and/or provide an exit interview survey form for the employee to complete. Employees who are separating from employment are to return all District furnished uniforms, tools, and equipment, such as I.D. cards, keys, vehicles, manuals, credit/fuel cards and any other District property in their possession or control to their immediate supervisor by the last day worked. Employees are reminded that any work (i.e.; reports, correspondence, software, etc.) or work in progress completed by the employee while employed by the District such as reports, correspondence, software, etc. is the property of the District and should be turned over to the employee's supervisor upon termination.~~

#### ~~B.~~ **Voluntary Termination of Employment**

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~~Each Department Head or Supervisor will immediately inform the Human Resources Department of a voluntary termination and will forward the employee's letter of resignation. If no letter of resignation is provided, the Supervisor will request a Voluntary Resignation Form be completed by the employee.~~

~~Once notification of a termination has been received, the Human Resources Department will generate a termination Change of Status form and will route it to the appropriate Executive Director, Director, Manager, or Supervisor for approval.~~

~~C. **Involuntary Termination of Employment**~~

~~The Human Resources Department must be involved in all instances of involuntary termination of employment in advance of the termination action.~~

~~An employee may be placed on a paid administrative leave if necessary while a disciplinary investigation is being conducted. In such cases, the employee will be notified in writing of the reasons for and/or events leading to the District's decision for this action.~~

~~As with a voluntary termination, the employee is required to return all District property including keys, vehicles, uniforms, I.D. card, tools, equipment, District manuals, software, reports, and/or correspondence.~~

~~D. **Represented Employees**~~

~~In the case of employees represented by an association or other exclusive collective bargaining representative, the grounds for discipline and termination, as well as grievance, appeal and dispute resolution rights relating to any such discipline or termination, may be set forth in a memorandum of understanding or other written agreement between the District and the collective bargaining representative. To the extent that such agreement adds to, modifies, or differs in any way from this policy, the agreement will govern.~~

Adopted by IRWD Board of Directors on: March 14, 2016



IRVINE RANCH WATER DISTRICT

PERSONNEL POLICIES AND PROCEDURES

POLICY NO. 8 – SALARY – COMPENSATION, HOURS OF WORK, AND OVERTIME

I. GENERAL POLICY

1. General Policy

A. The District is committed to maintaining compensation rates that are competitive in the community and our industry. The Schedule of Classifications and Salary Rate Ranges (~~Salary Grade Schedule~~ available at s:\Human Resources\Compensation) of the District, as adopted from time to time by Resolution of the Board of Directors, sets forth the range of compensation for each position.

~~In order to arrive at an optimum salary program, the following criteria is considered:~~

~~A. Appropriateness:~~

~~The salary for each position should be based upon what pertains and is generally appropriate in similar situations in this same employment market area, in the same general time frame.~~

~~B. Consistency:~~

~~Both employee and the District should have assurance that the wage scale as approved represents a consistent representation of job duties and wages.~~

~~C. Predictability:~~

~~The Salary Grade Schedule ordinarily will allow employees to predict a wage base for each position.~~

~~D. Understandable:~~

~~The Salary Grade Schedule and the basis for various rate and position structure pertinent to wages should be easily understood.~~

~~E. Flexibility:~~

~~The program should be broad enough and allow enough flexibility in range as to be useful for the longest possible period of time.~~

~~F. Simplicity:~~

~~The program, and the inclusion of the above elements, must be structured in such a manner as to facilitate ease and simplicity in communication.~~

The District reserves the right to hire an employee below the classification they are applying for if the individual does not meet the requirements of the applied for position. The hiring classification will be considered a "trainee" position. At the District's discretion, an employee will be reclassified into the actual position they applied for when requirements are met.

2. ~~Wages and Hours~~

- B. It is the intent of the District to comply with all applicable State and Federal wage and hour laws, ~~as applied to Special Districts.~~
- C. The Human Resources Department will interpret policy and assure compliance with this policy.
- D. The Payroll Department performs the mechanics of payroll computation, which includes the calculation of benefits, standby pay, and overtime compensation.

II. WORK SCHEDULE, WORK WEEK, AND ATTENDANCE

3. ~~Basic Employee A. Office Hours and Work Week Schedules~~

~~The standard "work week" at the District is a period of seven consecutive 24 hour periods beginning at noon on Friday and ending at noon the following Friday. The General Manager must approve in writing any work schedule other than the standard work week or the 44/36 work plan. For employees working a 44/36 schedule with a scheduled day off other than Friday, the workweek will begin at noon on their normally scheduled day off.~~

~~Employees who work the standard scheduled workweek will generally work from 8:00 a.m. to 5:00 p.m. Monday through Friday of each workweek. Exceptions to this standard schedule of work hours must be approved by the appropriate Department Head.~~

4. ~~44/36 Work Plan~~

~~The 44/36 work plan was established to implement and administer a flexible work week, and it applies to most regular and temporary full-time, as well as regular part-time employees. Department Heads will ensure compliance with this policy, however, it will be left to their discretion to identify those positions that may not be eligible to participate in the flexible workweek. For these identified positions, the standard scheduled workweek will apply.~~

~~A. Hours~~

- 1. Headquarters Facility: Official office hours at the Headquarters facility are 7:30 8:00 a.m. to 5:00 p.m., Monday through Thursday. Friday hours are 8:00 a.m. to 5:00 p.m. The Headquarters facility will be closed every other Friday other than a small number of Customer Service staff who will be available for customer service issues. Official office hours at the Michelson facility are 6:30 a.m. to 4:00 p.m., Monday through Thursday. Friday hours are 6:30 a.m. to 3:00 p.m. Friday.

a. 9/80 Work Schedules

- i. Most Headquarters employees are generally assigned to a 9/80 work schedule in which employees work four consecutive 9-hour shifts each week, with one additional 8-hour shift worked every other workweek (the "Flex Day.")
- ii. The workweek for employees assigned to a 9/80 schedule is defined as seven consecutive 24 hour periods beginning 4 hours into their Flex Day and ending 3 hours and 59 minutes into their

usual scheduled day off. For example, for employees working a 9/80 schedule with a Friday Flex Day, the workweek will begin at noon on their normally scheduled Friday off, and end at 11:59 a.m. the following week on the Friday Flex Day.

~~B. Flexible Work Plan~~

~~The 44/36 hour work plan redistributes the eighty hours normally worked during a two calendar week period to allow employees to work nine days instead of ten during the two week period. This allows employees to be off work one additional day every other week.~~

~~For departments working at half staff every Friday, each Department Head is responsible for the division of the Department into two working groups. This division should include Employees, Supervisors, Managers and Directors. Employees should be matched with "like" employees comparing "like" duties and responsibilities. The two resulting groups should be "paired" as closely as possible to allow for adequate coverage on Fridays when all Departments participating in the program will be working with half staffs<sup>iii</sup>.~~

~~Department Heads are authorized to assign personnel between 6:30 a.m. and 5:30 p.m. with variable length lunch hours. At a minimum, a skeleton crew must be on duty to cover all office hours.~~

~~C. Overtime~~

~~Overtime pay will be paid to any non-exempt employee working in excess of the scheduled hours. For example, any employee working in excess of 9 hours on Monday through Thursday or in excess of 8 hours on his or her scheduled Friday to work will receive overtime pay.~~

~~Although the District is exempt from the Industrial Welfare Commission Order regarding payment of overtime for any hours in one week, to avoid any conflict or confusion, the work week will begin each Friday at noon, and end the following Friday at noon, thus creating two 40-hour work weeks. For employees working a 44/36 schedule with a scheduled day off other than Friday, the workweek will begin at noon on their normally scheduled day off.~~

~~D. Compensatory Time Off~~

~~Exempt Employees: Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of extra hours of work. The District does not maintain any compensatory time off plan or arrangement. Neither extra compensation nor compensatory time off will, under any circumstances, be owed or payable to an exempt employee upon separation from the District's employ for any reason.~~

~~Non-Exempt Employees: Non-exempt employees are entitled to overtime pay whenever they perform overtime work. The District does not permit employees to~~

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~~take time off in lieu of receiving overtime pay. Accordingly, employees should not request the opportunity to make up time for time missed if the make up time will result in overtime work. Any time off that is scheduled or approved by an employee's supervisor and is not covered by sick or vacation time will be time without pay. See Policy 16 for information on Sick Leave Usage and Policy 18 for information on Vacation Time.~~

**5. Michelson Operations Center Hours**

**b. 5/40 Work Schedules**

- i. Some employees are assigned to a work schedule in which employees work Monday through Friday from 8:00 a.m. to 4:00 p.m.**
- ii. The workweek for employees assigned to a 5/40 schedule is defined as seven consecutive 24 hour periods beginning at midnight on Sunday and ending at 11:59 p.m. the following Sunday.**

- 2. Michelson Facility and Los Alisos Reclamation Plant (LAWRP): Because of the unique requirements of the seven-day/week operation of the District's treatment plant, the work schedule and/or shifts of treatment plant personnel shall be established from time to time per week operations of the District's facilities, the workweek and work schedules of Operations staff will be established, and may be revised from time to time, by the General Manager in consultation with the management staff responsible for operations.**

**6. Sick leave**

~~Employees will accumulate sick time at the rate of 96 hours per year. Sick hours will be charged according to the number of hours scheduled to work the day the employee is ill. The employee will only be charged the actual number of hours taken as sick should he or she leave work during the scheduled work day. (See Policy 16 Sick Leave)~~

**7. Vacation**

~~Employees will accrue vacation hours according to their years of service with the District. As with sick hours, vacation hours will be charged according to the number of hours the employee is scheduled to work on that day. (See Policy 18 Vacation)~~

**8. Holidays**

~~When an assigned holiday falls on a scheduled workday, the employee will be automatically credited with the number of regular hours the employee was scheduled to work that day. (See Policy No. 22 Holidays).~~

~~Note: Temporary employees will not be credited with vacation time, but will receive time off for the number of hours they would have been scheduled to work that day.~~

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Any vacation leave derived from a holiday credit is vested from the first day of employment.

**9. Salary Administration**

**a. 4/10 Work Schedules**

- i. Employees are generally assigned to a 4/10 work schedule in which employees work four consecutive 10-hour shifts each week.
- ii. The workweek for employees assigned to a 4/10 schedule is defined as seven consecutive 24 hour periods beginning at midnight on Sunday and ending at 11:59 p.m. the following Sunday.

**b. 9/80 Work Schedules**

- i. Some employees are assigned to a 9/80 work schedule in which employees work four consecutive 9-hour shifts each week, with one additional 8-hour Flex Day worked every other workweek.
- ii. The workweek for employees assigned to a 9/80 schedule is defined as seven consecutive 24 hour periods beginning 4 hours into their Flex Day and ending 3 hours and 59 minutes into their usual scheduled day off.

3. **Changes to Work Schedules** Employees may request, or may be required, to work a different daily schedule or workweek, in keeping with their classifications and job responsibilities. Exceptions to the standard daily schedule of work hours are subject to advance, written approval, by the appropriate Department Head, in consultation with Human Resources.

**B. Punctuality and Attendance**

1. Employees must be in attendance on time at their work station or location in accordance with District policies, Department policies, or labor agreements regarding hours of work, holidays, and leaves.
2. Employees must make every effort to schedule personal appointments outside their working hours.
3. Employee adherence to policies or other standards governing attendance, procedures governing use of leaves of absence, and tardiness will be reviewed and evaluated during the employee's annual performance evaluation.

**C. Unauthorized Absence/Job Abandonment**

1. When an employee has been absent without authorization from work for more than three consecutive workdays, and in the opinion of the Department Head the employee has abandoned his/her position, the Department Head must notify Human Resources.
2. Human Resources will notify the employee that the District has determined he/she has abandoned his/her position and that the employee has five working days upon receipt of the notice to contact the District regarding his/her intent to return to

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work. The notice will also advise the employee that failure to contact the District within the five-day period will be deemed an automatic resignation effective on the sixth day. Such notice will be in writing and sent by certified mail or personal service to the last address listed in the employee's personnel records.

**3. Job abandonment may include, but is not limited to:**

- a. An employee's failure to return to his/her employment upon conclusion of any authorized leave of absence without requesting, and submitting medical certification in support of, additional time off work;
- b. An employee's failure to provide proper notice by telephone or in writing to his/her supervisor regarding absence due to sickness or injury, except as provided in Policy 19, regarding unforeseeable pregnancy disability or family care or medical leave;
- c. An employee's failure to report for work without first obtaining approval to take a paid or unpaid leave of absence in accordance with these Policies or applicable Memorandum of Understanding;
- d. An employee's failure to keep Human Resources reasonably apprised of disability status for which the employee is off work or failure to respond to inquiries from the District regarding disability status or intent to return to work, whether or not subject to medical restrictions.

**4. If an employee fails to respond within five working days to the notice of abandonment of position, the employee may be considered to have abandoned his/her position of employment with the District. Abandonment of position constitutes an automatic resignation from District service.**

**III. SALARY AND OTHER COMPENSATION**

**A. Salary Administration:** The District has adopted a salary administration policy for the compensation of employees and to specify the conditions for increasing employees' salaries.

**A1.** The Human Resources Department is responsible for the maintenance of job classifications, salary ranges, salary surveys, and administration of the salary program.

~~**B.** Supervisors and Managers are responsible for administering the salaries of their employees within the guidelines set forth in this policy.~~

**E2.** All salary changes must be approved by the General Manager.

**DB. Salary Ranges**

Each position is assigned a salary grade and each salary grade is assigned a minimum and a maximum salary range. An exceptional "Fifth Quartile" range

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has been created for ~~exceptionally rated employees~~ rated as exceptional in connection with their most recent performance evaluation.

**EC. Hiring Rate**

The normal hiring rate will be within the first quartile of the established position's salary range. Offers of employment above the second quartile require prior approval of the Director of Human Resources and the General Manager.

~~The salary paid to temporary and regular part-time employees will comprise the total compensation. Temporary employees are not eligible to participate in any benefit program, with the exception of pro-rated holiday pay and workers' compensation. However, regular part-time employees will receive pro-rated vacation pay in addition to pro-rated holiday pay and workers' compensation. Some temporary and regular part-time employees may be eligible for medical benefits. (See Policy No. 7 Temporary Employees).~~

~~Should the employee's status change from part-time and/or full-time temporary to part-time and/or full-time regular, the employee will be eligible for all applicable District benefits. However, hire date, sick leave and vacation accrual will not be retroactive to the date of original hire.~~

**F. D. Merit Increases**

1. Merit increases are granted in proportionate relation to an employee's demonstrated job performance. Supervisors shall establish performance standards expectations and communicate these requirements expectations to each of their subordinates direct reports. In addition, Supervisors shall confer with each employee concerning performance according to District policy. (See Policy No. 10 - Employee Performance Review).

1) **Merit Guidelines:**

~~The amount of each merit increase will be determined by the performance of the employees as documented on his "Performance Review" form (See Policy No. 10 Employee Performance Review). The performance criteria are as follows:~~

a) **Performance Ratings:**

- ~~• Exceptional~~
- ~~• Exceeds Requirements~~
- ~~• Meets Requirements~~
- ~~• Needs Improvement~~
- ~~• Unsatisfactory~~

b) **Definition of Performance Ratings**

~~**Exceptional:** Performance far exceeds expectations for acceptable performance of the individual. It represents a unique level of performance and contribution to the organization.~~

**Exceeds Requirements:** Performance is consistently above expectations established for the individual. It represents a high level of proficiency in all job requirements.

**Meets Requirements:** Performance is generally acceptable and satisfactory and meets expectations established of the individual. It represents the level expected of an experienced, qualified employee.

**Needs Improvement:** Performance is often below expectations established for the individual. It represents deficiency in at least some job requirements.

**Unsatisfactory:** Performance is well under minimum expectations established for the individual. It represents unacceptable performance.

2) **Merit Increase and Change of Status Procedure**

2. The Supervisor recommending a merit increase, promotion, transfer or other change in status of performance rating for an employee shall provide input to their Department Head/Executive Director, who will provide the information to Human Resources, prepare the appropriate paperwork. A Change of Status worksheet (available at s:\Human Resources\Forms\COS Worksheets.xls) is used for promotions or transfers. Annual merit increase worksheets are sent from the Human Resources Department to each Department Head the month prior to an employee's anniversary date through the on-line system. Department Heads shall submit their recommendation of Human Resources will use the Merit Increase Table to determine the merit increase amount on these on-line forms. The system will automatically calculate the merit increase based on the employee's performance rating and quartile placement. Any recommended performance rating at the 5- or 5 level requires review and approval of the General Manager. The approved merit increase table can be found at s:\Human Resources\Compensation\Merit Increase Table.xls. The Director of Human Resources must approve the recommended merit increase amount to ensure compliance with this salary administration policy. The approved change of status form will be returned to the Department Head for presentation to the employee. Only then shall the change of status or salary be discussed with the employee.

3)E. **Salary upon Promotion**

A promotion is the assignment of an employee to a different position classified in a higher salary grade.

a) **Amount of Promotional Salary Increase**

The increase to salary granted at the time of promotion shall be calculated using the promotion formula Promotional Increase Guidelines established by the General Manager as a guide. The formula will generally be followed except in those instances where a higher increase is required to bring the employee's salary to at least the minimum of the new salary grade or an adjusted increase amount is



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appropriate to achieve internal equity within a department. ~~The promotion formula is available at s:\Human Resources\Compensation\Promotion Formula.xls.~~

~~4) Transfers~~

**F. Salary upon Transfer**

~~A transfer is the assignment of an individual from one department to another department within the District.~~ Generally, transfers will not be accompanied by a salary increase unless an employee had been scheduled to receive a merit increase at the time of transfer.

**G. Salary upon Demotion**

~~An employee who is demoted to a position in a class with a lower salary range will have his/her salary reduced as follows:~~

- ~~1. Following a disciplinary demotion, the employee's salary will be reduced to the same salary step in the range for the lower class.~~
- ~~2. Following a voluntary demotion, the General Manager has discretion whether to Y-rate the employee's salary or reduce the employee's salary to the same salary step in the range for the lower class.~~

~~5) Premium-H. Acting Pay~~

- ~~1. From time to time an employee may be requested by his/her Executive Director to act in the capacity of a higher level position for an extended period on a job assignment which is clearly outside the normal job responsibilities of his/her position. In these instances, the General Manager is authorized to approve temporary monthly salary adjustments or "premium-acting pay" to compensate the employee during such assignments. Approval by the General Manager must be received prior to the pay period during which premium-acting pay will be paid. Payment of the temporary premium-acting pay, less withholdings as required by law, will be added to the employee's pay during the normal payroll processing.~~

**IRVINE RANCH WATER DISTRICT**

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**POLICY NO. 9 – OVERTIME PAY**

- ~~a. Acting pay is a higher level assignment made necessary by a vacancy, extended leave of absence, or other significant needs of the District Service. Acting pay is not to be granted in the case of normal vacation or other short term leave circumstances. In accordance with CalPERS requirements, (Government Code 20480) an acting assignment made to a vacant position in active recruitment, will not exceed a total of 960 hours in each fiscal year.~~
- ~~b. The General Manager may approve retroactive acting pay in his/her sole discretion.~~

**POLICY NO. 8. SALARY—COMPENSATION, HOURS OF WORK, AND OVERTIME**

2. Acting pay of up to 10% above the employee's' base rate of pay will be the standard for compensating employees who take on acting assignments or job duties beyond and/or in addition to their normally assigned job responsibilities.
  - a. An exception may be considered for a higher amount of acting pay in situations where the employee's current rate of pay is more than 10% below the bottom of the range they are acting in or if they are taking on considerable extra assignments, as determined by their Department Director and/or Executive Director. In no case will acting pay exceed the Maximum of the pay range of the acting classification.
  - b. When determining the amount of acting pay to be granted, care should be given to not provide a rate of acting pay that would result in a *pay reduction* per the Promotional Increase Guidelines in the case of a promotion.

**IV. HOURS WORKED AND OVERTIME**

**1.A. In General Policy**

~~Employees may occasionally be asked to work beyond their normally scheduled hours. When this occurs, supervisors should attempt to provide as much advance notice as possible, however, such advance notice is not always possible. Non-exempt employees who are required or permitted to work overtime will receive overtime pay in accordance with the requirements of the Fair Labor Standards Act, state laws, and the District's compensation policies as follows:~~

- ~~A. All employees who are classified as "non-exempt employees" as defined under the Fair Labor Standards Act, will be eligible for overtime pay. All employees within District Salary Grades I—XXXV (1.N—35.N) are "non-exempt" employees.~~
- ~~B. Overtime is defined as that time spent on the job in excess of 40 hours in a workweek.~~
- ~~C. Overtime will be computed at one and one-half (1-1/2) times the employee's straight time hourly rate. Employees shall also be paid one and one-half (1-1/2) times their straight time hourly rate for time worked on a District-approved holiday in addition to their normally scheduled hours of holiday pay.~~
- ~~D. An employee must obtain his/her supervisor's approval prior to working overtime.~~
- ~~E. Under no circumstances will the District pay overtime to an employee on any day that the employee has used sick or vacation hours, except in the case of an after hours emergency response or callout.~~
- ~~F. All employees who are classified as "exempt employees" as defined under the Fair Labor Standards Act and California law and are within the District's Salary Grades 1—34 (1.E—34.E), will not receive overtime compensation.~~

**POLICY NO. 8. ~~SALARY~~ COMPENSATION, HOURS OF WORK, AND OVERTIME**

1. Time taken as paid leave, including but not limited to, holidays, vacations, sick leave, and other similar periods when no work is performed will constitute "hours worked" for purposes of weekly overtime calculation.
2. Non-exempt employees will be compensated for travel time, attendance at training or meetings, and other similar time where required under applicable state and federal wage and hour laws.

**B. Meal Periods**

**1. Standard**

- a. Non-exempt employees are entitled to unpaid meal periods during which they will be entirely relieved of responsibilities and restrictions. Such time will not constitute hours worked.
- b. Supervisors will schedule meal periods to ensure appropriate coverage. Non-exempt employees who work during their meal periods will be paid for time worked. Working through meal periods without advance approval is grounds for employee discipline, up to and including termination.

**2. Overtime Meals**

- A.a. Employees working greater than 2 hours unplanned overtime immediately after their scheduled workday or working 4 hours unplanned overtime are provided a meal allowance. Unplanned overtime is overtime that is required with less than twenty-four hours advance notice. An additional meal allowance is granted at 6-hour intervals after the first allowance. ~~The amount of the meal allowance is established at the discretion of the General Manager.~~
- B.b. Working conditions govern the actual time of eating the meal. ~~Supervisor shall~~ Supervisors will make every attempt to provide an opportunity for employees working overtime to have time to eat a meal ~~within a reasonable time of when the meal is due.~~
- C.c. Employees qualifying for a meal allowance under this Policy will be reimbursed for their expenses on the following business day upon presentation of an expense receipt accompanied by a completed petty cash receipt with the appropriate signatures.
- D.d. The amount of the meal allowance is established at the discretion of the General Manager. Reimbursement will be made only for meal-meals actually purchased ~~and eaten.~~

**C. Rest Periods**

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1. Non-exempt employees are entitled to two, 10-minute, paid rest periods during each workday. Such time constitutes hours worked.
2. Non-exempt employees are not permitted to combine rest period time with meal period time.
3. Supervisors will schedule rest periods to ensure appropriate coverage.

**D. Work Performed Outside Regular Shift or Schedule.**

1. Non-exempt employees are not permitted to work outside of their regularly scheduled shifts except as authorized or directed by their supervisor, or in the event of an emergency.
2. Working outside the regularly scheduled shift without advance approval may result in employee discipline, up to and including termination.
3. This requirement applies to, but is not limited to, the following work by non-exempt employees:
  - a. Work performed before the start of the shift;
  - b. Work performed during meal periods;
  - c. Work performed after the end of the shift; and
  - d. Other work performed "off the clock" including work performed at home.
4. All employees must take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts. Where required, time spent on such work must be kept to a minimum.
5. Employees may occasionally be asked to work beyond their normally scheduled hours. When this occurs, supervisors should attempt to provide as much advance notice as possible, however, such advance notice is not always possible. Non-exempt employees who are required or permitted to work overtime will receive overtime pay in accordance with the requirements of the Fair Labor Standards Act, state laws, and the District's compensation policies.
  - a. When practicable, such opportunities will be made available on an equal basis to all full-time employees capable of performing the work.
  - b. All employees who are scheduled to work outside of their regularly scheduled shift are required to work the assigned hours, unless otherwise excused by their supervisor.

3. **E. Compensation for Overtime ~~Mileage~~Hours Worked**

**POLICY NO. 8. SALARY COMPENSATION, HOURS OF WORK, AND OVERTIME**

1. Non-exempt employees will be compensated at an overtime rate for hours worked in excess of 40 hours in their designated workweek, or for hours worked in one day in excess of a non-exempt employee's regular schedule.

2. Overtime will be computed at one and one-half (1-1/2) times the employee's regular rate of pay. Employees shall also be paid one and one-half (1-1/2) times their regular rate for time worked on a District-approved holiday in addition to their normally scheduled hours of holiday pay.

3. Under no circumstances will the District pay overtime to an employee on any day that the employee has used sick or vacation hours, except in the case of an after hours emergency response or callout.

4. The District will reimburse employees for mileage when they are required to drive their personal vehicle to work overtime on any scheduled day off. This overtime can be for an emergency callout or scheduled work.

45. The District does not permit employees the option to accrue or use compensatory time off in lieu of receiving pay overtime pay. Accordingly, employees should not request the opportunity to make up time for time missed if the make-up time will result in overtime work.

**F. Standby and Call-Out Pay Policy**

A1. Because of emergencies and nature of the services provided by the District, it is necessary to utilize "stand-by" or "call-out" personnel from time to time. Department managers are responsible for setting forth authority, regulations and procedures relative to this type of overtime.

B2. Minimum paid time for call-out shall be two (2) hours. Standby compensation pay will be 3/4 of an hour overtime pay for every 8-hour period of non-business hours the employee is on call. Based upon a normal one week standby duty rotation, this equates to a total of 12 hours overtime pay an entire week.

C3. Under no circumstance will the District pay standby to an employee on any day in which the employee does not report to work due to his/her own illness or injury or leaves work early due to his/her own injury or illness.

D. ~~The Standby Pay Policy will be reviewed periodically and changes approved by the General Manager, when necessary. The most current Standby Pay Policy is available through the Human Resources Department.~~

**G. Safety Hours Policy**

A. The District will provide paid Safety Hours in addition to overtime pay according to the details outlined in AWP 6  
(s:\Safety\SWPManual\AWP\_6.doc). Administrative Work Procedure 6.

**V. TIMEKEEPING AND TIME RECORDS**

**A. In General**

- 1. Time records represent legal documents that are used to accurately record working time to compensate employees properly. As such, employees are required to record their work time for each day designate hours toward any leave time taken.**
- 2. In submitting a timecard, employees are representing that the time and hours recorded accurately and fully reflect all the time worked within the pay period.**

**B. Supervisors' Duty to Monitor** Supervisors are responsible for monitoring employee time including the following:

- 1. Start time for each work day;**
- 2. Start time for each meal period;**
- 3. End time for each meal period;**
- 4. End time for each workday;**
- 5. Whether a meal period is taken (if no meal period is taken it must be recorded as time worked);**
- 6. All actual time taken as paid leave; and**
- 7. Any additional time during which work is performed, including work performed outside the regular shift.**

**C. Submission of Time Cards for Supervisor's Review**

Employees responsible for completing time cards must ensure that the time cards are submitted to their supervisors on the day designated by the District. Supervisors will review and address potential issues in time cards as established in this Policy. Supervisors must approve each time card, thereby attesting to the completion of such review and confirmation that the time recorded reflects all work performed by the employee of which the supervisor was reasonably aware.

**D. Changes or Corrections to Time Cards**

Any changes or corrections to an employee's time card or time record must be initiated by the employee and the employee's supervisor.

E. Improper Deductions

1. The District prohibits improper deductions from the salaries of exempt employees. The District does not condone deductions that violate applicable state or federal wage and hour laws.
2. An exempt employee who believes that an improper deduction has been made to his/her salary should immediately report this information to Human Resources.
3. The District will promptly investigate reports of improper deductions. If the District determines that an improper deduction has occurred, the employee will be promptly reimbursed for the improperly deducted amount.
4. The District is committed to ensuring that any improper deductions the do occur are corrected immediately upon notice or report.

**Adopted by IRWD Board of Directors on: July 11, 2011**  
**~~Adopted by IRWD Board of Directors on: September 10, 2012~~**

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# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 96 – HIRING AND TERMINATION9 – SEPARATION FROM EMPLOYMENT

#### I. IN GENERAL

A. In the case of employees represented by an association or other exclusive collective bargaining representative, the grounds for discipline and termination, as well as grievance, appeal and dispute resolution rights relating to any such discipline or termination, may be set forth in a memorandum of understanding or other written agreement between the District and the collective bargaining representative. To the extent that such agreement adds to, modifies, or differs in any way from this policy, the agreement will govern.

#### 1. Commitment to Compliance with Federal Laws Prohibiting Employment of Unauthorized Aliens

The District is committed to full compliance with the federal immigration laws. These laws require that all individuals pass an employment verification procedure. This procedure has been established by law and requires that every individual provide satisfactory evidence of his/her identity and legal authority to work in the United States no later than three business days after he/she begins work. Accordingly, all new employees must go through this procedure.

#### 2. Hiring and Employment of Relatives or Individuals with a Residential Relationship/Conflicts of Interest

Relatives of employees and individuals with whom employees reside are not eligible for employment with the District in any situation where potential problems of supervision, safety, security or morale exist. Further, the District desires to avoid situations in which actual or potential conflicts of interest may exist.

For purposes of this policy, relatives include an employee's parent, including in-laws and stepparents, child, including stepchild, brother, sister, including step siblings, brother-in-law and sister-in-law. As noted above, the policy is not limited to relatives and applies to other covered situations involving actual and potential conflicts of interest.

If two employees become subject to the restrictions of this policy after they are hired, the District reserves the right to determine whether or not an actual or potential conflict of interest or an effect on supervision, safety, security and/or morale exists. In any case where the District determines, in its sole discretion, that a relationship between two employees may create an actual or potential conflict of interest, or affect supervision, safety, security or morale, the District may take whatever action it determines to be appropriate to avoid the actual or potential conflict of interest.

Any questions regarding this conflict of interest policy should be directed to the Director of Human Resources. If an employee becomes involved in any such actual or potential conflict of interest, he or she must notify his/her supervisor immediately.

#### 3. Posting Policies

The Human Resources Department of the District is responsible for posting employment opportunities available within the District. Employment opportunities ordinarily will be posted for a minimum of five days via electronic communication methods.



Employees who are interested in posted positions are required to complete an electronic application form via the District's on-line applicant tracking system prior to the posted closing date for the position.

**4. Eligibility for Promotions and Transfers**

The District encourages employees to apply for promotions to positions for which they are qualified. Promotional opportunities are posted via the District's on-line applicant tracking system and announced via email and the District's intranet system.

Employees who have been employed by the District for at least six months and are interested in posted positions are required to complete an electronic application form via the District's on-line applicant tracking system prior to the posted closing date.

Promotions and transfers shall be based on the ability, qualifications, and potential of the candidates for the positions. Employees are not automatically entitled to a promotion or transfer for which they apply. Employees who have been employed with the District less than six months may not qualify for a transfer or promotion to another position if the change is not in the best interest of the District.

**5. Initiation of Hiring Process**

The Human Resources Department of the District is dedicated to employing the most qualified individuals for available positions. Executive Directors, Directors and Managers must keep the Human Resources Department informed of their recruiting and staffing needs. Planning is essential to recruiting, screening and selection of a candidate within the time frame required.

**A. Budgeted Position**

The Department Manager is responsible for determining that an additional employee has been approved in the budget. A job description must be developed and/or reviewed before recruitment can begin.

**B. Position Categories**

In an effort to determine eligibility for various benefits, the following position categories have been established:

**Regular Full-Time Employee:** Hired to work on a regular basis for 40 hours/week. Eligible for all benefits.

**Regular Part Time Employee:** Hired to work on a regular basis for less than 40 hours/week. Eligible for all benefits on a pro-rated basis.

**Temporary Employee:** Hired to work for a limited duration on either a full-time (40 hours/week) or part-time (less than 40 hours/week) basis. Only eligible for holiday pay, workers' compensation benefits and other benefits as defined in Policy No. 7—Temporary Employees.

**Student Intern:** Actively enrolled as a student in an institution of higher learning at either the undergraduate or graduate level. Student Interns work less than 20 hours/week. They are eligible for pro-rated holiday pay and workers' compensation benefits.

**C. Personnel Requisition Form**

In order to initiate the hiring process, a Personnel Requisition Form must be completed (available in Human Resources Department and at s:\Human Resources\Forms\Personnel Req.doc). Once the form has been completed, reviewed and signed by department management, the requisition is routed to the Human Resources Department for processing.

The Personnel Requisition is used to initiate necessary Employment Opportunity postings, newspaper advertisements, and to update the District's employee turnover report to the Board of Directors.

**6. Selection, Interview and Hiring Process**

**A. Selection**

Applications are reviewed by a Human Resources representative to determine those that meet the minimum qualifications of the job. The applications of all candidates who meet the minimum qualifications for an open position at the District will be forwarded to the appropriate Department by the Human Resources Department via the District's electronic applicant tracking system. Each department is responsible to provide information to the Human Resources Department regarding those applicants with whom the department wishes to invite for an interview.

In-house applicants (employees of the District) may also apply for open position via the District's applicant tracking system (see Sections 3. and 4... of this policy). All internal applicants are given the same consideration as external applicants, based on their qualifications and the requirements of the job.

**B. Interview**

An interview will be conducted with the selected applicants by a department representative, a representative of the Human Resources Department, and at least one other individual from within the District and/or from an external agency.

The department representative is responsible to work with Human Resources to prepare a list of job-related questions that will be asked during the interview. Each applicant will be asked the same general questions to ensure a fair and accurate evaluation of applicants interviewed.

**C. Hiring Process**

Once a selection has been made from the applicants interviewed for an open position at the District, the process continues with the top candidate(s):

**1. Background Investigations**

A thorough background investigation will be conducted for the top candidate(s). This investigation may include a Consumer Credit Report and/or Investigative Consumer Report as well as contacting of professional references. Applicant(s) will be notified of this requirement, and will be required to provide background information and authorization to conduct the investigation and contact references. These investigations will be conducted for all position categories.

**2. Department/District Approval to Hire (Worksheet)**

A New Hire Change of Status Worksheet must be completed and approved through the Executive Director of the hiring department prior to an offer being extended to any applicant. All completed Change of Status Forms are forwarded to the Human Resources Department. The Director of Human Resources is responsible for approving all offers of employment. In some instances, the General Manger's approval may also be required.

**3. Offer of Employment**

Offers of employment are generally made verbally by an authorized representative of the Human Resources Department. Under no circumstances are offers of employment to be made by any other representative of the District without the consent and knowledge of the

Director of Human Resources, and in the event such offers are made without such consent or knowledge, they are not binding.

After an offer of employment is made, employment is contingent upon successfully completing the following criteria:

a) **Physical Examination**

The final candidate(s) for the open position will be required to complete a physical examination to assess the candidate's ability to perform the essential functions of the job. The cost for the applicant's physical will be paid by the District. The candidates must successfully complete the physical examination to be considered for employment.

b) **Drug/Alcohol Screening – Safety Sensitive Positions**

The District is committed to providing a safe, efficient and productive work place. To achieve this objective, the District desires to prevent drug or alcohol use from adversely affecting the work place. Accordingly, candidates for safety sensitive positions with the District are required to satisfactorily take and pass a drug and alcohol screening examination prior to beginning employment. The screening will be performed at the District's expense.

c) **Verification of Lawful Work Status**

**Under Immigration Rules**

The District is required by the federal immigration laws to verify the identity and legal ability to work of all individuals before they can be hired. In keeping with this obligation, documentation that shows each person's identity and legal authority to work must be inspected. Each employee must also attest to his/her legal authority to work by completing an I-9 Form (available in the Human Resources Department) provided by the federal government. This verification must be completed within three business days after an individual is hired. All offers of employment and continued employment for positions in the United States are contingent on furnishing satisfactory evidence of identity and legal authority to work in the United States.

d) **Work History Verification**

A work history investigation will be conducted by telephone inquiry or by mail by the Human Resources Department or the investigative firm conducting the background check for all applicants being considered for employment. Information concerning the last three positions held or 10 years will generally be obtained. Falsification of work history will generally be grounds for immediate termination or withdrawal of an employment offer.

e) **Driving Record**

Many positions require the use of a District vehicle and DMV records must meet the established standards of the District. Successful candidates for employment by the District are required to provide their driver's license number to the Human Resources Department so that a Motor Vehicle Report can be obtained.

f) **Educational History**

Educational history information based on the education requirements of the job will be verified for all candidates being considered for employment by the Human Resources Department or the investigative firm conducting the background checks. Falsification of school history will generally be grounds for immediate termination or withdrawal of the employment offer.

D. **Probationary Period**

1. **Conditions of Probation**

All new employees will be subject to a probationary period of 12 months. The probationary period is a period of time during which a new employee's work is closely monitored in order to determine if the employee is suited for the position for which he or she was hired. An employee may be released from District service at any time during the probationary period. Employees who are promoted after the completion of their initial probationary period will be serve a 3 month probationary period in the new position.

2. **Probationary Performance Evaluations**

A Probationary Employee Review will be completed by the employee's direct supervisor and discussed with the employee after completion of 4 months of employment and again after 8 months of employment. A first annual evaluation will be completed at 12 months of employment. A rating of "3" (Meets Requirements) or better on the first annual review will indicate a satisfactory completion of the 12-month probationary review period and attainment of Regular employment status.

3. **Extension of Probation**

a) **Leaves of Absence**

The probationary period will be extended when a probationary employee is on a leave of absence of any kind for more than 14 consecutive calendar days during the probationary period. The probationary period will be extended for the length of time the probationary employee is on a leave of absence.

b) **Extension for Performance Reasons**

Probationary periods may be extended for up to 6 months for performance reasons. The reasons for the extension must be documented on a Probationary Employee Evaluation and approved by the General Manager or their designee and the Director of Human Resources. The total probationary period may not exceed 18 months, excluding periods of leave as described in Section 6.D.3.a) of this policy.

c) **Notice of Extension**

Probationary employees must be notified in writing if their probationary period will be extended for performance reasons or due to a leave of absence. A probationary employee whose probation has been extended will be reviewed at the conclusion of the extended probationary period and will be notified if they have successfully completed the probationary period.

4. **Completion of Probation**

Successful completion of the probationary period is not a guarantee of continued employment. Employment with the District is on an at-will

basis. Both the employee and the District have the right to terminate the employment at any time, with or without cause or notice. This at will basis may not be modified, abrogated or altered in any way, except: (1) in the case of a represented employee, in a memorandum of understanding, collective bargaining agreement, or other memorialization of agreement between the District and the exclusive representative of the employee; or (2) in the case of an employee without a collective bargaining representative, in a written agreement signed by the General Manager and ratified by the Board of Directors.

**5. Change of Position During Probation**

If a probationary employee changes positions during the probationary period, as provided for in Section 4 of this policy, the probationary period for the new position shall be the greater of the remainder of the initial probationary period or the three month probationary period applied to all position changes (see Section 6.D.1. of this policy).

**E. Orientation Procedures**

The District has established an orientation program to help new employees make a satisfactory adjustment to their new work environment. The Human Resources Department will arrange and conduct an orientation for all newly hired employees. The orientation presentation will include information on the District's policies and procedures, employee benefit information and enrollment, as well as general new employee information.

**7. Termination**

Subject to Paragraph 7.D below with respect to employees who are represented by an association or other exclusive collective bargaining representative, the following policies will apply to termination of employment:

**A. General Policy**

**B.** The relationship between the employee and the employer is for an unspecified term and is considered employment at will. Consequently, the employment relationship with any employee can be terminated at will, either by the employee or the District, with or without cause or advance notice. This at will policy is intended to be the final expression of the District's understanding regarding the terms under which employment may be terminated, and it may not be modified, limited, augmented or changed in any way except in writing signed by the General Manager of the District and the employee, or with respect to represented employees, as detailed in Paragraph 7.D below Section I.A., above.

The District maintains a progressive discipline process that may be used to help employees improve their inadequate work performance or to correct problems. The implementation of this progressive discipline process does not change the at will nature of the employment relationship. The District retains the right to discipline, demote, transfer or take other employment action in its sole discretion, with or without cause or notice.

When an employee leaves employment for any reason, a two week notice is requested. Although such a notice is not required, an employee who is eligible to receive sick leave benefits upon termination will receive such benefits only if two weeks notice is received.

**C.** An employee may be placed on a paid administrative leave if necessary while a disciplinary investigation is being conducted. In such cases, the employee

will be notified in writing of the reasons for and/or events leading to the District's decision for this action.

~~The Human Resources Department may schedule an exit interview with each employee who leaves the District, and/or provide an exit interview survey form for the employee to complete~~D. Employees who are separating from employment are to return all District-furnished uniforms, tools, and equipment, such as I.D. cards, keys, vehicles, manuals, software, storage devices, credit/fuel cards ~~and , as well~~ any other District property in their possession or control. Such items must be turned in to their immediate supervisor by on or before the last day worked. Employees are reminded that any work (i.e.; reports, correspondence, software, etc.) or work in progress created, modified, or completed by the employee while they were employed by the District such as reports, correspondence, software, etc. is the property of the District and should be turned over to the employee's supervisor upon termination, along with any associated encryption or password information, upon separation.

~~B.~~ Voluntary Termination of Employment

II. VOLUNTARY SEPARATION

A. When an employee leaves employment for any reason other than involuntary separation, a two-week advance notice to the employee's Supervisor is requested. Although such a notice is not required, an employee who is eligible to receive sick leave benefits upon voluntary separation will receive such benefits only if two weeks' notice is received.

~~Each Department Head or B.~~ The Supervisor will immediately inform the Human Resources Department of a voluntary termination and will forward the employee's letter of resignation. If no letter of resignation written notice. If no written notice is provided, the Supervisor will request that a Voluntary Resignation Form be completed by the employee- and will forward the completed Form to Human Resources.

C. The Human Resources Department may schedule an exit interview with each employee who leaves the District, and/or provide an exit interview survey form for the employee to complete.

III. INVOLUNTARY SEPARATION

A. The District retains the right to discipline, demote, transfer, and separate employees, or take other employment action, in its sole discretion, with or without cause or notice. Although the District maintains a progressive discipline process that may be used to help employees improve their inadequate work performance or to correct problems, the choice, in any instance, to utilize this progressive discipline process does not change the at-will nature of the employment relationship.

~~Once notification of a termination has been received, the Human Resources Department will generate a termination Change of Status form and will route it to~~

POLICY NO. ~~26~~ HIRING & TERMINATION ~~9~~ SEPARATION FROM EMPLOYMENT

~~the appropriate Executive Director, Director, Manager, or Supervisor for approval.~~

~~C.~~ Involuntary Termination of Employment

B. The Human Resources Department must be involved in all instances of notified and consulted in advance of all involuntary termination separations of employment in advance of the termination action.

~~An employee may be placed on a paid administrative leave if necessary while a disciplinary investigation is being conducted. In such cases, the employee will be notified in writing of the reasons for and/or events leading to the District's decision for this action.~~

~~As with a voluntary termination, the employee is required to return all District property including keys, vehicles, uniforms, I.D. card, tools, equipment, District manuals, software, reports, and/or correspondence.~~

~~D.~~ Represented Employees

~~In the case of employees represented by an association or other exclusive collective bargaining representative, the grounds for discipline and termination, as well as grievance, appeal and dispute resolution rights relating to any such discipline or termination, may be set forth in a memorandum of understanding or other written agreement between the District and the collective bargaining representative. To the extent that such agreement adds to, modifies, or differs in any way from this policy, the agreement will govern.~~

Adopted by IRWD Board of Directors on: March 14, 2016

IRVINE RANCH WATER DISTRICT

PERSONNEL POLICIES AND PROCEDURES ~~MANUAL~~

POLICY NO. 16 - SICK LEAVE

~~1. General Policy~~

I. GENERAL POLICY

- A. To minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, and comply with applicable California law, the District provides regular full-time employees ~~with sick leave. Temporary and, regular~~ part-time employees ~~are not eligible for, and temporary part-time employees with~~ sick leave benefits in accordance with the terms set forth in this Policy.
- B. The District reserves the right to require a satisfactory statement of a licensed physician whenever an employee misses work due to an illness, injury or disability. The employee may be asked to provide a physician's statement that verifies the nature of an illness, injury or disability, its beginning and ending dates, and/or the employee's ability to return to work without endangering his/her own safety or the safety of others. ~~When requested, such verifications and releases may be a condition to receiving sick leave benefits or returning to work.~~ Although a physician's statement normally will not be requested for absences of less than three working days, the District may request such a statement in situations where it determines it is warranted.

~~2. Accrual~~

- C. All employees are eligible to accrue and use paid sick leave in accordance with the applicable terms of this Policy.

II. ACCRUAL

- A. Regular Employees: Each regular ~~full-time~~ employee will accrue sick leave hours at the rate of 96 hours per year; ~~8-3.69~~ hours per ~~month of employment pay period, pro-rated based on a 40-hour weekly schedule.~~ This accrual begins with the first day of employment, and is available for use as soon as hours are accrued. An employee will be allowed to accrue an unlimited number of sick leave hours; ~~however, payment of sick leave benefits upon termination of employment, pursuant to paragraph 9 of this policy is limited to a maximum total of 50 percent (50%) of 960 hours of unused accrued sick leave.~~
- B. Temporary Employees: Each temporary employee will accrue sick leave at the rate of 1 hour for every 30 hours worked, ~~to a maximum of 48 hours (or the equivalent of six of the employee's usual work shifts, whichever is greater).~~ This accrual begins with the first day of employment, and is available for use as soon as hours are accrued, following completion of a 30-day eligibility period for new hires. A temporary employee may use up to 24 hours of sick leave (or the equivalent of three of the employee's usual work shifts, whichever is greater) per year of employment, calendar year or 12-month period, as determined by the



**POLICY NO. 16 – SICK LEAVE**

District. Accrued sick leave, up to 48 hours (or the equivalent of six of the employee's usual work shifts, whichever is greater) may carry over to the following year of employment, calendar year or 12-month period as determined by the District. In no circumstance may a temporary employees' total accrual of sick leave exceed 48 hours (or the equivalent of six of the employee's usual work shifts, whichever is greater).

In the event that any paid District holiday occurs during a period when an employee is on paid sick leave, the holiday will not be charged against the employee's accumulated sick leave. (The only hours that will be charged against an employee's accumulated sick leave will be those hours that the employee is regularly scheduled to work.)

**3. Holiday Pay During C. Sick Leave Accrual during Leaves**

**4. Pregnancy/Maternity Leave of Absence**

The use of unused accumulated sick leave hours is allowed for pregnancy related illness or disability, just as it is for other illness (See Section 5 on next page and Family Care Leave under Policy No. 19 – Leave of Absence).

**5. Disability/Medical/Workers' Compensation Leave of Absence**

When an employee becomes eligible for disability benefits from the State of California Employment Development Department, or workers' compensation benefits from the State Compensation Insurance Fund, the employee may use accumulated sick leave hours to supplement these payments. Accrued sick leave benefits will be used to supplement State Disability or Workers' Compensation benefits only to the extent necessary to provide a combination of sick leave and SDI or Workers' Compensation benefits equal to the employee's straight time compensation immediately before the beginning of the illness, disability or injury.

**6. Sick Leave Accrual During Leave**

**An 1. Accrual during Paid Leave:** A regular employee on authorized leave of absence will continue to accrue sick leave hours at the same rate ~~of 96 hours per year, 8 hours per month~~ set forth in Section II.A., as long as accrued sick leave and vacation hours have not been exhausted and provided the employee is utilizing some portion of accrued leave benefits. Once accrued sick leave and vacation hours have been exhausted, or if an employee elects not to coordinate benefits while on a leave of absence, the employee will cease to accrue sick leave hours until he/she returns to active employment status.

**2. Accrual during Consecutive Unpaid Leave:** An employee on an authorized leave of absence without pay, including extended military leave of absence, extended sick leave, or temporary layoff/FMLA/CFRA/PDL leave, taken on a consecutive basis, will not accrue sick leave during such absences. ~~All unused accumulated sick leave accrued prior to the leave of absence without pay or temporary layoff will remain in effect after the employee's return to work., unless otherwise required by law.~~

**3. Accrual during an Intermittent or Reduced Schedule Leave:** An employee on an authorized leave of absence taken on an intermittent or reduced schedule basis will accrue sick leave as provided in Section II.C.1.

**7. Use of Sick Leave for Bereavement**

## POLICY NO. 16 – SICK LEAVE

~~An employee is permitted to use not more than five days of accrued sick leave per year for bereavement. (See Policy No. 17 – Bereavement).~~

### 8D. Sick Leave Added Days

1. Regular Employees: The General Manager has the authority to loan, in writing, up to five (5) days of paid sick leave to an employee ~~providing~~ provided that all accrued sick leave and vacation hours have been exhausted. Unearned days of paid sick leave loaned to an employee must be repaid upon return to work. In the event the employee terminates employment prior to the complete repayment of loaned sick leave days, ~~the appropriate number of hours required for repayment will be deducted from the employee's final paycheck.~~ employee is responsible for direct repayment to the District for the remaining number of hours.
2. Temporary Employees: The District will not loan or advance paid sick leave to temporary employees before it has been accrued.

## III. USE OF SICK LEAVE

A. Permitted Reasons to Use Sick Leave: Upon oral or written request, employees may use sick leave for any of the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
  - a. For purposes of this Policy, "family member" includes a biological, adopted, or foster child, stepchild, legal ward, a child to whom the employee stands *in loco parentis*, or a child of a registered domestic partner, regardless of the child's age or dependency status; a biological, adoptive, or foster sibling, parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the Employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; or a grandchild.

### 9. Upon Termination/Retirement

~~Upon voluntary termination of employment, the District will pay full-time regular employees, b. fifty (50) percent of the employee's accrued sick leave to a maximum of 960 hours, times the employee's current wage, providing the employee has worked for the District for two years and has given the District two week's notice. The use of unused accumulated sick leave hours is allowed for pregnancy-related illness or disability, just as it is for other illness or disability.~~

2. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
3. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic

## POLICY NO. 16 – SICK LEAVE

violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

4. All employees are permitted to use up to five days of accrued sick leave per year for bereavement, upon the need for additional bereavement time off, as provided in Policy 17 - Bereavement.

### **B. Holidays during Sick Leave**

In the event that any holiday occurs during a period when any employee is on paid sick leave, the holiday will not be charged against the employee's accumulated sick leave.

### **C. Coordination of Sick Leave with Disability Payments**

When an employee becomes eligible for disability benefits from the State of California Employment Development Department's State Disability Insurance (SDI) program, or workers' compensation, the employee may use accumulated sick leave hours to supplement these payments. Accrued sick leave benefits will be used to supplement such disability payments only to the extent necessary to provide total compensation equal to the employee's straight time compensation immediately before the beginning of the illness, disability or injury.

## **IV. PAYMENT FOR UNUSED SICK LEAVE**

### **A. Upon Separation from Employment**

#### **1. Regular Employees**

##### **a. Eligibility**

- i. Regular employees who have worked for the District for at least 24 consecutive calendar months as a regular employee are eligible to receive payment for accrued and unused sick leave, as follows:

(A) An eligible employee who separates from employment voluntarily, through resignation, service retirement or disability retirement, must provide at least two weeks' notice prior to separation.

(I) Employees who provide notice prior to separating from District employment for any reason are not permitted to first exhaust accrued and unused sick leave unless used for a permitted reason in accordance with Section III of this Policy.

(B) Following the lay-off of an eligible District employee, payment will be issued in accordance with this Policy.

(C) Following the death of an eligible employee, payment will be made in accordance with applicable law and District policies and practices.

Upon the employee's death, payment will be made to his/her heirs.

Employees whose employment has been involuntarily terminated by the District other than by lay-off are not eligible to be compensated for unused sick leave.

10b. Amount: Eligible employees will receive the equivalent of fifty (50) percent of the employee's accrued sick leave to a maximum of 960 hours, times the employee's current hourly straight time pay rate.

2. Temporary Employees:

a. Temporary employees are not eligible to receive compensation at any time for accrued and unused sick leave.

B. Annual Buy-Back of Unused Accumulated Sick Leave Payment for Unused Accrued Sick Leave

1. Eligibility

a. Regular employees may choose to receive payment for unused accrued sick leave, up to a maximum of 96 hours, once per year, in accordance with the terms in this Policy, as long as a minimum balance of 80 hours remains.

b. Temporary employees are not eligible for any payment for unused accrued sick leave.

~~An employee may elect to be paid for all or a portion of any unused sick leave accrued to a maximum of 96 hours per year. A minimum balance of 80 hours must remain in each employee's sick leave account to protect the employee's income in the event of short term disability. Employees may elect either a cash payment or an equivalent contribution to their 457 deferred compensation account.~~

Amount 2. Amount, Form, and Timing of Annual Buy-Back Payment

~~If an employee elects to be paid for any unused accumulated sick leave under provisions of paragraph 10, the number of hours elected will be deducted from the balance of unused accrued sick leave hours. Amount: Payment will be made to the employee in accordance with the following percentage schedule times the employee's current wage rate:-:~~

<u>Years of Regular District Service</u>	<u>Amount of Buy-Back</u>
<u>0-10 years (less than 11 years)</u>	<u>Up to 96 hours @ 50%</u>
<u>11-15 years (less than 16 years)</u>	<u>Up to 30 hours @ 100%;</u>

	remainder (up to 66 additional hours) @ 50%
16-20 years (less than 21 years)	Up to 60 hours @ 100%; remainder (up to 36 additional hours) @ 50%
21 years or more	Up to 96 hours @ 100%

b. Form: Employees may choose to receive either a cash payment or an equivalent contribution to their 457 deferred compensation account.

- ~~0-10 years of service~~ — up to 96 hrs @ 50%
- ~~11-15 years of service~~ — up to 30 hrs @ 100%, remainder (up to 96 hrs) @ 50%
- ~~16-20 years of service~~ — up to 60 hrs @ 100%, remainder (up to 96 hrs) @ 50%
- ~~21+ years of service~~ — up to 96 hours at 100%

Such payment c. Timing: Compensation for sick leave buy-back will be made to the employee on or about in November 23rd of each year.

~~11. Sick Leave Donation Program~~

V. REINSTATEMENT OF UNUSED ACCRUED SICK LEAVE

If any employee who had a sick leave balance remaining at the time of separation from District employment, which balance was not paid out under the terms of Section IV.A. 1. above, is rehired by the District within one year from the date of separation, then that same balance will be reinstated to the employee. The rehired employee will be entitled to use the reinstated sick leave and to also accrue additional sick leave upon rehiring in accordance with this Policy.

VI. SICK LEAVE DONATION PROGRAM

A. In General

1. The Sick Leave Donation Program allows eligible employees who have accrued sick leave hours to voluntarily donate a portion of their accumulated hours to another employee who has exhausted his/her accrued sick and vacation leave due to a non-work-related catastrophic illness or injury of the employee or the catastrophic illness or injury of an employee's dependent parent, spouse or registered domestic partner, or child requiring the presence of the employee.
2. Catastrophic illness or injury is defined as a severe illness or injury which totally incapacitates a person for an extended period of time and is severely debilitating or life-threatening. Illnesses such as cancer, heart attack, or stroke would be considered catastrophic illnesses. Pregnancy without serious complications and routine illnesses, surgical procedures, and injuries, even those resulting in an extended leave of absence, do not qualify as catastrophic illness or injury. The Director of Human Resources will be responsible for reviewing the eligibility of an employee to receive donated sick leave and making a recommendation to the General Manager for approval. The approval process may require appropriate medical documentation regarding the illness or injury of the employee or family member.

3. The decision to make a donation of sick leave to another employee through the Sick Leave Donation Program is voluntary. No employee is to be coerced or intimidated into making a donation of sick leave or to coerce or intimidate another employee. Donations of sick leave may not involve any form of payment or compensation, financial or otherwise, between the donor and recipient. The District will not solicit sick leave donations on behalf of any qualifying individual.

**AB. Eligibility**

All regular, full-time employees who have completed their initial probationary period and meet other applicable qualifications set forth in this Policy are eligible to participate in the Sick Leave Donation Program as a donor or recipient.

**B.C. Procedures for Utilizing Donated Sick Leave**

- 1.1. In order to receive donated sick leave through the Sick Leave Donation Program, an employee must meet the following requirements:
- a.a. The employee must have been on an approved Leave of Absence for a catastrophic illness or injury as defined above for at least 30 calendar days prior to the use of any donated sick time.
  - b.b. The employee must have exhausted all of their-his/her sick and vacation accruals prior to the use of any donated sick time.
  - e.c. The employee must be utilizing any applicable income replacement programs for which he/she qualifies (i.e. State Disability Insurance, Paid Family Leave, Long-Term Disability).
  - d.d. The employee must have notified the Human Resources department of his/her desire to receive and utilize donated sick time. In the event that the employee is physically or mentally unable to notify the Human Resources department, notification may be made by a member of the employee's immediate family (i.e., spouse, registered domestic partner, child or parent), ~~by the employee's supervisor, or by an employee wishing to make a sick leave donation.~~
- 2.2. An employee utilizing donated sick leave will not earn or be eligible to accrue any sick or vacation leave. Once an employee ceases to receive any portion of his/her pay from the use of his/her own accrued sick and vacation leave, accrual of additional vacation and sick leave hours will cease. Holidays falling during the period following exhaustion of vacation and sick leave benefits will not be paid to an employee even if they are utilizing donated sick leave.
- 3.3. If an employee returns to work on a part-time basis, sick and vacation leave will begin accruing on a pro-rated basis and these accrued balances will be utilized for coordination of benefits before the utilization of any donated sick leave.

**POLICY NO. 16 – SICK LEAVE**

~~4.4.~~ An employee utilizing donated sick leave will be taxed each pay period as with the use of regularly accrued sick and vacation leave.

~~5.5.~~ The existence or use of donated sick time is not a guarantee of continued employment past the end of the approved leave of absence as detailed in ~~Policy No. 19 – Leave of Absence.~~

**C.D. Procedures for Donating Sick Leave**

~~1.1.~~ An employee may complete a “Donation of Sick Leave” form to donate accrued sick leave in one-hour increments for use by another eligible employee who has been determined to qualify for sick leave donations under the requirements listed above.

~~2.2.~~ In no case shall a donation of sick leave reduce the donor’s accrued sick leave balance below eighty (80) hours.

~~3.3.~~ An employee may donate a maximum of 25% of his/her sick balance or forty (40) hours of accrued sick leave to an eligible employee, whichever is less. No employee will be allowed to donate more than forty (40) hours of sick leave in any twelve month period.

~~4.4.~~ The number of sick hours credited to the recipient will be calculated by multiplying the number of hours donated by the calculated hourly rate of the donor then dividing that amount by the calculated hourly rate of the recipient.

~~5.5.~~ Donated sick leave hours will be used to pay the recipient on a first in- first out basis. Donated sick leave hours not used by the specified recipient will be returned to the donating employee(s) following the end of the pay period in which the recipient no longer qualifies for the use of donated sick leave.

~~12. Administration of Policy~~

~~**VII. ADMINISTRATION OF POLICY**~~

~~The Director of Human Resources and the Payroll Department will be responsible for the administration and enforcement of this policy.~~

Adopted by IRWD Board of Directors on: ~~February 10, 2014~~ \_\_\_\_\_

IRVINE RANCH WATER DISTRICT

PERSONNEL POLICIES AND PROCEDURES

POLICY NO. 18 - VACATION

~~1. General Policy~~

I. GENERAL POLICY

A. The District believes it is important for employees to take vacation leave on an annual basis when practicable, to enable them to take time off away from their job responsibilities in order to relax and refresh themselves physically and mentally.

~~2. Eligibility~~

~~All regular full-time employees are eligible for vacation leave. Regular part-time employees are eligible for pro-rated vacation leave based upon the number of hours worked. Only hours actually worked shall constitute service time in determining the regular part-time employee's vacation accrual rate.~~

~~Employees earn vacation leave hours from the first day of work, however, they are ineligible to take time off for vacation leave during the first six (6) months of employment.~~

~~3. Amount of Benefits~~

~~The following schedule of vacation leave accrual per month is applicable to all regular full-time employees of the District:~~

II. RATES OF ACCRUAL

A. Regular Full-Time Employees: All regular full-time employees will accrue vacation leave according to the following monthly schedule, based upon years of service:

Less than 5 years' service                      6.67 hours - (80 hours per year)

More than 5 or more years of service                      10.00 hours - (120 hours per year)  
but less than 10 years

~~(Beginning with the 5th year anniversary date)~~

More than 10 or more years of service                      13.33 hours - (160 hours per year)

~~(Beginning with the 10th year anniversary date)~~

~~Exceptions to this schedule of vacation leave accrual may be made in the District's sole discretion. Exceptions to this policy will be recommended by staff to the General Manager for approval.~~



**POLICY NO. 18 – VACATION**

**B. Managers, Exempt Supervisors, Confidential, and Exempt Employees:**  
Managers, supervisors, and confidential employees will accrue vacation according to the same monthly schedule set forth in Section II.A., until they have completed at least 15 years of service will accrue vacation according to the following monthly schedule, based upon years of service:

15 or more years of service                      15.00 hours – (180 hours per year)  
but less than 20 years

20 or more years of service                      16.67 hours – (200 hours per year)

**C. Regular Part-Time Employees:** All regular part-time employees are eligible for pro-rated vacation leave based upon a 40-hour weekly schedule and years of service.

**D. Temporary Employees:** Temporary employees are not eligible to accrue vacation leave.

**4. Maximum E.                      Vacation Accrual During Leaves of Absence**

**1. Accrual during Paid Leave:** A regular employee on authorized leave of absence will continue to accrue vacation hours at the same rate set forth in Sections II.A. or II.B. (full-time) and Section II.C. (part-time) as long as accrued sick leave and vacation hours have not been exhausted and provided that the employee is utilizing some portion of accrued leave benefits. Once accrued sick leave and vacation hours have been exhausted, or if an employee elects not to coordinate benefits while on a leave of absence, the employee will cease to accrue vacation hours until he/she returns to active employment status.

**2. Accrual during Consecutive Unpaid Leave:** An employee on an authorized leave of absence without pay, including extended military leave of absence, extended sick leave, or FMLA/CFRA/PDL leave, taken on a consecutive basis, will not accrue vacation leave during such absences, unless otherwise required by law.

**3. Accrual during an Intermittent or Reduced Schedule Leave:** An employee on an authorized unpaid leave of absence taken on an intermittent or reduced schedule basis will accrue vacation at the same rate as set forth in Section II.A. or II.B. (full-time) or Section II.C. (part-time).

**III. REQUESTS FOR VACATION LEAVE**

**A.** Employees are not eligible to take time off for vacation leave during the first six (6) months of employment.

**B.** Requests for vacation leave shall be made in advance by the employee to his/her immediate supervisor for appropriate approvals.

**POLICY NO. 18 – VACATION**

- C. Established District holidays occurring during scheduled vacation leave are not counted as vacation days.

**IV. MAXIMUM ACCRUAL AND REDUCTION OF VACATION HOUR BALANCES**

The maximum number of vacation hours accrued may not exceed the greater of 240 hours or two times an employee's annual accrual.

~~Employees with more than the allowed maximum accrued vacation time at the time of the annual Vacation Transfer (see section 6 below)~~

**A. Voluntary Transfer of Vacation Hours**

Once a year, generally in February January, an employee who has taken at least 40 hours of vacation during the immediately preceding completed calendar year may elect to transfer into the employee's Deferred Compensation Plan account:

1. Any vacation hours accrued in excess of the employee's maximum accrual;  
and/or
2. Any accrued vacation hours below the employee's maximum accrual, as long as the employee retains a balance of at least 80 vacation hours following the transfer.

Hours will be transferred at a rate of 100% of the employee's current pay rate at the time of transfer.

**B. Voluntary Reduction of Vacation Hours by Managers, Supervisors, and Confidential Employees**

1. Generally, in February January of each year, Category Two employees identified in Section II. B. of this Policy, who have taken at least 40 hours of vacation during the immediately preceding calendar year may choose one or more of the following options, as long as they retain a balance of at least 80 vacation hours following any sell-back or transfer:
  - a. Elect to sell back to the District some or all of the vacation hours that exceed their maximum accrual.
  - b. Elect to sell back to the District some or all of the accrued vacation hours below the maximum accrual.
  - c. Elect to make a voluntary transfer of some or all of the accrued vacation hours under Section IV.A.
2. Employees who choose to sell back vacation hours will be compensated at 100% of the employee's pay rate in effect at the time compensation is provided. All cash payments are subject to state and federal withholdings.

**C. Automatic Transfer of Vacation Hours in Excess of Maximum Accrual**

## POLICY NO. 18 – VACATION

1. At the time of vacation pay out or transfer, By the end of January each year, employees who have accrued vacation hours in excess of the maximum, and who have not made a voluntary election under Section IV.A. or B., will have be required to transfer all hours in excess of the allowed maximum accrual transferred into their Deferred Compensation Plan account by the District.
2. This transfer will be conducted once a year, generally in February, and hours will be transferred at a rate of 100% of the employee's current wage rate at the time of transfer. Employees are responsible for ensuring that their vacation accrual balance falls below the allowed maximum accrual if they do not wish to have vacation hours automatically transferred to the Deferred Compensation Plan account.
3. If an employee's scheduled vacation is canceled at the District's request, or if extenuating circumstances arise which require an employee to accrue vacation leave in excess of the allowed maximum accrual, written approval may be granted by the General Manager to carry over the excess hours for a specified period of time, without automatic transfer.

### ~~5. — Holidays Falling During Vacation Leave~~

~~Established District holidays occurring during scheduled vacation leave are not counted as vacation days.~~

### ~~6. — Transfer of Vacation Hours~~

~~An employee may elect to transfer any vacation hours accrued in excess of 80 hours into the employee's Deferred Compensation Plan account, provided the employee has used at least 40 vacation hours during the preceding completed calendar year. This option will be available to the employee once a year, generally in January, and hours will be transferred at a rate of 100% of the employee's current wage rate at the time of transfer.~~

### ~~7. — Procedure for Requesting Vacation Leave~~

~~Requests for vacation leave shall be made in advance by the employee to his/her immediate supervisor for appropriate approvals.~~

### ~~8. — Termination~~

## V. PAYMENT FOR UNUSED VACATION LEAVE UPON SEPARATION

Upon termination-Upon separation from the District, employees shall be paid for unused accrued vacation hours to-through the date of terminationseparation. These unused accrued vacation hours shall be paid at the employee's current wage-pay rate at the time of terminationseparation, regardless of the length of service with the District.

**POLICY NO. 18 – VACATION**

**Adopted by IRWD Board of Directors on: September 10,  
2012**

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 21 – JURY/WITNESS DUTY 19.3. – OTHER LEAVES OF ABSENCE

#### I. GENERAL POLICY

- A. It is the policy of the District to enable its employees to take a leave of absence to fulfill their civic and other obligations in accordance with applicable state and federal law. Other District Policies address specific types of leave such as Policy 19 [Family and Medical Care Leaves of Absence]; 19.1 [Worker's Compensation and Terms for Industrial Disability Leave]; and 19.2 [Personal Leaves of Absence].
- B. This Policy addresses the terms under which employees may take a leave of absence for the remaining purposes for which an established legal right also exists but which are not otherwise addressed expressly in District Policies.
- C. Except as otherwise provided in this Policy or applicable law, none of these leaves of absence requires a minimum number of hours worked or months of District service as a condition for eligibility.
- D. For exempt employees, no deduction from salary will be made for leaves shorter than one full workweek. However, exempt employees may be required to use available, accrued paid leave in accordance with District policy.

#### II. LEAVE FOR JURY DUTY

- A. Purpose: The District will grant a leave of absence to employees who are called to serve on a trial jury or inquest jury, or who are subpoenaed or otherwise required under court order to provide testimony as witnesses. Because grand jury service is voluntary in California, such service is not covered by this Policy. However, interested employees may request a discretionary, non-medical, personal leave of absence in accordance with, and subject to Policy 19.2.
- B. Amount of Leave: Employees will be permitted to remain off work for the period of actual service.
- C. Compensation during Leave: \_\_\_\_\_

##### 1. General Policy

~~It is the policy of the District to enable its employees to fulfill their civic obligations. In order to prevent a financial burden on employees who are called for jury and/or witness duty, the employee will be given time off for the period of actual service. 1. Employees will be entitled to receive~~

POLICY 19.3 – OTHER LEAVES OF ABSENCE

their regular pay for ~~time absent due to jury/witness duty during a period of no more than 30 consecutive up to 30 days per calendar days per year.~~ This ~~30-day period of paid leave~~ begins on the first day that the employee is required to report- in person to court.

- ~~2.~~ Leave continuing after exhaustion of the 30-day period will be unpaid; however, employees may use available, accrued vacation or personal holiday time.

~~2. Eligibility~~

~~All employees are eligible for jury and/or witness duty.~~

~~3. Procedure~~

~~A. Initial Notification~~

~~When an employee receives a "Summons or Subpoena to Appear" for jury and/or witness duty, the employee shall immediately notify his or her Supervisor and the Human Resources Department. A copy of the original summons shall be presented to Human Resources.~~

~~B. Upon Completion of Jury/Witness Duty~~

- ~~3.~~ If an employee receives a payment for jury duty that includes payment for service-, other than mileage, the employee is required to submit their endorsed jury duty payment check to Payroll. Any monies included in the jury duty payment for mileage or for jury service performed on an employee's scheduled day off will be reimbursed to the employee.

D. Notice and Verification

1. Initial Notification

An employee who receives a "Summons or Subpoena to Appear" for jury duty, must provide reasonable advance notice to his or her Supervisor and Human Resources and provide a copy of the original summons to Human Resources.

2. Continuing Updates

Generally, public employees do not receive payment from the courts for jury service, other than for mileage, which the employee may keep. Following the employee's initial appearance for jury duty, and following each subsequent day of leave, the employee must contact Human Resources by telephone or e-mail to advise whether he/she will be required to report for further service, or has been released from service. The employee should also communicate any information he/she has received regarding estimated total length of service, as well any changes to that estimated timeframe.

III. LEAVE FOR SUBPOENAED WITNESSES

A. Purpose: The District will grant a leave of absence to employees who are subpoenaed or otherwise required under court order to provide testimony as witnesses.

B. Amount of Leave: Employees will be permitted to remain off work for the period of actual service.

C. Compensation during Leave: Leave under this section is unpaid. However, an employee may choose to use any accrued vacation time when taking leave under this section.

D. Notice and Verification

1. Initial Notification

An employee who receives a "Summons or Subpoena to Appear" for witness duty, must provide reasonable advance notice to his or her Supervisor and Human Resources and provide a copy of the original summons to Human Resources.

2. Continuing Updates

Following the employee's initial appearance for witness duty, and following each subsequent day of leave, the employee must contact Human Resources by telephone or e-mail to advise whether he/she will be required to report for further service, or has been released from service. The employee should also communicate any information he/she has received regarding estimated total length of service, as well any changes to that estimated timeframe.

IV. LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

A. Purpose and Definitions:

1. The District will grant a leave of absence to employees who have been victims of the following crimes to address the matters set forth below:

a. Domestic Violence. Abuse against an employee that is committed by any of the following persons, as defined in Sections 6200 et seq. of the Family Code:

i Spouse or former spouse;

ii Registered domestic partner or former domestic partner;

iii Cohabitant or former cohabitant;

iv Person with whom the employee is having or has had a dating or engagement relationship;

v Person with whom the employee has had a child;

vi Employee's child; or

vii Any person related to the employee by consanguinity or affinity within the second degree.

b. Sexual Assault. Any of the crimes set forth in Section 230(j)(3) of the Labor Code, as defined in Title 9 of the California Penal Code:

c. Stalking Any misconduct (as defined in Section 646.9 of the Penal Code or Section 1708.7 of the Civil Code, which usually involves a pattern of willfully, maliciously, and repeatedly following or harassing another person and making a credible threat with the intent of placing that person in reasonable fear of his or her own safety or in fear of the safety of his or her immediate family.

2. Permitted Uses of Leave. An employee who has been the victim of sexual assault, domestic violence, or stalking may take a leave of absence for any of the following reasons:

a. To seek medical attention or psychological counseling for resulting injuries.

b. To obtain services from a domestic violence shelter, program, or rape crisis center.

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

d. To obtain any legal relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her child.

**B.** **Amount of Leave:** Employees will be permitted to remain off work for the period of time necessary to address the reason for the leave of absence.

1. If an employee has been granted a leave of absence under Policy 19.1 or 19.2 for the same reason, both leaves will run concurrently.

**C.** **Compensation during Leave:** Leave under this section is unpaid. However, an employee may choose to use any accrued sick leave or vacation time when taking leave under this section.

**D.** **Notice and Verification:**

1. Advance notice: An employee wishing to take leave must notify Human Resources at least five working days before the intended absence. If such advance notice is not possible, the employee must notify Human Resources within a reasonable time in advance of the absence.



2. Unscheduled absence: If the employee is unable to provide advance notice before his/her absence from work, he/she may be required to provide Human Resources with documentation that the leave was for a permitted purpose under this Section. Such documentation may include, but is not limited to, a police report, a court order or other evidence that the employee appeared in court, or a record establishing that the employee was undergoing medical treatment or counseling during the employee's absence.

#### **E. Reasonable Accommodation for Safety at Work**

1. In accordance with Section 230(f) of the Labor Code, an employee who has been the victim of domestic violence, sexual assault, or stalking may request an accommodation for his/her safety at work.
2. Reasonable accommodation may include safety measures such as:
  - a. Transfer, reassignment, modified schedule, or other modifications to job structure or assignments
  - b. Changed work telephone, changed work station, installed lock or other changes to the workplace or work facility.
  - c. Implementation of additional safety procedures
  - d. Assistance in documenting misconduct that occurs in the workplace
3. The District will engage in a timely, good faith interactive process with the employee to attempt to identify an effective reasonable accommodation in accordance with Section 230(f) of the Labor Code.

#### **V. LEAVE FOR ATTENDANCE AT CRIMINAL PROCEEDINGS**

- A. **Purpose and Definitions:** The District will grant a leave of absence to an employee who has been, or whose family member has been, a victim of a violent felony, a serious felony, felonious theft or embezzlement, or other enumerated offenses, for the purpose of attending proceedings related to that crime.
  1. The terms "violent felony," "serious felony" and felonious theft or embezzlement shall be as defined in Section 230.2(a)(3) of the Labor Code.
  2. The term "other enumerated offenses" shall refer to the list set forth in Section 230.5(a)(2) of the Labor Code.
  3. Eligible proceedings include any proceeding in court, any proceeding involving a post-arrest release decision, plea, sentencing, post-conviction

POLICY 19.3 – OTHER LEAVES OF ABSENCE

release decision, or any proceeding in which a right of the victim is at issue.

4. The term “family member” means the employee’s spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

**B. Amount of Leave:** Employees will be permitted to remain off work for the period of time necessary to participate in the proceedings.

**C. Compensation during Leave:** Leave under this section is unpaid. However, an employee may choose to use any accrued vacation time when taking leave under this section.

**D. Notice and Verification:**

1. Advance notice: An employee wishing to take leave must notify Human Resources at least five working days before each intended absence. If such advance notice is not possible, the employee must notify Human Resources within a reasonable time in advance of each absence.

2. Unscheduled absence: If the employee is unable to provide advance notice before his/her absence from work, he/she may be required to provide Human Resources with documentation that the leave was for a permitted purpose under Section IV.A. Such documentation may be issued by the court of government agency setting the hearing, the district attorney or prosecuting attorney’s office, or a victim/witness office that is advocating on behalf of the victim

**VI. VOTING LEAVE**

**A. Purpose:** In accordance with Election Code Sections 14000 and 14001, the District will grant a leave of absence to permit an employee to vote in a local, state, or national election if the employee does not have sufficient time to vote outside normal working hours.

**B. Amount of Leave:** Employees may take up to two hours at the beginning or end of the regular working shift on Election Day, or at another time on Election Day, as mutually agreed with the employee’s supervisor.

**C. Compensation during Leave:** Employees will receive time off with pay for a reasonable period, not to exceed two hours.

**D. Notice and Verification:**

1. Employees who know, or have reason to believe, that they will not have sufficient time to vote outside normal working hours must notify their Department Head of the need for leave, and the reason for the request as soon as possible, and no later than two working days before election day.
2. The Department Head will respond to the request within one working day. If granted, the Department Head will identify the authorized start time for the leave.
3. Employees returning from voting leave must provide proof that the leave time was used for voting purposes.

## **VII. SCHOOL LEAVE.**

**A. Purpose and Definitions:** The District will grant a leave of absence to an employee who is the parent, guardian, or grandparent of a child, for the following purposes:

1. To participate in the activities of the child's primary or secondary school or licensed child care provider.
2. To find, or to enroll, or reenroll the child in, a primary or secondary school or licensed child care provider.
3. To address an emergency, such as:
  - a. A request from child care provider or school that the child be picked up.
  - b. A provision in the attendance policy for the child care provider or school, other than a planned holiday, that prohibits the child from attending.
  - c. Closure or unexpected unavailability of the child care provider or school, other than during planned holidays.
  - d. A natural disaster, including, but not limited to, fire, earthquake, or flood.
4. To appear at the school of a suspended child pursuant to a request made by the child's school under California Education Code section 48900.1.

**B. Amount of Leave:**

1. An employee may take up to 40 hours of leave per calendar year, but no more than eight hours in one calendar month. However, no limit shall be placed on the amount of leave taken under Section VI.A.4.
2. If more than one District employee requests leave in connection with the same child, only the first employee to provide notice is entitled to receive leave. The second employee may also be permitted to take a

simultaneous leave of absence if he/she obtains written supervisory approval.

3. The amount of leave available is fixed at a maximum of 40 hours per calendar year, regardless of the number of children, grandchildren, or wards that an employee may have.

**C. Notice and Verification.**

1. An employee must provide reasonable advance notice of the need for leave and must make all reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the District. If an emergency makes such notice impossible, the employee shall notify his/her Department Head as soon as possible.
2. Employees returning from leave are required to provide written verification from the school or child care provider of his/her need for leave at the specific time and date. If an employee fails to provide sufficient verification, the District may determine that the leave time was unauthorized.

**D. Compensation during Leave.** Leave under this section is unpaid. However, an employee may choose to use any accrued vacation time when taking leave under this section.

**VIII. LEAVE FOR RESERVE PEACE OFFICERS, VOLUNTEER FIREFIGHTERS, AND EMERGENCY RESCUE PERSONNEL**

**A. Purpose:** The District will grant a leave of absence to an employee who is a volunteer firefighter, reserve peace officer, or volunteer emergency rescue personnel for the purpose of performing emergency duty or participating in training.

**B. Amount of Leave:**

1. Leave for Emergency: Leave will be available for the full duration of the employee's need to perform emergency duty.
2. Leave for Training: Employees may take up to a total maximum of 14 days of leave per calendar year to receive training.

**C. Notice and Verification:** Employees must provide reasonable advance notice of their need for leave. If advance notice is not feasible, the employee must provide reasonable verification of the emergency or need for training upon his/her return to work.

**D. Compensation during Leave:** Leave under this section is unpaid. However, an employee must use any accrued vacation time when taking leave under this section.

## IX. LEAVE FOR CIVIL AIR PATROL DUTY

- A. Purpose: In accordance with Sections 1500 *et seq.* of the Labor Code, the District will grant a leave of absence to an employee who is a volunteer member of the civilian auxiliary of the United States Air Force ("Civil Air Patrol") and is directed to respond to an emergency operational mission, either in-state or out-of-state.
- B. Amount of Leave: Employees may take up to 3 days of leave per mission, up to a total maximum of 10 days of leave under this section.
- C. Notice and Verification:
1. Employees must provide reasonable advance notice of the intended dates on which leave is anticipated to begin and end.
  2. The District may require certification from the proper Civil Air Patrol authority to verify the need for leave, or that leave was taken for the purpose of responding to an emergency operational mission.
- D. Compensation during Leave: Leave under this section is unpaid. An employee may choose to use accrued vacation time when taking leave under this section.

## X. MILITARY LEAVES

- A. Leave for Employees Who Are Service Members:
1. The District will grant a leave of absence in accordance with applicable provisions of Section 395 of the Military and Veteran's Code and the federal Uniformed Services Employment and Reemployment Rights Act.
  2. Employees are required to provide evidence of their orders to report for active duty, upon providing notice of their need for leave of absence.
  3. A request for military leave of absence shall be made in writing to the employee's supervisor by completing the Request for Leave of Absence Form (available in the Human Resources Department), and shall state specifically the reason for the request, the date the leave is to begin, and the probable date of return. Human Resources will communicate the need for leave to the employee's Department Head and the General Manager prior to the leave beginning.
- B. Leave for Employees Who Are the Spouse or Registered Domestic Partners of Service Members
1. Purpose: In accordance with Section 395.10 of the Military and Veterans Code, the District will grant a leave of absence to an employee whose spouse or registered domestic partner is deployed for active military

POLICY 19.3 – OTHER LEAVES OF ABSENCE

service during a period of military conflict, to spend time with the spouse or registered domestic partner while he/she is on leave from such deployment.

2. Eligibility: Eligibility for this leave is limited to employees who are regularly scheduled to work at least 20 hours per week.
3. Amount of Leave: An employee may take up to ten days of leave each time his/her spouse or registered domestic partner is on leave from military deployment.
4. Notice: Employees must provide notice of the need for leave no more than two working days after receiving official notice of their spouse or registered domestic partner's leave from deployment. Employees must provide a copy of the official notice in connection with their request.
5. Compensation during Leave: Leave under this section is unpaid. An employee may choose to use accrued vacation time when taking leave under this section.

**XI. EMPLOYEE RESPONSIBILITIES AND DUTY TO COOPERATE**

Employees are expected to fully cooperate with the District in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee's cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the District's requests for information to support the employee's request to take, change, or extend a leave of absence. Employees are also required to consult with the District and make a reasonable effort to schedule foreseeable absences so as to not unduly disrupt the District's operations. Employees on leave must respond to the District's reasonable inquiries and keep the District updated as to the status of the employee's leave.

Failure to cooperate with the District or failure to meet the employee's responsibilities may result in a delay in granting the employee's leave, a denial of leave, and/or a denial of the protections and benefits afforded by this Policy. Employees who have questions about their responsibilities under this Policy should direct their inquiries to Human Resources.

**Adopted by IRWD Board of Directors on: ~~May 12, 2008~~**

**IRVINE RANCH WATER DISTRICT**

**PERSONNEL POLICIES AND PROCEDURES**

**POLICY NO. 22 - HOLIDAYS**

**1. General Policy**

The District recognizes the importance of leisure time in achieving greater productivity. Eligible employees will receive twelve paid holidays per year, two of which are considered floating holidays and one of which is considered a Personal Holiday. The two floating holidays are determined at the District's option, with approval of the General Manager. The personal holiday is determined by each eligible employee, subject to approval of the employee's supervisor.

**2. Holiday Schedule**

The District's twelve paid holidays are:

- New Year's Day
- President's Day (follow Federal schedule)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Day before Christmas holiday
- Christmas Day
- Two Floating Holidays
- One Personal Holiday

Floating holidays are designated annually. The selection of floating holidays is designed to spread out the holidays as evenly as possible over the year so that employees have time away from their jobs at regular intervals to refresh themselves and spend time with their families. Staff also takes into consideration which holidays are commonly observed by the various school systems. A holiday schedule for each calendar year will be published and distributed to employees before the beginning of each calendar year.

~~Beginning in January 2009, eligible employees will be permitted to take one scheduled workday off as a personal holiday each calendar year. The personal holiday must be requested by an employee and approved by the employee's supervisor at least one week before the employee plans to use it. A personal holiday that is not used by December 31 of the calendar year in which it is granted will be forfeited.~~

## POLICY NO. 22 – HOLIDAYS

### **31. Eligibility**

#### **A. Designated Calendar and Floating Holidays**

All Regular District employees of the District are eligible for holiday pay based on their individual work schedule (5/8, 9/80 or 4/10) at the time the holiday occurs. Regular District employees assigned to a part-time schedule (less than 40 hours in one week) are eligible for pro-rated holiday pay based on the average daily hours worked during the payroll period in which the holiday occurs. District Temporary employees, paid through the District payroll system, are eligible for holiday pay when a holiday falls on their regularly scheduled day to work.

Eligible employees must be actively at work, or using sick or vacation time, the work day immediately prior to *and* the work day immediately following the holiday, in order to receive holiday pay. Any unauthorized absence occurring the day preceding or following the holiday will result in holiday pay not being granted.

#### **B. Personal Holiday**

Following 6 months of employment, all Regular District employees are eligible to take one scheduled work day off as a personal holiday each calendar year. The personal holiday must be requested by an employee and approved by the employee's supervisor at least one week before the employee plans to use it. A personal holiday that is not used by December 31<sup>st</sup> of each calendar year in which is granted will be added to the employees vacation accrual balance.

### **42. Holidays Falling During Weekends and Vacations**

When a holiday falls on a weekend, the General Manager will select an alternate day off as a District holiday. Holidays that occur during an employee's vacation will not be counted as a vacation day.

When a scheduled holiday falls on an employee's regularly scheduled day off, ~~due to a Flexible Work Week~~ vacation hours equal to the amount of hours normally scheduled to work on the corresponding day of the following work week, will be credited to the employee's vacation accrual account.

### **5. Rate of Pay**

Regular employees will be paid holiday pay in an amount equivalent to their base hourly pay rate times the number of hours the employee was normally scheduled to work if the day were not a holiday.

### **6. Employees Required to Work on a District Observed Holiday**

Should a non-exempt employee be required to work on a holiday, he or she will receive holiday pay in addition to compensation at one and one half (1-1/2) times his or her regular rate of pay for time worked.



**POLICY NO. 22 – HOLIDAYS**

**7. Work Distribution on a District Observed Holiday**

Supervisors are responsible to schedule distribution of holidays to be worked as evenly as practicable among the employees within their respective departments.

**Adopted by IRWD Board of Directors on: ~~January 11, 2010~~**

IRVINE RANCH WATER DISTRICT

PERSONNEL POLICIES AND PROCEDURES MANUAL

POLICY NO. 27 - SUBSTANCE ABUSE POLICY

~~1. General Policy~~

I. IN GENERAL

A. The District is committed to providing a healthy and safe work environment free of the harmful ~~affects~~ effects of substance abuse in order to provide optimal and efficient service to its customers and the public. Consistent with this commitment, the District, among other things, prohibits District employees from possessing, using, providing, marketing, manufacturing, selling, offering and distributing drugs and alcohol and other intoxicants on District premises or while on duty, on-call, or on stand-by. Furthermore the District prohibits employees from possessing paraphernalia, equipment or substances on District premises which could be used for the manufacture, storage, distribution or use of drugs or alcohol unless otherwise permitted to do so. This Policy is intended to establish the framework for District compliance with applicable state and federal regulations relative to substance abuse prevention and drug and alcohol testing in the workplace, including, but not limited to, the California Drug-Free Workplace Act of 1990.

B. Substance abuse has been found to be a contributing factor to absenteeism, substandard performance, increased potential for accidents, poor morale, and impaired public relations. Accordingly, the purpose of this Policy is to prevent drug and alcohol abuse in the workplace by clearly identifying employee responsibilities relative to drug and alcohol abuse and by providing managers and supervisors with guidelines and procedures for the detection of such abuse and the enforcement of related rules. Employees must take all reasonable steps to comply and cooperate with the District's efforts to enforce the provisions of this Policy.

C. It is the responsibility of all District employees to cooperate in efforts to protect the life, personal safety, and property of co-workers, District customers, and members of the public. Any employee who knows of a violation of this policy or has reasonable suspicion that the policy has been violated shall report it to the Human Resources Department or to the General Manager. Customers and members of the public who have similar information or suspicion may also assist the District by reporting to the Human Resources Department or to the General Manager.

D. Additionally, the District reserves the right to use drug and alcohol testing and detection technologies to identify individuals who may have these substances or their metabolites in their bodies while working or applying for employment. The District also reserves the right to test employees it has reason to believe may be impaired or have otherwise violated this policy, or any at other time when required by law.

E. In the spirit of creating a drug and alcohol-free work environment, nothing in the policy shall be construed to restrict the District's ability to use common sense, prudence,

## POLICY NO. 27 – SUBSTANCE ABUSE POLICY

technology, or external resources to protect the safety of its employees, its customers, or the public.

### **2. Purpose of Policy**

The purpose of this policy is to establish District expectations relative to the use and abuse of drugs and alcohol as well as other intoxicating substances and in doing so help foster a safe, healthy working environment for all District employees and those whom they serve. Additionally, this policy is intended to establish the framework for District compliance with applicable state and federal regulations relative to substance abuse prevention and drug and alcohol testing.

### **3. Procedure**

Any employee who knows of a violation of this policy or has reasonable suspicion that the policy has been violated shall report it to the Human Resources Department or to the General Manager. Customers and members of the public who have similar information or suspicion may also assist the District by reporting to the Human Resources Department or to the General Manager. In the event that the individual wishes to remain anonymous, a "Speak Up" form may be used.

#### **A. First Point of Contact**

The Director of Human Resources or the General Manager will act as the first contact for suspected or known violations of this policy. In the event that it is reasonably believed that a violation of this policy has placed the safety of an employee or anyone else in immediate danger, a supervisor or manager should be notified as quickly as practicable.

#### **B. Investigation**

Following notification, should the Director of Human Resources reasonably believe that a policy violation has occurred, the Director may initiate an investigation. That investigation may include resources or individuals external to the organization. Regardless, all employees are required to cooperate with any District initiated investigation. The failure to do so may result in disciplinary action up to and including termination.

#### **C. Appropriate Action**

Upon completion of the investigation, the Director of Human Resources and other decision makers as designated by the District will determine what action, if any, is to be taken. Disciplinary action resulting from an investigation will follow the guidelines as established by the Human Resources Department.

### **4. Definitions**

The District encourages employees who believe that they may have a drug or alcohol problem to voluntarily seek counseling, assistance, and/or rehabilitation, and will be supportive of those employees who voluntarily seek help before the District discovers that the employee has a drug or alcohol problem. However, the District will be equally firm in identifying and disciplining those employees who are substance abusers and do not seek help.

## **II. APPLICABILITY**

A. This policy applies to all applicants and employees of the District. Certain District employees are also subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952, as amended), which requires alcohol and drug testing of safety-sensitive transportation employees who are required to have a commercial driver's license (49 CFR Parts 40, 382, 391, 392, and 395, as amended). In order to comply with the Department of Transportation regulations, the District has developed specific guidelines regarding when and how drug-alcohol testing will occur, as well as provisions on rehabilitative services available to all covered City employees. The specific guidelines for City employees who are required to have a commercial driver's license are set forth in Policy 27.1.

B. District employees who are "Covered Employees" as defined in Policy 27.1 are covered by this Policy except to the extent that it conflicts with Policy 27.1 or with the Omnibus Transportation Employee Testing Act of 1991, as amended, the Federal Highway Administration Regulations, as amended, Federal Motor Carrier Safety Administration, as amended, or any other applicable Department of Transportation Agency regulations governing drug testing of Covered Employees. In the event of such conflict, the applicable provisions of Policy 27.1 and/or regulatory and/or statutory provisions will control.

### III. DEFINITIONS

The following definitions will be applicable to this policy:

A. Alcohol or Alcoholic Beverage~~Beverage~~Any Beverage: Any beverage that has an alcoholic content in excess of .5% by volume.

~~B. Drug~~

B. Applicant: Any person applying for employment with the District who has been extended a conditional offer of employment. Current employees who have applied for a new position at the District are applicants for purposes of provisions of this Policy regarding pre-placement testing.

C. Controlled Substance: Any drug that is classified by the federal Drug Enforcement Administration into the five schedules or classes on the basis of their potential for abuse, accepted use, and accepted safety under medical supervision. Examples of controlled substances include, but are not limited to, marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP).

D. Drug: Any substance (other than alcohol) or metabolite capable of altering the mood; sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment of the individual in whose body it is present. The term "drug" refers to both Legal Drugs and Illegal Drugs, as defined herein.

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E. Drug Paraphernalia: Any device or instrument used for injecting, smoking, consuming, or otherwise administering a controlled substance or legal and/or illegal drug, which includes, but is not limited to the items set forth in California Health and Safety Code section 11364.

F. Illegal Drug: A controlled substance, a legal drug which has not been legally obtained, or a legal drug which was legally obtained, but that is being sold or distributed unlawfully.

~~C. Impaired~~~~Diminished~~ G. Impaired: Diminished capacity, ability, mental acuity, or performance.

~~D. H. Intoxicant~~~~Any~~ Intoxicant: Any substance (including alcohol or alcoholic beverages) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment of the individual in whose body it is present.

I. Legal Drug: Any drug, including any prescription drug or over the counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

E. J. Prescription Drug: Any substance lawfully prescribed by a licensed or regulated professional for consumption or use.

~~F. Reasonable Suspicion~~

~~Facts~~ K. Reasonable Suspicion: A belief based upon objective facts, evidence or other indicators that would lead a reasonable person to suspect something is true or likely to be true. The threshold for determining if reasonable suspicion exists shall be left to the Director of Human Resources or General Manager and no prior practice or precedent shall be construed to limit their making that determination that an employee is under the influence of drugs or alcohol and that employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

L. Grounds for Reasonable Suspicion include, but are not limited to factors such as:

- a. Slurred speech;
- b. Alcohol odor on breath;
- c. Unsteady walking and movement;
- d. Physical impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);
- e. An accident involving District property under circumstances that provide reasonable basis to believe that accident was likely to have been caused by impairment from drugs or alcohol;
- f. Physical altercation;
- g. Verbal altercation;
- h. Unusual behavior;
- i. Job impairment;

POLICY NO. 27 – SUBSTANCE ABUSE POLICY

- j. Possession of alcohol or drugs; or
- k. Information obtained from a reliable source with personal knowledge.

2. Any of the above factors, alone or in combination, may constitute Reasonable Suspicion. Managers and supervisors who have reasonable suspicion to believe that an employee is in violation of this Policy shall document the basis for this reasonable suspicion using the Observed Behavior - Reasonable Suspicion Record (included as Attachment B) and report promptly to the Human Resources Department.

L. Under the Influence of Drugs or Alcohol. The use or misuse of any of the following in a manner and to a degree that impairs the employee's work performance or ability to use District property or equipment safely:

- 1. Any alcoholic beverage;
- 2. Any illegal drug or substance, or
- 3. Any legal drug.

IV. POLICY

A. No Right of Privacy. The District respects the individual privacy of its employees. However, employee privacy does not extend to the employee's use of District-provided equipment, supplies, or property. Employees should be aware that the terms of this Policy limit their privacy in the workplace and that employees have no reasonable expectation of privacy with respect to District property, which may be searched at any time.

B. Employee Responsibilities

1. District employees must sign and submit to Human Resources the Acknowledgement of Receipt of this Policy (attached to this Policy), noting specifically that the employee has read, understood, and agreed to abide by the provisions of this Policy as a condition of continued employment.

~~G. Safety-sensitive Functions~~

~~The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of employees performing safety-sensitive functions. A safety-sensitive function includes, but is not limited to, employees who drive or are in readiness to drive one of the following District vehicles:~~

- ~~1) A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;~~
- ~~2) A vehicle with a gross vehicle weight of at least 26,001 pounds;~~
- ~~3) A vehicle designed to transport 16 or more passengers, including the driver; or~~
- ~~4) A vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.~~

POLICY NO. 27 – SUBSTANCE ABUSE POLICY

~~Additionally, for the purposes of this policy, safety-sensitive functions will include any District jobs so deemed by the District or law.~~

~~5. Implementation~~

~~A. Substance Abuse~~

~~The District will take disciplinary action up to and including termination for a violation of this policy. Specifically:~~

~~1) 2. District employees shall not consume or possess alcoholic beverages or be impaired by consumption under the influence of alcoholic beverages on District premises, property, or in District vehicles or at any time while on duty, on-call during meal or rest periods, or while on-call, while on stand-by, or while wearing a District uniform.~~

~~2) 3. District employees shall not possess, use, or be under the influence of drugs or other intoxicants while on District premises, on District property, or in District vehicles, or at any time while on duty, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.~~

~~4. District employees shall not use prescription drugs or any other substance legal drugs in a manner which that impairs their ability to perform their job properly and safely. Furthermore, prescription and other legal drugs shall be used only in the manner, combination, and quantity prescribed or otherwise indicated by the manufacturer. No prescription drug shall be brought upon District premises by any person other than the person for whom the drug is prescribed.~~

~~a. Recreational and Medical Marijuana: The District recognizes that the State of California has legalized the use of marijuana for recreational and certain medical uses. However, in accordance with state and federal law, the District treats recreational and medical marijuana the same as any other drug that is subject to regulation under this Policy. Moreover, although the use of marijuana is legally permissible in the State of California, it remains a prohibited and controlled substance under federal law. The District reserves the right to take any action under this policy when marijuana is involved, whether it is used for medical or non-medical purposes.~~

~~3) b. The District reserves the right to prohibit on-the-job use of any prescription or other legal drug for safety reasons. An employee who is unsure if a prescription drug might impair his or her ability to perform their job properly and safely, must advise his or her supervisor of the potential concern before the start of work. In doing so, employees are not required to disclose the name of a medication or the medical reason for taking the drug, but may instead focus on the potential for impairment in relation to assigned job duties.~~

~~5. Whether done directly by a District employee or through use of a third party, providing, storing, marketing, manufacturing, selling, offering to sell, trading, and distributing alcohol, drugs, or other intoxicants is strictly prohibited on District premises, on District property, or in District vehicles, and during any on-duty time, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.~~

~~4) The possession, use, providing, marketing, manufacturing, selling, and distribution of drugs or other intoxicants or being impaired by the use of drugs or other intoxicants by District employees, customers, or visitors while on District premises, property or in District vehicles is prohibited. Furthermore, the use of drugs or other intoxicants by District employees while on duty, on-call, or on stand-by is prohibited.~~

~~5) The possession of 6. Whether done directly by a District employee or through use of a third party, providing, storing, marketing, manufacturing, selling, offering to sell, trading, and distributing of drug paraphernalia, equipment, or substances which that can be used for the manufacture, storage, distribution, or use of drugs or alcohol by District employees is prohibited unless otherwise permitted.~~ is strictly prohibited on District premises, on District property, or in District vehicles, and during any on-duty time, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.

a. The possession and use of such items by District employees is also prohibited unless expressly permitted by a supervisor or manager for legitimate business reasons.

7. Employees must submit to alcohol and drug testing, and comply with any required follow-up procedures, when directed to do so in accordance with this Policy.

8. Employees must notify Human Resources in writing within five (5) days of any conviction based on violation of any state or federal drug statute relating to conduct in the workplace or while on District business. Employees must provide this notice to Human Resources whether or not the conviction has been or will be appealed.

~~6)9.~~ Failing to comply with any aspect of the District's drug or alcohol testing procedures as set forth in this policy or any other aspect therein Policy, or otherwise in violation of District policy, is grounds for discipline, up to and including termination.

### C. District Responsibilities

1. Supervisors and managers shall notify Human Resources when they have reasonable suspicion to believe that an employee may have violated the provisions of this Policy and shall document in writing the facts constituting the basis for reasonable suspicion. Where feasible, supervisors and managers shall use the District's Observed Behavior – Reasonable Suspicion Record (included as Attachment B to this Policy).

a. Where feasible, the employee's behavior should also be separately observed and documented by another manager or supervisor.



b. Additionally, where criminal activity is suspected, the appropriate law enforcement agencies or authorities and the Safety and Security Office shall be notified.

2. The Director of Human Resources, the General Manager, or either's designee may then direct an employee to submit to a drug and/or alcohol test in accordance with the guidelines set forth in this Policy. The employee will be detained for a reasonable time until he or she can be safely transported for testing, or to the employee's home at the employee's own cost.

3. Whenever an employee refuses an order to submit to a drug or alcohol test upon appropriate direction, the employee shall be reminded of the requirements of this Policy and the disciplinary consequences for his/her refusal. Such refusal may be considered insubordination and is grounds for disciplinary action up to and including termination.

4. The Director of Human Resources may also initiate an investigation at any time when he or she has reason to believe that any violation of this Policy has occurred. That investigation may include resources or individuals external to the organization. Regardless, all employees are required to cooperate with any District initiated investigation. The failure to do so may result in disciplinary action up to and including termination.

a. Upon completion of the investigation, the Director of Human Resources and other decision-makers as designated by the District will determine what action, if any, is to be taken, and will be administered in accordance with applicable District policy.

5. Neither the employee nor the personal property of any employee covered by this policy shall be physically searched without that employee's consent, for which the Director of Human Resources or his or her designee shall be present.

6. The District will pay the full cost of the first test that it has requested of an applicant or employee, including the reasonable cost of any transportation to and from the designated testing facility.

**BD.** Alcohol and Drug Testing Procedures

1. The District will use drug and alcohol testing and detection technologies to identify individuals who may have drugs, alcohol, intoxicants or metabolites in their bodies while at work or under certain circumstances. The District may also test employees it has reason to believe may be impaired or have otherwise violated this policy, or any other time as provided by law, in violation of this Policy. Testing will be administered by the medical facility designated by the District, according to its testing protocol.

~~Employees and/or supervisors who have reasonable suspicion to suspect a violation of this policy are to report that suspicion to the Director of Human Resources. The Director of Human Resources or designated personnel~~

~~representative or General Manager shall be the only District employees who may order alcohol and/or drug testing for reasonable suspicion.~~

~~The following circumstances require drug and/or alcohol testing:~~

~~1) 2. Pre-Placement Testing~~

~~All offers of employment with the District are made contingent upon completing and successfully passing an alcohol and drug screening test. This test will be conducted at the District's expense in conjunction with the pre-placement physical examination.~~

~~Individuals who test positive for alcohol and/or drugs will have their offer of employment rescinded, and will not become employed by the District.~~

~~2) Reasonable Suspicion Testing~~

~~A supervisor or manager, who has reasonable suspicion to believe that an employee is in violation of this policy, should inform the Human Resources Department of that suspicion.~~

~~If reasonable suspicion exists and the suspected employee is using a prescription drug, it is the employee's responsibility to disclose that fact.~~

~~3) Commercial Drivers License Testing~~

~~Employees who are required to maintain an active Class A or B state Drivers' License as a condition of their employment with the District must take and pass a drug and alcohol test as part of their Class A Drivers' License medical examination and obtain and/or renew their license.~~

~~4) Post Accident Testing~~

~~Employees working in safety sensitive functions may be required to submit to drug and alcohol testing if they are involved in an accident with a District vehicle that results in a fatality, results in injuries requiring transportation to a medical treatment facility; where one or more vehicles incurs disabling damage that requires towing from the site; or where the safety sensitive employee receives a citation under State or local law for a moving traffic violation arising from the accident.~~

~~Following an accident, the employee will be tested as soon as practicable.~~

~~Employees may not leave the scene of an accident in which they are involved without appropriate authorization or the medical necessity to do so. At the District's discretion, post-accident testing of employees may include the vehicle's operator, employees in the vehicle, and any other employee whose performance could have contributed to the accident.~~

~~5) Random Drug and Alcohol Testing~~

~~All employees performing safety sensitive functions are subject to random drug and alcohol testing as required or allowed by law.~~

~~In accordance with Department of Transportation (DOT) regulations the District will utilize a computer based random number selection method to identify those to be tested. Testing dates and times will be unannounced and will be with unpredictable frequency throughout the year. All testing will be conducted consistent with the procedures put forth by the DOT. Those selected for random testing must be tested within two (2) hours after notification.~~

~~Pursuant to DOT regulations, potential employers of former or current District employees applying for safety sensitive positions may submit a written request for information to the District. As required by DOT, the~~

POLICY NO. 27 – SUBSTANCE ABUSE POLICY

~~District will provide information about the employee's participation in drug and alcohol testing and the results of such testing for the preceding two-year period.~~

a. Applicants for positions that present a "special need" shall submit to drug and alcohol testing following receipt of a conditional offer of employment. The District shall designate whether the position presents a "special need" in the job description and the job announcement.

b. For purposes of pre-employment drug/alcohol testing, "special need" shall be defined to include the following categories of positions:

(1) Safety-Sensitive: Safety-sensitive positions include those positions with duties that are fraught with such risks to others that even a momentary lapse of attention can have disastrous consequences.

(2) Responsibility for Children: Positions that involve responsibility for children are those in which employees are directly responsible for protecting children or have continuous interaction or supervisory duties that put them in a position of influence over children.

(3) History of Drug/Alcohol Use: Positions that have a history of drug or alcohol use include those where the District has established the existence of documented problems with drug or alcohol use by employees in a particular position or particular department.

(4) Otherwise Required or Permitted by Applicable Law: Positions such as "Covered Employees" under Policy 27.1 (Commercial Drivers) for which applicable state or federal law requires pre-placement testing, or for which the District reasonably determines a special need for testing exists in accordance with applicable state or federal law.

c. Results: A positive result for a drug or alcohol analysis may result in the applicant not being hired. If a drug screen is positive at the pre-employment physical, the applicant may be requested to provide, within 24 hours of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name, or if the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

3. Alcohol/Drug Testing for Current Employees

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a. Current employees may be directed to submit to drug and/or alcohol tests in the following circumstances:

(1) Following a determination that reasonable suspicion exists in accordance with this Policy.

(2) When the employee is subjected to Return to Duty and/or Follow-Up Testing following the employee's return from rehabilitation and/or treatment.

b. Prior to the administration of any drug and/or alcohol testing, the District's testing provider shall attempt to obtain from the employee a completed and signed consent form. This form will document the employee's consent in writing to examination and testing and will authorize the release of such information to the District. Refusal by the employee to sign a consent form is considered insubordination and may be independent grounds for disciplinary action, up to and including termination.

c. Interference With a Required Test or Refusal to Cooperate: An employee will be subject to the same consequences as a positive test if he or she:

(1) Refuses the screening or test, by engaging in behavior such as refusal to provide a urine specimen, body fluid specimen, hair, or breath sample without a valid medical explanation; a verbal declaration of refusal; or physical absence;

(2) Adulterates, dilutes, contaminates, or tampers with the specimen, or attempts to do so;

(3) Substitutes the specimen with that of another person, or sends an imposter to provide a specimen, or attempts to do either act;

(4) Refuses to sign the required forms or documentation;

(5) Otherwise refuses to cooperate in the testing process in such a way that prevents conducting or completion of the test.

d. Results: If the drug screen is positive, the employee may be requested to provide, within 24 hours of the test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.

~~6) Post-Rehabilitation or~~ E. Voluntary Assistance Testing or Rehabilitation

1. In General. The District encourages those employees who think that they may have a problem with drugs and/or alcohol to seek voluntary assistance and

**POLICY NO. 27 – SUBSTANCE ABUSE POLICY**

rehabilitation at an early date. Accordingly, an eligible employee who decides to seek treatment or rehabilitation will not be subject to discipline solely because of seeking such treatment. However, the District also reserves the right to discipline employees, up to and including termination, who are found to have engaged in activity prohibited by this Policy, in accordance with Section 4.F, below.

2. Employee Assistance: The Employee Assistance Program (EAP) is available to assist employees in these efforts to overcome problems with drugs and/or alcohol. Information pertaining to such programs may be obtained by direct contact with the EAP agency or by contacting Human Resources.

3. Leave of Absence for Voluntary Receipt of Assistance and Rehabilitation:

a. The District may grant a leave of absence without pay in order to receive voluntary assistance and rehabilitation. Such a leave of absence shall be unpaid and subject to the requirements of applicable District policies regarding unpaid leaves of absences and available concurrent use of accrued paid leaves. The District reserves the right to deny such leave in accordance with applicable state or federal law if granting the leave would impose an undue hardship on the District.

**F. Consequences for Violation of Policy**

1. Discipline. Employees who receive a confirmed positive drug and/or alcohol result, or otherwise engage in conduct in violation of this Policy will be subject to discipline, up to and including termination of employment.

2. Discretionary Referral by District Following First Positive Test

an a. In addition to being subject to discipline, an employee who tests positive for drugs and/or alcohol ~~above the minimum thresholds set forth by the DOT will for the first time~~ may also be referred to a Substance Abuse Professional (SAP) selected by the District. The SAP will evaluate ~~to~~ the individual and determine ~~the need, if whether any, for~~ rehabilitation or assistance. is recommended.

~~Rehabilitation and assistance is available for employees who have tested positive on a one-time basis only.~~ b. Employees who fail a second test will be terminated. The District may require that subject to discipline, up to and including termination, and will not be eligible for rehabilitation and assistance costs (including subsequent testing costs) be paid by the employee under this Policy.

c. When recommended by the ~~Substance Abuse Professional (SAP)~~ SAP, and authorized by the District, participation and completion of the rehabilitation or assistance program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in

termination of rehabilitation and may subject the employee to additional discipline, up to and including termination.

(1) The employee may be granted a leave of absence without pay in order to participate in treatment and rehabilitation that has been authorized by the District. Such a leave of absence shall be unpaid and subject to the requirements of applicable District policies regarding leaves of absence and permissible concurrent use of accrued paid leaves.

#### G. Return to Duty

Following successful rehabilitation or receipt of assistance under either Section IV.E. or F. of this Policy and before returning to duty, an employee must agree to and sign a Return-to-Duty Agreement, and pass a return-to-duty drug and alcohol test, and submit to unannounced follow-up testing. The duration and frequency of follow-up testing will be determined by the SAP, but will not be shorter than one year or longer than five years. as a condition of continued employment with the District. By signing the Return-to-Duty Agreement, the employee promises to complete any specified treatment or rehabilitation program(s) and to comply with any follow-up testing and any other requirements stated therein. If the employee violates the Return-to-Duty Agreement, he/she will be subject to additional disciplinary action up to and including termination.

#### H. Confidentiality

1. Laboratory reports and/or test results shall not be included in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of Human Resources. The reports or test results may be disclosed to supervisors on a strictly need-to-know basis and to the tested employee upon request.
2. Disclosures, without employee consent, may also occur when:
  - a. The information is compelled by law or by judicial or administrative process;
  - b. The information has been placed at issue in a formal dispute between the District and the employee;
  - c. The information is to be used in administering an employee benefit plan; or
  - d. The information is needed by medical personnel for the diagnosis or treatment of the employee, when he/she is unable to authorize the disclosure.

#### I. Constitutionality

This Policy is intended to comply with applicable state and federal laws, including applicable state and federal constitutional guarantees. Should any provision of this Policy not conform to statutory, constitutional, or court restrictions, such non-conforming provision(s) shall no longer be enforced, but the remaining provisions shall remain in effect.

~~Employees who believe they have a problem with drugs and/or alcohol may request voluntary admission to a rehabilitation or assistance program. Requests must be submitted to the Director of Human Resources or his/her designee for review and referral through the District's Employee Assistance Program. Program costs and subsequent drug and alcohol testing costs will be paid by the employee.~~

~~An employee completing a rehabilitation program must agree to and sign a Return to Duty Agreement, pass a return to duty drug and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return to duty test or on the unannounced follow-up tests within a 36-month period will result in termination from employment.~~

~~7) **Re-Testing**~~

~~An employee who questions the result of a required drug and alcohol test performed under DOT guidelines may request that their original specimen be re-tested. This additional test may be conducted at the same laboratory or at a different Department of Health & Human Services certified laboratory. The test must be conducted on the split sample that was provided at the time as the original specimen was provided. All costs for such testing are to be paid by the employee unless the second test invalidates the original test. The request for a re-test must be submitted to the District's designated Medical Review Officer (MRO) within 72 hours of providing the original specimen. The District may, at its own discretion, consider requests for a re-test which are not made within the prescribed 72 hour limit.~~

~~8) **Refusal to Test**~~

~~An employee who refuses to cooperate with District testing procedures, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or~~

~~substitution shall be subject to disciplinary action up to and including termination. Refusal to submit to a request for testing includes, but is not limited to, failure to provide a urine specimen, body fluid specimen, hair, or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.~~

~~An employee in safety sensitive functions who refuses to submit to any required drug or alcohol test will be treated in the same manner as an employee who tested 0.04 or greater on an alcohol breath test, or tested positive on a drug test. Such an employee may be subject to disciplinary action, up to and including termination.~~

**9) — Cost of Testing**

~~The District will pay the full cost of the first test that it has requested of an applicant or employee, including the reasonable cost of any transportation to and from the designated testing facility.~~

**C. — Coordination with Employee Assistance Program**

~~The District encourages employees who feel that they have a problem with alcohol or drugs to seek assistance. Employees who take the initiative to disclose to the District a suspected or known drug or alcohol problem and who demonstrate a commitment to obtain help will be eligible for assistance under the District's Employee Assistance Program. Employees doing so will not be subject to disciplinary action. Employees may also contact the Director of Human Resources or the independent Employee Assistance Program Coordinator. (Please see Policy No. 26 – Employee Assistance Program, for further details).~~

**D. — Workplace Searches**

~~The District may at its discretion:~~

- ~~1) — Search District property, including but not limited to, desks, files, cabinets, lockers, equipment and vehicles;~~
- ~~2) — Search any vehicle brought upon or parked upon District premises; or~~
- ~~3) — Search any pocket, package, purse, briefcase, toolbox, lunchbox, or other container brought upon District premises.~~

**7. — Employee Responsibility**

~~Any employee, supervisor, or manager who becomes aware of conduct or suspects conduct which violates this policy shall immediately advise the Human Resources Department or the General Manager.~~

**8. — Administrative Responsibility**



**POLICY NO. 27 – SUBSTANCE ABUSE POLICY**

The Director of Human Resources is responsible for ensuring compliance with this policy.

**Adopted by IRWD Board of Directors on: May 14, 2007**

ATTACHMENT A  
IRVINE RANCH WATER DISTRICT  
SUBSTANCE ABUSE POLICY

ACKNOWLEDGEMENT FORM

By signing this acknowledgement I understand that I am subject to the requirements and procedures described in this Substance Abuse Policy, which implements and is intended to comply with applicable state and federal laws regarding substance abuse prevention and drug and alcohol testing in the workplace.

I further hereby certify that the District has provided me with a copy of this Policy.

I understand that the District will maintain a copy of this signed acknowledgment and I will be provided with a copy.

I HAVE READ AND UNDERSTAND THE ABOVE ACKNOWLEDGEMENT AND THE DISTRICT'S SUBSTANCE ABUSE POLICY.

\_\_\_\_\_  
Employee's Name (PLEASE PRINT)

\_\_\_\_\_  
Employee's Signature                      Date

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 29 — PREVENTION AND CORRECTION OF HARASSMENT POLICY, DISCRIMINATION, RETALIATION, AND ABUSIVE CONDUCT

#### 1. General Policy

The District is committed to providing a work environment that is free of discrimination ~~and~~, harassment, and retaliation. In keeping with this commitment, the District maintains a strict policy prohibiting harassment, including sexual harassment and takes reasonable steps to promptly correct discriminatory, harassing, and retaliatory conduct. This policy prohibits harassment in any form, including verbal, physical and visual harassment by or against any employee, intern, volunteer, applicant for employment, or vendor, or guest. This policy applies to all of the District's activities, wages, reviews, leaves, training, benefits, and all other conditions and terms of employment.

As a general guideline, harassment can be avoided if employees act professionally and treat each other with respect.

#### 2. Purpose of Policy

Federal and state law expressly prohibit discrimination and harassment of employees or applicants based upon race, color, national origin, religious creed, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical condition, age (40 and over), sexual orientation, sex, gender identity, gender expression, genetic information, military or veteran status, marital status, or any other basis protected by applicable state or federal law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

The purpose of this policy is to establish a means to protect employees, applicants for employment, or guests from harassment. Additionally, this policy enforces the District's long-standing policy that all employees, applicants for employment, and guests should be able to enjoy a work environment that is free from all forms of unlawful discrimination or harassment. Discrimination, harassment, and retaliation constitute misconduct that can decrease work productivity, decrease morale and cause emotional and physical damage. Incidents of discrimination, harassment, or retaliation can result in serious economic implications such as high turnover, ineffective use of time during working hours, costly salaries paid for nonproductive work hours, and employee absences due to hearings and meetings related to discrimination, harassment, and retaliation complaints.

The further purpose of this Policy is to define and forbid discriminatory, harassing, and retaliatory conduct, to prohibit the condoning or perpetuating of such conduct, and to provide an efficient means for reporting and resolving complaints of discrimination, harassment, or retaliation against any individual who reports discrimination, harassment, or retaliation or who participates in an investigation of such reports.

**3. Definition of Terms**

**A. Harassment Employee**

Any individual under the direction and control of the District under any appointment or contract of hire or apprenticeship, express or implied, oral or written. For purposes of this Policy, the term “employee” includes any individual who is an unpaid intern or volunteer of the District. The inclusion of any individual, including but not limited to unpaid interns and volunteers, in the definition of “employee” for purposes of this policy should not be interpreted to affect the applicability of any other policy or procedure of the District.

**B. Legally Protected Category/Legally Protected Characteristic**

State and federal employment discrimination laws prohibit discrimination against employees, applicants or guests on the basis of race, Race, color, national origin, ancestry, religious creed, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, disability, or any other protected basis. This includes harassment of such individuals on such basis. Additionally, the District prohibits harassment of any employee, for any reason, as a matter of internal policy: (over 40), physical or mental disability, medical condition, pregnancy, childbirth or related medical condition, physical or mental disability, medical condition, age (40 and over), genetic characteristics or information, military or veteran status, or any other protected basis under state or federal law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

**C. Discrimination**

Discrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated because the employee is a member of a Legally Protected Category.

**D. Harassment**

Harassment is any verbal, visual, or physical conduct based on an employee’s membership in a Legally Protected Category that creates an intimidating, hostile or otherwise offensive working environment. Such conduct constitutes harassment when:

1. Submission to the conduct is made either an explicit or implicit condition of employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision; or
3. The conduct unreasonably interferes with an employee’s work performance by altering the work conditions so that a reasonable person may find it more difficult to do the job, or creates an intimidating, hostile or offensive work environment.

**POLICY NO. 29 — PREVENTION AND CORRECTION OF HARASSMENT-POLICY,  
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Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, computer images, or cartoons regarding an employee's Legally Protected Characteristic.

Harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, or harassment by third parties doing business with or for the District.

**E. Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature all may constitute sexual harassment when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance **by altering the work conditions so that a reasonable person may find it more difficult to do the job,** or creating an intimidating, hostile or offensive working environment.

This definition includes potential forms of offensive behavior, such as the following:

1. Unwanted sexual advances.
2. Visual conduct, such as leering, making sexual gestures, displaying of sexually explicit jokes, derogatory images, and comments about an employee's body or dress.
3. Verbal sexual advances or propositions.
4. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.
5. Physical conduct, such as touching, assault, impeding, or blocking movements.
6. Retaliation for reporting harassment or threatening to report harassment.

**B. Sexual Harassment**

Sexual harassment is a form of sex discrimination, and is an "unlawful employment practice" under Title VII of the 1964 Civil Rights Act, as well as under state law. Sexual harassment may be deemed to occur when a hostile work environment is created because of an employee's sex. It may also be deemed to occur when employment benefits are offered or conditioned on an exchange of sexual favors. It is a personal affront to the affected person, and negatively impacts morale, motivation, and job performance. Unwelcome sexual advances, requests for sexual favors, and other unwelcome verbal or physical conduct of a sexual nature all may constitute sexual harassment. Sexual harassment includes many forms of offensive behavior and may include **gender-based** harassment of a

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person of the same or opposite sex as the harasser. Following is a partial list of behavior that may, if sufficiently egregious, constitute sexual harassment:

- 1) A manager or supervisor's decision to hire or fire is conditioned on submission to sexual advances;
- 2) Other employment decisions like pay, promotion, or job assignment are based on submission to sexual advances;
- 3) Offering employment benefits in exchange for sexual favors;
- 4) Unwelcome sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- 5) Making or using derogatory comments, epithets, slurs or jokes.

Sexual harassment need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a subordinate, or harassment by third parties doing business with or for the District.

**F. Abusive Conduct**

Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests, even when not due to an employee's Legally Protected Characteristic. It may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Workplace bullying, including off-duty cyber-bullying of employees, is strictly prohibited. While abusive conduct and bullying are not per se unlawful, such conduct does violate District policy and will not be tolerated.

**G. Retaliation**

Taking adverse action against any employee because of (1) the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination, harassment, retaliation, or abusive conduct or (2) because of the employee's participation in an employment discrimination, harassment, or retaliation investigation, proceeding, or hearing. or (3) because of such opposition or participation by a family member or close associate of the employee.

**1. Protected Opposition**

Protected opposition to perceived discrimination, harassment, retaliation, or abusive conduct includes, but is not limited to, threatening to file a discrimination, harassment, or retaliation complaint with any federal or state agency, or court, or complaining or protesting about alleged discrimination, harassment, retaliation, or abusive conduct to a supervisor, manager, co-worker, or other official. Protected opposition also includes a complaint or protest made on behalf of another

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employee or made by the employee's representative. The District also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights. Opposition not made in good faith, or made in a manner which disrupts the workplace, or which constitutes an unlawful activity, or which includes badgering or threatening of employees or supervisors is not protected.

**2. Protected Participation**

Protected participation includes, but is not limited to, filing a charge, testifying, assisting, or participating in any manner in an investigation under this Policy, or in a proceeding, hearing or litigation under federal or state discrimination, harassment, or retaliation statutes, at other hearings regarding protected employee rights, such as unemployment compensation proceedings, and making requests for reasonable accommodation of a Legally Protected Characteristic.

**3. Adverse Action**

Adverse actions include, but are not limited to, the following acts: disciplinary actions, negative performance evaluations, undesirable transfer, undesirable assignments, negative comments, unwarranted criticism, actions that harm the employee outside the workplace, undesirable change in benefits, undesirable change in work schedule, unwarranted exclusion from meetings or events, or undesirable change in work duties.

**H. Supervisor**

Any individual having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct other employees, or to adjust their grievances, or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Employees who have questions regarding these definitions or are uncertain what constitutes discrimination, harassment, sexual harassment, retaliation, or other prohibited conduct under the District's policy should contact a supervisor or Human Resources.

**4. Making Discrimination, Harassment, Retaliation, or Abusive Conduct Complaints**

**A. In General**

The District's complaint procedure provides for an immediate, thorough, impartial, and objective investigation of every discrimination, harassment, retaliation, and abusive conduct claim, appropriate disciplinary action against one found to have engaged in prohibited discrimination, harassment, retaliation, or abusive conduct, and appropriate remedies to any victim of discrimination, harassment, retaliation, or abusive conduct. The District encourages reporting of all perceived incidents of discrimination, harassment, retaliation, and abusive conduct.

**4.B. Complaint Procedure to Report Harassment**

1. The District cannot resolve discrimination, harassment, retaliation, or abusive conduct unless the District is aware of the situation. The District relies upon its employees to bring those concerns to the attention of the District so that the necessary steps can be

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taken to correct the situation, and all employees are encouraged to do so. Accordingly, any employee, applicant, or guest who believes he or she has been harassed, discriminated or retaliated against or subjected to abusive conduct should promptly report the facts of the incident/incidents and the name(s) of the individual(s) involved to his/her immediate supervisor, any supervisor, Human Resources or to the General Manager.

2. Complaints can be made verbally or in writing and should include the following information:

- a. The employee's name and position title.
- b. The name of the person or persons committing the discrimination, harassment, or retaliation, including their title(s).
- c. The specific nature of the discrimination, harassment, retaliation, or abusive conduct, how long it has been going on, and any adverse employment action, demotion, failure to promote, dismissal, refusal to hire, transfer, etc., taken against the victim as a result of the harassment, if applicable, or any other threats made against the victim as a result of the harassment.
- d. Witnesses to the discrimination, harassment, retaliation, or abusive conduct, if any.
- e. Whether the victim previously has reported such discrimination, harassment, retaliation, or abusive conduct and, if so, when and to whom.
- f. Notification to the District is essential. Employees may be assured that they will not be penalized in any way for filing a good faith complaint of potential discrimination, harassment, retaliation, or abusive conduct.

**ALL EMPLOYEES SHOULD NOTE THAT THE FAILURE TO USE THE DISTRICT'S COMPLAINT PROCEDURE MAY HAVE AN ADVERSE EFFECT ON ANY CLAIM UNDER THIS POLICY IF SUCH CLAIMS ARE LITIGATED.**

**C. Reporting Obligations**

1. Any supervisor who receives a complaint of discrimination, harassment, retaliation, or abusive conduct; witnesses discrimination, harassment, retaliation, or abusive conduct; or has any reason to believe that discrimination, harassment, retaliation, or abusive conduct may have occurred in the workplace is required to report the conduct immediately to Human Resources.

2. A supervisor will be subject to discipline for failing to report offensive conduct that potentially constitutes discrimination, harassment, retaliation, or abusive conduct if the supervisor knew or should have known of the offensive conduct in the normal course and scope of his/her supervisory duties.

3. All other employees who observe or are advised about the discrimination, harassment, retaliation, or abusive conduct involving another employee are encouraged to report the conduct to a supervisor or to Human Resources.



**D. The District's Response to Reports or Complaints**

**1. Investigation of Complaints**

~~Any employee, applicant, or guest who believes he or she has been harassed should promptly report the facts of the incident/incidents to the Director of Human Resources (or the Human Resources Manager in the absence of the Director) or to the General Manager (or the Assistant General Manager in the absence of the General Manager). Harassment claims will a. All incidents of discrimination, harassment, retaliation, and abusive conduct that are reported must be investigated appropriately by the District so that corrective and preventive actions can be promptly taken.—Disciplinary action resulting from any investigation will follow the guidelines set forth by the District's Human Resources Department. This procedure is found in the Disciplinary Process—Guidelines for Managers and Supervisors (available in the Human Resources Department and at s:\Human Resources\Procedures\Disciplinary Process.doc). if warranted. The District will promptly undertake or direct an effective, thorough, impartial, and objective investigation of the allegations, which will be conducted by qualified personnel.~~

~~b. The investigation will include obtaining information from the accused and anyone who may have been a witness to the alleged misconduct. Statements made in the course of the investigation will be kept as confidential as practicable.~~

**5. Employee Responsibility**

~~Any employee, supervisor, or manager who becomes aware of conduct which violates this policy should immediately advise the Director of Human Resources (or the Human Resources Manager in the absence of the Director) or the General Manager (or the Assistant General Manager in the absence of the General Manager) to assure that such conduct does not continue.~~

~~Any employee who reports a problem to any representative of the Human Resources Department or to the General Manager will not be retaliated or discriminated against in any way.~~

**6. Administrative Responsibility**

~~The Director of Human Resources is responsible for ensuring compliance with this policy.~~

~~c. The District will document each complaint and track each investigation to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected.~~

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2. Intermediary Measures

Employees may be placed on a leave of absence, or subject to other intermediary measures, until the conclusion of the investigation.

3. Cooperation with the Investigation

- a. It is important for the complaining party, the accused party, and all persons interviewed as witnesses during the investigation to understand that it is a violation of this policy to discuss any confidential investigation matters with other employees, or to conduct separate investigations at any time. The District will not tolerate any employees who interfere with its own internal investigations, or internal complaint procedures.
- b. All employees involved in a workplace investigation into alleged discrimination, harassment, retaliation, or abusive conduct are required to fully and truthfully cooperate with the investigation. Failure to fully and truthfully cooperate with the investigation is grounds for disciplinary action, up to and including termination.
- c. All employees are prohibited from engaging in retaliation, as defined in Section 3.G., above.

4. District Determination and Corrective Action

- a. The District will make its determination based on the findings of the investigation and communicate that determination to the complaining employee, and to the accused. Parties are not entitled to copies of any notes or other written materials regarding the investigation, as these are considered to be confidential documents.
- b. If it is determined that the accused, or any other employee has violated District policies, appropriate corrective action will be taken. In addition, as part of the District's efforts to remedy the complaining employee's concerns, the complaining employee will be informed in general terms regarding any remedial measures and disciplinary actions imposed against the violator.
- c. The information and definitions set forth in Section 3, above, are based on the legal definitions of discrimination, harassment, and retaliation. In light of the District's duty to prevent the unlawful conduct defined in Section 3, and in light of the District's desire to have a professional and productive work environment, the District reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not fully rise to the legal standards or definitions set forth in Section 3 of this Policy. For example, the District may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive to another employee of the District, or did not involve a legally protected characteristic.

5. Intentionally False Complaints

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While the District vigorously defends its employees' right to work in an environment free of discrimination, harassment, and retaliation it also recognizes that false accusations of discrimination, harassment, or retaliation can have serious consequences. Accordingly, any employee who is found, through the District's investigation, to have deliberately and falsely accused another person of discrimination, harassment, or retaliation will be subject to appropriate disciplinary action, up to and including termination.

**6. Anonymity and Confidentiality**

- a. While the District will investigate anonymous complaints, the District strongly discourages anonymous complaints.
- b. **EMPLOYEES CHOOSING TO FILE A COMPLAINT ANONYMOUSLY MUST BE AWARE THAT ANONYMITY IN THE COMPLAINT PROCEDURE MAY COMPROMISE THE DISTRICT'S ABILITY TO COMPLETE A THOROUGH INVESTIGATION.**
- c. Employees should also be aware that should the District learn of the identity of an anonymous complainant, the District cannot guarantee that his/her identity will remain confidential, if the District determines in its discretion that disclosure is necessary to complete the investigation.
- d. The District will take all reasonable steps available to maintain the confidentiality of all complaints of discrimination, harassment, retaliation, and abusive conduct, as well as all information gathered during an investigation. However, the District retains sole discretion to determine whether disclosure of information is necessary to complete the investigation.
- e. All employees involved in the investigation of discrimination, harassment, retaliation, or abusive conduct complaints as either investigator(s), complainant(s), witness(es), or accused are required to keep all information related to the investigation confidential. Revealing such information is grounds for disciplinary action, except as expressly permitted by law, such as in discussion with a legal or employee representative.

**5. Employee's Duty to Disclose Benefits Received**

A. Employees are hereby informed that no supervisor, manager, or officer of the District, or other person or entity doing business with the District, is authorized to expressly or impliedly condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's acquiescence to any sexual demand.

B. To the contrary, all employees are instructed that they must refuse such demands and report them promptly either to their immediate supervisor or to Human Resources. Any employee who is found to have accepted any benefit from the District because he/she submitted to an unreported sexual demand will be disciplined appropriately.

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including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be similarly disciplined.

**6. Additional Enforcement Information**

In addition to the District’s internal complaint procedure, employees should also be aware that the Equal Employment Opportunity Commission (“EEOC”) and the Department of Fair Employment and Housing (“DFEH”) investigate and prosecute complaints of discrimination, harassment, and/or retaliation in employment.

Employees can contact the EEOC as follows:      Employees can contact the DFEH as follows:

<u>Los Angeles District Office</u>	<u>Los Angeles Office</u>
<u>255 East Temple, 4th Floor</u>	<u>320 West 4th Street, 10th Floor</u>
<u>Los Angeles, California 90012</u>	<u>Los Angeles, CA 90013</u>
<u>800-669-4000   800-669-6820 (TTY)</u>	<u>800-884-1684   800-700-2320 (TTY)</u>
<u>www.eeoc.gov</u>	<u>www.dfeh.ca.gov</u>

**7. Training and Policy Dissemination**

All employees who are hired by the District will be given a copy of this Policy, and will receive guidance from the District on its provisions and the District’s commitment to provide a workplace free from discrimination, harassment, and retaliation. In addition, all supervisory-, non supervisory and temporary employees will be trained in accordance with applicable requirements of the Fair Employment and Housing Act (Government Code § 12950.1) and implementing regulations. As a course of best risk management practices the District will provide such training to all other employees periodically.

**Adopted by IRWD Board of Directors on: March 9, 2009**

IRVINE RANCH WATER DISTRICT

PERSONNEL POLICIES AND PROCEDURES  
POLICY NO. 31 – UNIFORM – UNIFORMS, SAFETY FOOTWEAR, SAFETY  
EYEWEAR AND TOOLS POLICY

I. UNIFORMS

1. A. General Policy and Eligibility

The District provides uniforms to all employees who are required by their supervisor to wear uniforms as a condition of employment. These uniforms are provided as a ready substitute for the personal attire the employee would otherwise have to acquire and maintain. Uniforms are laundered, and maintained by the District at no cost to the employee, except as provided in this Policy. However, employees Employees are responsible for the safekeeping of all uniforms they are furnished. Violations of this Policy may subject employees to discipline, up to and including termination.

2. B. Standard Uniform Issue

1. Each employee required to wear uniforms a uniform as a condition of employment will be issued the following items, which shall comprise a standard uniform:

Aa. Eleven (11) shirts and/or t-shirts (short or long sleeve), or a combination totaling eleven (11). Standby personnel will be issued 14 shirts: (short or long sleeve, or a combination totaling fourteen (14)).

Bb. Eleven (11) pants and/or shorts, or a combination totaling eleven (11). Standby personnel will be issued 14 pants: fourteen (14) pants and/or shorts, or a combination totaling fourteen (14).

c. Up to five (5) pairs of coveralls.

2. Employees may be issued other accessory items such as jackets, windbreakers, hats and belts as determined by the District.

C. Any combination of (2) two of the following choices:

— One (1) lightweight windbreaker jacket

— One (1) heavy jacket

— One (1) IRWD Sweatshirt

D. One (1) belt

E. One (1) hat

F. Lab Coats for laboratory personnel only.

POLICY NO. 31 – UNIFORM POLICY

~~The District does allow shorts to be worn; however, shorts must be ordered from the uniform supply company and uniform full length pants shall not be cut off by the employee to make shorts. The items listed above are the only official IRWD uniforms to be worn by District employees. All uniform items shall be fitted by the uniform supply company and must be the appropriate size for the employee; i.e. no sagging or tight pants will be allowed due to potential safety hazards. The Department Director and the General Manager must approve any variation to this policy. IRWD-3. Employees may wear District issued t-shirts may be worn in lieu of uniform shirts as long as they are in good condition (i.e. no holes, stains, rips, tears, or fading). Non-IRWD-Non-District-issued shirts, t-shirts, IRWD Safety t-shirts, hats, pants or shorts are not permitted. Employees reporting to work who are not wearing the standard IRWD~~

~~issued uniform as defined in this policy may be sent home without pay. Repeat offenses may result in further 4. The items listed above are the only apparel authorized to be worn on-duty by District employees who are required to wear uniforms.~~

~~5. All uniform items shall be fitted by the uniform supply company and must be the appropriate size for the employee; i.e. no sagging or tight pants will be allowed due to potential safety hazards. Employees are responsible for reporting any sizing or fit issues to their supervisors.~~

~~6. Employees must report to work wearing the standard District-issued uniform as defined in this policy. Employees who are not dressed in a standard District-uniform may be required to change clothes before being allowed to commence work; in such case, the employee's compensable time will not start running until work commences, and will not be compensated for any time taken for that purpose.—Repeat offenses may result in disciplinary action.~~

~~3. Procedure to Order Uniforms~~

~~Each supervisor will be responsible for coordinating the issue of uniforms to new employees. Uniform issue is handled through the Michelson Operations Center Warehouse.~~

~~7. The Department Director, in consultation with Human Resources, may approve variations to this Policy, including, but not limited to reasonable accommodation of an employee's protected characteristic.~~

~~8. The District shall report to CalPERS as Special Compensation per 2 CCR 571, the following values for each issued article of uniform clothing for classic members:~~

<del>Button Shirt:</del>	<del>\$0.64/pay period per button shirt issued</del>
<del>T-Shirt:</del>	<del>\$0.25/pay period per T-shirt issued</del>
<del>Pants:</del>	<del>\$0.64/pay period per pants issued</del>
<del>Shorts:</del>	<del>\$0.64/pay period per shorts issued</del>
<del>Coverall:</del>	<del>\$1.32/pay period per coverall issued</del>

**4C. Maintenance Procedure and Safekeeping of Uniforms**

1. The District provides maintenance (laundry) service for employees required to wear uniforms as a condition of employment. ~~This maintenance service is coordinated through the Michelson Operations Center Warehouse Laundry service instructions will be provided by the supervisor.~~ District issued t-shirts must be laundered by the employee.

~~Soiled uniforms are to be bagged or bundled by each employee and brought to the Warehouse once per week on a day designated by the Warehouse. Freshly laundered uniforms from the previous week can also be picked up from the Warehouse once each week (day designated by the Warehouse).~~

2. In the event that a District issued jacket, sweatshirt or t-shirt is damaged or worn out, a replacement will be issued upon the return of the old item. Employees can replace all other worn out or damaged ~~uniforms-uniform items~~ through the Purchasing Department warehouse. Normal wear and tear is expected; however, abuse or loss of a garment may result in replacement cost to the employee and/or may subject the employee to discipline.

**5. Uniform Value Benefit Reporting**

~~IRWD is required to report to PERS the value of uniforms issued to employees who are required to wear District uniforms as a part of their job. This value will be added to the employer contribution reported to PERS each pay period. The tax on the value of the uniform benefit will be assessed to each employee on their payroll check.~~

**6D. Surrender of Uniforms**

**A. Change in Position and/or District Requirement to Wear Uniform**

~~There may be occasions when an employee is separates from District employment or is otherwise no longer required to wear a District uniform as a condition of employment (i.e., promotion, department transfer, etc.). ~~These employees are required to notify Warehouse personnel as soon as possible so that maintenance service can be canceled and further maintenance costs to the District will cease for the employee's account.~~ Such employees are required to surrender all uniform items to the Purchasing Department in a timely manner, or comply with any other instruction from their supervisor for surrender of uniform items, on or before their last date of employment.~~

**II. SAFETY FOOTWEAR AND EYEWEAR**

**A. General Policy**

~~Additionally, all uniforms will be surrendered to Warehouse personnel in a timely manner. Employees will be charged for uniforms for which they cannot account. Normal wear and tear is expected; however, abuse or loss of a garment will result in replacement cost to the employee.~~

**B. Termination of Employment**

**POLICY NO. 31—UNIFORM POLICY**

Employees who have been issued District uniforms as a condition of employment are required to surrender all uniforms to Warehouse personnel prior to their termination date. Employees will be charged for uniforms for which they cannot account. Normal wear and tear is expected; however, abuse or loss of a garment will result in replacement cost to the employee.

**6. Administrative Responsibility**

The Purchasing Department will be responsible for administering the uniform policy.

**IRVINE RANCH WATER DISTRICT  
PERSONNEL POLICIES AND PROCEDURES  
POLICY NO. 38 – SAFETY SHOE AND PRESCRIPTION SAFETY  
EYEWEAR POLICY**

**1. Purpose of Policy**

The purpose of the Safety Shoe and Prescription Safety Eyewear policy is to ensure The District is committed to ensuring that District employees are equipped with proper foot and eye protection for personal safety while performing their assigned job duties. Employees are responsible for wearing safety shoes and eyewear on the job when required, and will not be allowed to work without the appropriate footwear or eyewear.

**B. Safety Footwear**

**1. Shoe Specifications**

**a. General**

Employees are responsible for purchasing safety shoes with safety toes that meet the American Society for Testing and Materials (“ASTM”) F2412-05 and F2413-05 standards.

**2. Safety Shoe Specifics**

**A. Eligible Employees**

The following employee classifications are required to wear approved foot protection:

1) Department 10P, 20P & 70P employees in the following positions: Customer Service Field Technicians, Material Control Clerks, Mail Clerks, Conservation field personnel and all Purchasing Department employees when working in the warehouse and when conducting job walks.

2) Department 30P employees in the following sections: Construction/Inspection and Engineering personnel assigned to the field.

3) Department 40P & 50P employees in the following sections: Fleet Services, Preventive Maintenance, Construction and Repair, Systems Operations, Facilities Services, Mechanical Services, Electrical Services, Collections, Plant Operations, and Los Alisos Water Recycling Plant (LAWRP).

**b.** 4) Department 46P employees in the following sections: Environmental Compliance and Laboratory Services.

**B. Special Circumstances**



Other employee groups may be required to wear foot protection in some instances. This requirement and any ensuing reimbursement will be made at the discretion of the District's Safety & Security Office.

3. **Supervisor's Responsibility**

Supervisors and managers are responsible for ensuring that employees in their departments wear appropriate safety footwear and eyewear. Supervisors will not allow an employee to work if he/she is not wearing the appropriate safety footwear and/or eyewear. Laboratory personnel will wear shoes with non-slip soles. Shoes for this area will be evaluated for this purpose.

The laboratory environment is more at risk for spills and slipping hazards. ~~All others shall have a safety toe as required by~~ Accordingly, Laboratory personnel must the American Society for Testing and Materials (ASTM) F2412-05, and F2413-05, wear shoes with non-slip soles. Shoes for this area will be evaluated for this purpose.

c. Rubber Boots

Supervisors should encourage employees to use District-provided rubber boots when working in extremely wet situations to lengthen the useful life of safety shoes and boots.

4. **Employee's Responsibility**

2. Eligibility and Reimbursement Amounts

The amounts specified below represent the reimbursement amounts that eligible employees in each category will receive for purchases of safety footwear. Employees will not be reimbursed for more than one pair of shoes of each type in a calendar year. If employees spend less than the amount eligible for reimbursement, the remaining amount will not be carried forward or accumulated for reimbursement toward future purchases. Employees in any Category who require prescription shoes will be reimbursed up to a maximum of \$200.

a. Employees who spend the majority of the workday in the field performing construction, maintenance, or operations functions including mechanical work, shop work, and other functions which are predominantly performed outdoors ("Category 1") are required to wear approved foot protection. Such employees will be reimbursed up to \$200.00 per calendar year for safety footwear purchases.

i. Employees responsible for leak detection services ("Category 4") will also be reimbursed up to \$125.00 per calendar year for the purchase of walking shoes.

b. Employees who perform laboratory functions or eligible purchasing functions ("Category 2") are required to wear safety footwear when performing those

functions. Such employees will be reimbursed up to \$125.00 per calendar year for safety footwear purchases.

- c. Employees who spend 50% or more of the workday indoors, such as support personnel or other administrative personnel, (“Category 3”) are required to wear safety footwear when visiting areas where there is a heightened danger of foot injury. Such employees will be reimbursed up to \$125.00 every third calendar year for safety footwear purchases, or as required when a need is demonstrated.
- d. Employees in other classifications, departments and/or sub-departments may be required to wear foot protection in some instances. This requirement and any ensuing reimbursement will be made at the discretion of the District’s Safety & Security Office.
- e. The cost of shoe sprays for waterproofing and the cost of insoles, when requested, may be reimbursed at the discretion of the Safety & Security Office.

### **3. Purchase and Reimbursement Procedure**

#### **a. Selection from Mobile Store**

~~Employees are responsible for purchasing safety shoes that meet the ASTM F2412-05 and F2413-05 standard. Periodically, a mobile safety shoe unit will be at the District to sell safety shoes for the employees’ convenience. Only shoes meeting the ASTM F2412-05 and F2413-05 standards will be sold on the mobile safety shoe units that come to the District for the sale of safety shoes. Shoes purchased from retail stores must meet the same requirements. Employees are responsible for wearing safety shoes on the job when required, and will not be allowed to work without the appropriate footwear. Payment for shoes selected from an authorized mobile unit will be processed directly by the District, up to the maximum eligibility amount for the employee’s Category under sub-section 3, above.~~

#### **b. Independent Purchase from Retail Store**

Employees may purchase safety shoes from retail stores as long as the shoes meet the ASTM F2412-05 and F2413-05 standards. To be eligible for reimbursement, the employee must first submit the shoes to the District’s Safety & Security Office for inspection and approval. After obtaining approval, the employee must then submit the receipt to the District’s Safety & Security Office for reimbursement of actual cost, up to the maximum permitted for the employee’s Category under sub-section 3, above.

#### **c. Prescription Items**

To be eligible for the additional reimbursement for prescription items, such as orthopedic safety shoes, the employee must include a valid physician-provided prescription with the reimbursement request.

#### **4. Replacement**

#### **5. Safety Shoe Reimbursement**

##### **A. Reimbursement Amount**

~~Employees are divided into four categories in terms of determining their eligibility for safety shoe reimbursement. The categories are as follows:~~

~~**Category 1**— Employees with the majority of the workday spent in the field performing construction, maintenance, or operations functions including mechanical work, shop work, and other functions which are predominantly performed outdoors.~~

~~**Category 2**— Laboratory and some purchasing functions.~~

~~**Category 3**— Employees who spend 50% of the workday indoors, such as support personnel or other administrative personnel.~~

~~**Category 4**— Employees responsible for leak detection services.~~

~~Employees classified as Category 1 will be reimbursed up to two hundred dollars (\$200.00) per calendar year for safety footwear. Employees classified as Category 2 will be reimbursed up to one hundred twenty five dollars (\$125.00) per calendar year. Employees classified as Category 3 will receive one hundred twenty five dollars (\$125.00) every third calendar year or as required when a need is demonstrated. Employees classified as Category 4 will receive up to one hundred twenty five dollars (\$125.00) annually for the purchase of up to one pair of walking shoes per year in addition to any eligibility for Category 1 reimbursements. Any amounts not utilized may not be carried forward or accumulated.~~

##### **B. Reimbursement Procedure**

~~Employees must submit safety shoe purchase receipts to the District Safety & Security Office for reimbursement. A petty cash reimbursement form will be completed and approved by the Safety & Security Office and returned to the employee for processing by the Purchasing department. Petty cash reimbursements are limited to \$99.00. Shoe receipts exceeding this amount will be processed on a District Expense Report and submitted to Finance by the Safety & Security Office.~~

##### **C. Other Considerations**

~~Special shoes, such as orthopedic safety shoes, will be reimbursed. The annual allowance for these physicians prescribed shoes will be two hundred dollars (\$200.00) per year. Safety shoes that are worn out or unserviceable due to working conditions before the employee's next annual shoe allowance may be replaced on an exception basis. In such cases, the employee shall provide the worn shoes to the District Safety & Security Office for inspection. If the shoes are determined to be unserviceable, the employee will be authorized to replace the shoes with one additional pair of shoes up to the allowance described in section 5 A sub-section 3, above.~~

~~The cost of shoe sprays for waterproofing and the cost of insoles, when requested, will be reimbursed at the discretion of the Safety & Security Office and will not be deducted from an employee's shoe allowance.~~

Leak Detection employees are entitled to one pair of walking shoes per year, not to exceed \$125.00 annually.

C. Safety Eyewear

1. Eyewear Specifications

- a. All safety eyewear must meet the ANSI Z87 standard.
- b. Prescription safety eyewear must also have permanently attached side shields.

6. Prescription Safety Eyewear 2. Eligibility and Reimbursement for Prescription Safety Eyeglasses

- a. Non-prescription safety glasses are provided by the District for all job tasks that require safety glasses. Employees are not eligible for reimbursement for purchases of non-prescription safety eyeglasses.

~~The Prescription Safety Eyewear Reimbursement Policy applies to b.~~ District employees who need prescription glasses and who are required to wear safety glasses as part of their normal job duties. ~~Non-prescription safety glasses are provided by the District for all job tasks that require safety glasses. To be eligible for District-provided prescription safety glasses, an employee must have a current prescription, obtained within the last 12 months. All safety eyewear must meet ANSI Z87 standard. Prescription safety eyewear will have permanently attached side shields. The eligible classes of employees are detailed in Paragraph 2.A. of this policy. are eligible for reimbursement for purchase of prescription safety glasses. Such employees will reimbursed for the cost of prescription~~

A. Reimbursement Amount

~~The maximum allowance for single vision, bifocal, and trifocal glasses will be as determined through safety eyewear, as set by the annual agreement with the provider. Contact the Safety & Security Office for these allowances for the current year District's authorized optical provider(s), not to exceed \$225.00 per employee a maximum of \$225.00. Employees may elect choose to pay for options in excess of the approved allowance.~~

B3. Reimbursement Procedure for Prescription Safety Eyeglasses

- a. The amount specified above represents the maximum possible reimbursement that eligible employees will receive for purchases of prescription safety glasses. Employees will not be reimbursed for more than one pair of glasses of each type in a calendar year. If employees spend less than the amount eligible for reimbursement, the remaining amount will not be carried forward or accumulated for reimbursement toward future purchases. Any amount exceeding the allowance is the responsibility of the employee.

b. To be eligible for reimbursement under this policy, employees are required to follow this procedure:

1) ~~Complete a Prescription Safety Eyewear Application Form (available i. The employee must request a referral form from the Safety & Security Office). The Safety & Security Office will approve the application and supply the employee with a referral form with the name and address of the an approved optometrist/optical provider.~~

2) ~~ii. The employee must use a current prescription (obtained within the last 12 months), or may obtain a new prescription by having his/her eyes checked and covered under the District's group vision coverage.~~

3) ~~iii. The Application Form/referral form and prescription are then taken to the District's designated optometrist/optical provider for the employee to select his/her eyewear and for initial measurement.~~

4) ~~After receipt of the safety eyewear from the optometrist, the eyewear is fitted and adjusted to the employee's satisfaction.~~

5) ~~Any amount exceeding the allowance is the responsibility of the employee.~~

~~C. Special Restrictions and Clarifications~~

~~The prescription safety glass allowance is available to eligible employees once in a calendar year. Any money not utilized may not be carried forward or accumulated.~~

~~7. Administrative Responsibility~~

~~The District Safety & Security Office is responsible for the administration of this policy.~~

4. Replacement

Prescription eyeglasses that are broken or scratched, or that become ineffective due to significant change in an employee's prescription or that otherwise become unusable due to working conditions before the employee's next annual allowance may be replaced on an exception basis. In such cases, the employee shall provide the prescription eyeglasses to the District Safety & Security Office for inspection. If the eyeglasses are determined to be unserviceable, the employee will be authorized to replace the prescription eyeglasses with one additional pair of prescription eyeglasses up to the allowance described in subsection 2, above.

III. VEHICLE/EQUIPMENT MAINTENANCE TOOL REIMBURSEMENT

Vehicle/Equipment Maintenance employees may submit a request for reimbursement of expenses incurred for the purchase of tools necessary to

**POLICY NO. 31 – UNIFORM POLICY**

\_\_\_\_\_ perform the essential functions of the job duties as approved by the Department Director, up to a maximum reimbursement amount of \$750 per Fiscal Year subject to approval by the Fleet/Facilities Manager.

**Adopted by IRWD Board of Directors on: ~~September 10, 2012~~ \_\_\_\_\_**

**~~Adopted by IRWD Board of Directors on: March 9, 2009~~**

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 37 - COMMUTER TRIP REDUCTION (RIDESHARING) PLAN

#### 1. Purpose of Policy

The purpose of the Commuter Trip Reduction Plan of the District is threefold:

- A. To fulfill any requirements of the City of Irvine, the South Coast Air Quality Management District or any other regulatory agency.
- B. To reduce energy consumption, air and noise pollution, and traffic congestion.
- C. To provide an incentive to the employee for participation in the District's Commuter Trip Reduction Plan.

#### 2. Qualifying Carpools

The categories of eligible car and vanpools are as follows:

##### A. Vanpools – Contracted Commuter Vanpool

###### 1) District Agreement

The District will contract with a provider to furnish appropriately equipped vehicles to be used for the development and operation of transportation pools and will provide fuel, toll road transponders and washing access for the vehicles. Oil and maintenance of the vehicles will be the responsibility of the ~~Commuter Vanpool~~ provider.

###### 2) Vanpool Participant Agreement

~~VanPool~~ drivers are required to ~~sign-enter into an Vanpool Cooperative Agreement~~ provided by the contracted ~~commuter vanpool~~ provider. Alternate drivers are also required to complete an agreement provided by the contracted ~~commuter vanpool~~ provider. ~~Forms are available from the District Safety & Security Office.~~

The District will cost share with participating employees in the commuter vanpool program.

~~The District participates in the Orange County Transportation Authority (OCTA) commuter van subsidy program.~~ All vanpool participants are also required to complete an OCTA commuter agreement form. ~~thus insuring Transportation Authority Subsidy.~~

###### 3) ~~OCTA Agreement~~

## POLICY NO. 37 - COMMUTER TRIP REDUCTION (RIDESHARING) PLAN

### B. Car pools - Employee Owned Vehicles

#### 1) District Agreement

The District will ~~pay a cash~~ provide a monetary incentive to employees who organize and operate car pools using their own vehicles, as well as to employees who ride in ~~organized such a~~ car pools. The travel route must be between work and home. Participants in this program will be required to enter into either a Private Vehicle Passenger Agreement or a Private Vehicle Driver Agreement, as applicable. Agreements are available and kept in the District Safety & Security Office.

### C. Additional Commuter Pools

#### 1) Cycle Commuters

~~The District will provide a monetary incentive to E~~ Employees who use a bicycle to commute to and from work. ~~will be paid an initial cash incentive plus a per mile cash incentive.~~ Participants in this program ~~are will be~~ are required to enter into a Bicycle Commuter Cyclist Agreement with the District (available and kept in the Safety & Security Office). The travel route must be between work and home.

#### 2) Walking Commuters

~~The District will provide a monetary incentive to E~~ Employees who walk to and from work. ~~will be paid a per mile cash incentive.~~ Participants in this program ~~are will be~~ are required to enter into a Commuter Agreement with the District. (available and kept in the Safety & Security Office).

#### 3) Public Transportation/Outside Transportation Pools

~~The District will provide a monetary incentive to E~~ Employees ~~who using~~ who using public transportation or who participate in an outside car or van pool to commute to and from work. ~~will be paid a cash incentive.~~ Participants ~~who use public transportation in this program will be are~~ are required to enter into a Public Transportation-Commuter Agreement with the District. Participants who participate in an outside car or van pool are required to complete a Drop Off At Work Car/Van Pool Participant Agreement with the District (available and kept in the Safety & Security Office).

With the approval of the General Manager, employees who ride the Metrolink may park a District vehicle at the Metrolink Train Station provided there is twenty-four hour security at the station.

### 3. Emergency and Non-Emergency Transportation

Employees participating ~~any of the in the trip Reduction~~ any of the ~~programs described in this policy~~ programs described in this policy are encouraged to plan ahead for non-emergency transportation needs that may arise in the course of a regular scheduled workday in accordance with Personnel Policy



## POLICY NO. 37 - COMMUTER TRIP REDUCTION (RIDESHARING) PLAN

No. 50 – Vehicle and Equipment Usage. Contract commuter vans and District-owned pool vehicles will not be available to employees to attend medical appointments, ~~to purchase and/or attend lunch, to attend to other run-personal business, appointments, etc.~~

In the event of a family or other emergency arising during the course of a regular scheduled workday, the District will provide emergency transportation to any employee participating in the programs described in this policy. ~~Trip Reduction program.~~

### 4. **Payment of Incentives**

Monetary incentives will be paid on a monthly basis to employees who participate in the programs described in this policy. ~~Trip Reduction program.~~ Drivers, passengers, and riders are responsible for accurate and timely reporting. No incentive payment will be made for any day in which driver and passenger reporting does not agree. No retroactive adjustments will be made to incentive payments.

Employees receiving incentive payments under this plan are ineligible for incentive payments for the same activity under any other District program.

Incentives, including monetary incentives, will be reviewed from time to time and may be changed upon approval by the General Manager, ~~and the Board of Directors.~~ The current incentive schedule is distributed by the Safety & Security Office and will be updated and distributed to participants upon any changes made by the General Manager. ~~may be changed from time to time by action of the Board of Directors.~~

Additional incentives, such as prize drawings may also be included in this program.

### 5. **Tax Implications for Commuter Incentives Received**

Monetary incentives received by employees of the District will be taxed at the time the incentive payment is received.

Additionally, federal and state governments may also consider the use of District owned vehicles for transportation to and from work as a taxable benefit to the driver. ~~The Payroll Section of the District's Finance Department will be responsible for calculating this benefit and notifying employees of potential tax implications.~~

### 6. **Liability Responsibility**

All participants in the Rideshare Program must sign an agreement releasing the District, its directors, officers, employees and agents, from any and all claims, suits, actions, investigations, and proceedings, and related costs and expenses (including attorney's fees), arising out of or in connection with their participation in the Commuter Trip Reduction (Ridesharing) Program.

### 7. **Exclusive Authority**

~~The General Manager and the Board of Directors reserve the right to change or discontinue the Commuter Trip Reduction Plan at any time.~~

### 8. **Administrative Responsibility**

## POLICY NO. 37 - COMMUTER TRIP REDUCTION (RIDESHARING) PLAN

~~The Safety & Security Office under the direction of the Director of Human Resources will be responsible for administering the Commuter Trip Reduction Program upon direction and approval from the General Manager and Board of Directors.~~

### 89. **Wireless Vehicle Management**

Vehicles owned by the District, leased by the District, or otherwise controlled by the District are subject to remote monitoring. Remote monitoring is intended to provide the district with the ability to account for the vehicles at all times. Remote monitoring includes, but is not limited to, the ability to monitor vehicle location, vehicle starts and stops, and vehicle speed.

### 910. **Employee Driving Standards**

Participants in The Commuter Trip Reduction (Ridesharing) Plan must adhere to the Irvine Ranch Water District Personnel Policy No. 43- Employee Driving Standards and agree to the teams of employee responsibilities as outlined.

**Adopted by IRWD Board of Directors on: ~~September 10, 2012~~**

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 40 – AMERICANS WITH DISABILITIES ACT (ADA) POLICY 7 – DISABLED APPLICANTS AND EMPLOYEES

#### I. IN GENERAL

##### 1. Purpose of Policy

The purpose of this policy is to comply with the Americans with Disabilities Act (ADA) which was signed into law on July 26, 1990.

##### 2. Summary of the ADA

The ADA is a federal antidiscrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities. When an individual's disability creates a barrier to employment opportunities, the ADA requires employers to consider whether reasonable accommodation could remove the barrier, and to reasonably accommodate the individual, unless the accommodation would constitute undue hardship. The ADA does not relieve a disabled employee or applicant from the obligation to perform the essential functions of the job.

##### 3. ADA – Specific Titles of the Law

The ADA contains five separate Titles, which include:

##### A. Employment

Title I of the Act prohibits employers from discriminating on the basis of an individual's disabilities. This Title applies to all facets of employment, including application for employment and all terms of employment.

##### B. Public Services

Title II of the Act requires public entities involved in public transportation services to upgrade facilities and modes of transportation to provide readily accessible services to disabled individuals.

##### C. Public Accommodations

Title III of the Act prohibits discrimination in places of public accommodations and requires affirmative action by private entities operating public transportation services in terms of upgrading facilities for the benefit of disabled persons.

##### D. Telecommunications Relay Services

Title IV of the Act requires carriers of telephonic services to provide equal communication opportunities to disabled persons.

##### E. Miscellaneous Provisions

Finally, Title V of the Act provides for certain miscellaneous considerations, such as state immunity, attorneys' fees, and prohibits retaliation for private actions taken under available discrimination remedies.

For purposes of this policy, focus is placed on Title I regarding employment. A copy of the entire law, including Titles II through V, and the interpretation by the Equal Employment Opportunity Commission is kept on file in the Human Resources Department.

#### ~~4. — Practices and Activities Covered by the Employment Nondiscrimination Requirements~~

~~The ADA prohibits discrimination. The federal Americans with Disabilities Act (“ADA”) and the California Fair Employment and Housing Act (“FEHA”) prohibit discrimination against applicants and employees in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment, on the bases of physical disability or mental disability. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.~~

#### ~~5. — Employment Discrimination Protection Under the Act~~

~~Employment discrimination is prohibited against “qualified individuals with disabilities.” Persons discriminated against because they have a known association or relationship with a disabled individual also are protected. The ADA defines an “individual with a disability” as a person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.~~

~~The first part of the definition makes clear that the ADA applies to persons who have substantial, as distinct from minor, impairments, and that these must be impairments that limit major life activities such as seeing, hearing, speaking, walking, breathing, performing manual tasks, learning, caring for oneself, and working at a broad class or category of jobs. An individual with a minor, nonchronic condition of short duration, such as a sprain, infection, or broken limb, generally would not be covered.~~

~~The second part of the definition would include, for example, a person with a history of cancer that is currently in remission or a person with a history of mental illness.~~

~~The third part of the definition protects individuals who are regarded and treated as though they have a substantially limiting disability, even though they may not have such an impairment. For example, this provision would protect a severely disfigured qualified individual from being denied employment because an employer feared the “negative reactions” of others.~~

#### ~~6. — “Qualified Individual with a Disability”~~

~~A qualified individual with a disability is a person who meets legitimate skill, experience, education, or other requirements of an employment position that he/she holds or seeks, and who can perform the essential functions of the position with or without reasonable accommodation. Requiring the ability to perform essential functions assures that an individual will not be considered unqualified simply because of inability to perform marginal or incidental job functions. If the individual is qualified to perform essential job functions except for limitations caused by a disability, the District must consider whether the individual could perform these functions with a reasonable accommodation. If a written job description has been prepared in advance of advertising or interviewing applicants for a job, this will be considered as evidence, although not necessarily conclusive evidence, of the essential functions of the job.~~

## II. MEDICAL EXAMINATIONS

A. Depending on the essential functions of a position, a medical examination may be required for:

7. No Preference to a Qualified Applicant with a Disability over other 1. Applicants who have received a conditional offer of employment;

2. Employees returning to work from a medical leave of absence, where permitted by applicable law or District policy.
3. Any other employee, when a supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, an employee's dexterity, coordination, alertness, vision acuity, concentration, response to criticism, interactions with the public, co-workers, or supervisors, and an employee's own report of potential unfitness.

~~The District is free to select the most qualified applicant available and to make decisions based on reasons unrelated to the existence or consequence of a disability. For example, if two persons apply for a job opening as a typist, one a person with a disability who accurately types 50 words per minute, the other a person without a disability who accurately types 75 words per minute, the District may hire the applicant with the higher typing speed, if typing speed is needed for successful performance of the job.~~

8. ~~Reasonable Accommodation~~

4. The results of all medical examinations will be kept confidential. Examination results will be kept in the employee's confidential medical file.

### III. REASONABLE ACCOMMODATION

- A. Reasonable accommodation is a modification or an adjustment to a job or the work environment that will enable a qualified applicant or employee with a disability to perform essential job functions. Reasonable accommodation also includes adjustments to ~~assure~~ ensure that a qualified individual with a disability has rights and privileges in employment equal to those of non-disabled employees.
- B. Examples of reasonable accommodation include making existing facilities used by employees readily accessible to and usable by an individual with a disability; restructuring a job; modifying work schedules; temporary leave(s) of absence, acquiring or modifying equipment; providing qualified readers or interpreters; or appropriately modifying examinations, training, or other programs. Reasonable accommodation also may include reassigning a current employee to a vacant position for which the individual is qualified, if the person becomes disabled and is unable to ~~do~~ perform the essential functions of the original job. However, there is no obligation to find a position for an applicant who is not qualified for the position sought.
- C. The District is not required to lower quality or quantity standards in order to make an accommodation, nor is it obligated to provide personal use items such as glasses or hearing aids. The District is also not required to create a new position or promote an employee as a reasonable accommodation.

- D. An applicant or employee who seeks a reasonable accommodation to perform one or more job functions must inform Human Resources, in person or in writing. The request must identify the job function(s) at issue, identify-explain-the limitations in question or the nature of the difficulty in performing the job function(s), identify the anticipated duration of the need for accommodation, and identify any suggested accommodations.
- E. An employee for whom a medical provider issues work restrictions or whom a medical provider places off work on a leave of absence must provide prompt written notice to Human Resources.
- F. Following receipt of a request for accommodation or medical notice of work restrictions, Human Resources may require additional information, such as documentation or clarification of work restrictions issued by a health care provider. The District will not require disclosure of medical diagnosis or genetic history.

#### IV. INTERACTIVE PROCESS

- A. The District will engage in the interactive process in accordance with the ADA/FEHA to determine whether a reasonable accommodation is available to permit a qualified applicant or employee with a disability to perform the essential functions of the position currently held or sought by that individual.

~~The decision as to the appropriate accommodation must be based on the particular facts of each case.~~ B. The District will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation to provide. In selecting the particular type of reasonable accommodation to provide, the principal test is that of effectiveness, i.e., whether the accommodation will enable the person with a disability to ~~do~~ perform the essential function(s) of the job in question. The District will not provide an accommodation that would impose an undue hardship upon the District.

- C. The District will provide the employee with written notice of any decisions made regarding requested accommodation(s).

#### Adopted by IRWD Board of Directors on:

~~A. Familiarity with Diverse Types of Disabilities to Know Whether To or How To Make a Reasonable Accommodation~~

~~The District is required to accommodate only a "known" disability of a qualified applicant or employee. The requirement generally will be triggered by a request from an individual with a disability, who frequently can suggest an appropriate accommodation. Accommodations must be made on an individual basis, because the nature and extent of a disabling condition and the requirements of the job will vary in each case. If the individual does not request an accommodation, the District is not obligated to provide one. If a disabled person requests, but cannot~~

suggest, an appropriate accommodation, the District and the individual should work together to identify one. There are also many public and private resources that can provide assistance without cost.

**B. ~~Limitations on the Obligation to Make Reasonable Accommodation~~**

The disabled individual requiring the accommodation, must be otherwise qualified, and the disability must be known to the District. In addition, the District is not required to make an accommodation if it would impose an "undue hardship" on its operations. "Undue hardship" is defined as "an action requiring significant difficulty or expense" when considered in light of the size, resources, nature, and structure of the District's operations.

**C. ~~Modification of Existing Facilities to Make Them Accessible~~**

The District may have to modify facilities to enable an individual to perform essential job functions and to have equal opportunity to participate in other employment-related activities. For example, if an employee lounge is located in a place inaccessible to a person using a wheelchair, the lounge might be modified or relocated, or comparable facilities might be provided in a location that would enable the individual to take a break with co-workers.

**9. ~~Pre-Employment Inquiry Regarding Disability~~**

If the applicant has a disability known to the District, the District may ask how he/she can perform the essential job functions because of the disability, and whether an accommodation would be needed. A job offer may be conditioned on the results of a medical examination, provided that the examination is required for all entering employees in the same job category regardless of disability, and that information obtained is handled according to the confidentiality requirements specified in the Act.

**10. ~~Safety Issues and the ADA~~**

The ADA expressly permits the District to establish qualification standards that will exclude individuals who pose a direct threat — i.e., a significant risk of substantial harm — to the health or safety of the individual or of others, if that risk cannot be lowered to an acceptable level by reasonable accommodation. The District should establish through objective, medically supportable methods that there is genuine risk that substantial harm could occur in the workplace. The ADA recognizes the need to balance the interests of people with disabilities against the legitimate interests of employers in maintaining a safe workplace.

**A. ~~Illegal Drugs and the ADA~~**

Individuals who currently engage in the illegal use of drugs are specifically excluded from the definition of a "qualified individual with a disability" protected by the ADA when an action is taken on the basis of their drug use.

A test for illegal drugs is not considered a medical examination under the ADA; therefore, the District may conduct such testing of applicants or employees and make employment decisions based on the results. (See Policy No. 27—Drug and Alcohol Policy).

11. — **AIDS and the ADA**

The legislative history indicates that Congress intended the ADA to protect persons with AIDS and HIV disease from discrimination.

12. — **Public Health Concerns**

No provision in the ADA is intended to take the place of the role of public health authorities in protecting the community from legitimate health threats. The ADA recognizes the need to strike a balance between the right of a disabled person to be free from discrimination based on unfounded fear and the right of the public to be protected.

13. — **Discrimination Based on "Relationship or Association"**

The ADA prohibits discrimination based on relationship or association in order to protect individuals from actions based on unfounded assumptions that their relationship to a person with a disability would affect their job performance, and from actions caused by bias or misinformation concerning certain disabilities. For example, this provision would protect a person with a disabled spouse from being denied employment because of an employer's unfounded assumption that the applicant would use excessive leave to care for the spouse. It also would protect an individual who does volunteer work for people with AIDS from a discriminatory employment action motivated by that relationship or association.

14. — **ADA Contact:**

**Office on the Americans with Disabilities Act**  
Civil Rights Division  
U.S. Department of Justice  
P. O. Box 66118  
Washington, D.C. 20035-6118  
(202) 514-0301 (Voice)  
(202) 514-0383 (TDD)

15. — **EEOC Contact:**

**Equal Employment Opportunity Commission**  
1801 L. Street NW  
Washington, D.C. 20507  
(800) 669-EEOC (Voice)  
(800) 800-3302 (TDD)



16. ~~Administrative Responsibility~~

~~The Director of Human Resources of the District is responsible for administration of this policy under the law. To ensure compliance with this policy, the Director of Human Resources will be responsible for all employment practices, including job application procedures, hiring, firing, advancement, compensation, training and other terms, conditions and privileges of employment. (See index for specific policies on each issue).~~

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES MANUAL

### POLICY NO. 45 - CONFLICT OF INTEREST POLICY

#### 1. Purpose of Policy

- A. The purpose of this Conflict of Interest Policy ("Policy") is to ensure that all District personnel (members of the Board of Directors and employees) comply with all applicable statutory and administrative requirements pertaining to conflicts of interest and their actions, duties and responsibilities on behalf of or in relation to the District. These matters include, but are not limited to, but include, "conflicts of interestsinterest," "potential conflicts of interest," "incompatible officesactivities" and other activities which might reflect adverselyunfavorably on the District or District personnel.
- B. District personnel shall conduct themselves in a manner so as not to give rise to improprieties or situations inconsistent with this Policy. Procedures, policies and records shallwill be established and maintained to verify that the Policy has been adhered to by all District personnel.
- C. District personnel shallmust recognize that this Policy, and applicable laws and regulations are concerned with not only actual conflict or wrongdoing, but also with the potential or appearance of conflict. District employeespersonnel shall not use the prestige or influence of their positions for personal gain or advantage.
- D. Unless otherwise expressly defined, the terms used in this Policy shall have the same meanings as in the California Political Reform Act (Title 9 of the California Government Code) Section 81000, et seq. and the regulations issued by the Fair Political Practices Commission (("FPPC")) pursuant to the Political Reform Act.

#### 2. Employee Responsibility

##### A. Compliance with Applicable Laws and Regulations

- A. All. District personnel shall comply with all applicable provisions of the Political Reform Act, the FPPC Regulations issued under the Political Reform Act, Section 1090 et seq. of the California Government Code (prohibitions on self-interest in contracts), and all other laws and regulations pertaining to conflicts of interest and, incompatible public offices: or incompatible activities. These include, but are not limited, to, the following requirements for:
- (1) **Reporting** of required economic interests required annually, and upon assuming office and leaving office, by employeespersonnel who are "Designated Persons" (as defined in the District's Conflict of Interest Code, Appendix A - which can be obtained from the District Secretary) on FPPC Form 700;
  - (2) Compliance with **prohibitions on the acceptance of gifts and honoraria,** including the acceptance of gifts by Designated Persons above the dollar limit per source set pursuant to by state law;

(3) **Disqualification** from participation in District decisions in which the ~~employee~~individual knows or has reason to know ~~the employee~~that he or she has a financial interest;

(4) ~~Ethics Training is required to be completed~~Completion of ethics training by employees/holding positions ~~who are~~ designated by the General Manager; to receive such training. Unless the General Manager ~~shall specify~~specifies other training requirements ~~and~~, intervals, ~~(1) the or~~ employees/positions;

(4) ~~The~~ The training content

(a) ~~shall will~~ be ~~as permitted under~~ consistent with Assembly Bill No. 1234, California Government Code Section 53234 et seq., ~~and (2) the;~~

(b) ~~The~~ training ~~shall~~ must be initially completed on or before one year after an employee is designated to receive the training (or for an employee who initially becomes designated to receive training either through hiring or change of position to a position that the General Manager has designated, on or before one year after assuming that position), and after the initial training, at least once every two years; ~~and~~

(c) The training must be completed by all personnel who are Designated Persons.

**NOTE:** The following requirements established by the District in this Policy are in addition to the requirements of state laws and regulations:

**B. ~~Gifts to the District~~**

B. /Gifts to the District Personnel. Unless a gift qualifies as a gift to the District under this section, it will be treated as a gift to ~~the employee.~~ District personnel.

(1) A gift of ~~passes or tickets or passes~~ (not including travel or lodging) may be considered a gift to the District and not to an individual member of the Board of Directors or employee only under the following circumstances: ~~(1) the~~

(a) ~~The~~ General Manager ~~or his/her designee~~ receives and distributes the tickets or passes to ~~employees~~ District personnel, spouses and immediate families;

(b) ~~The, and the~~ donor does not earmark ~~them~~ the tickets or passes for any specific ~~employee(s), and the~~ District personnel;

(c) ~~The~~ General Manager retains a record of the terms under which the tickets or passes were accepted by the District ~~and, a record of~~ the terms under which they were distributed, and a record to whom they were distributed; ~~(2) the and~~

(d) ~~The~~ tickets or passes ~~are~~ were distributed in accordance with the written policy adopted by the District setting forth the District purpose in distributing ~~passes and tickets and~~ passes, and prohibiting the subsequent transfer except to the ~~official's~~ District personnel's immediate family, or not more than one guest, for their personal use (see Appendix "~~B-1~~". A).

(2) A payment (other than ~~tickets, passes or tickets or~~ travel expenses,) including a monetary payment, loan, gift, and a payment for or provision of goods or services), may be considered a gift to the District and not to an individual member of the Board of Directors or employee only under the following circumstances, as allowed in the FPPC regulations. ~~These include the following: the:~~

(a) ~~The~~ General Manager or his/her designee receives and controls the payment, ~~the;~~

(b) The payment is used only for official District business, ~~the;~~

(c) The General Manager determines which ~~employee(s) shall~~ District personnel may use the payment; and a

(d) A record of all of the foregoing is filed and maintained with the District Secretary on the forms prescribed by the FPPC and, if required, ~~is~~ the forms are posted by the District Secretary on the District's website.

(3) A payment to the District for travel, as long as it is not in excess of an applicable District reimbursement rate for travel, meals, lodging or other expenses, can be considered a payment made for the purpose of facilitating the District's official business and not a gift to or income to a District ~~employee~~ personnel, under the following circumstances, as allowed in the FPPC regulations. ~~These include the following: the:~~

(a) The payment is made directly to the District or coordinated with the District to be paid to providers; ~~the General Manager or his designee determines which employee(s) shall use the payment, the payment does not provide a personal benefit, the travel does not exceed the duration necessary to accomplish the District purposes, and a record of all of the foregoing is filed and maintained with the District Secretary on the forms prescribed by the FPPC and, if required, is posted by the District Secretary on the District's website. The foregoing cannot include travel expenses for an elected official or any official who manages public investments (these officials are designated by the District in the District's Conflict of Interest Code)~~

- (b) The General Manager or his designee determines which District personnel may use the payment;
- (c) The payment does not provide a personal benefit;
- (d) The travel does not exceed the duration necessary to accomplish the District purposes; and
- (e) A record of all of the foregoing is filed and maintained with the District Secretary on the forms prescribed by the FPPC and, if required, the forms are posted by the District Secretary on the District's website.

The foregoing gift exception does not include any travel expenses for travel that the General Manager or his/her designee has not preapproved in writing prior to the date(s) of travel, and does not include any payment for travel expenses for an elected official or any official who manages public investments unless the travel is directly related to the official's public duties, is for a purpose that would otherwise be paid for with the District's funds, is authorized in the same manner as transportation, lodging, and food using the District's own funds, and otherwise meets the requirements of this paragraph, or any travel that the General Manager or his/her designee has not preapproved in writing before the date of the trip.

All-gifts

- (4) For a gift to be a gift to the District must be submitted with under the foregoing gift exceptions either the "Gift of Tickets or Passes to Irvine Ranch Water District" or "Gift to Irvine Ranch Water District (Other Than Tickets or Passes)" form must be submitted to the General Manager's Office for approval and distribution. These forms can be obtained from the District Secretary and must be complete until approved by the General Manager or his/her designee.

C. Entertaining

District personnel who, for District business purposes, must dine and/or entertain vendors, contractors or consultants, shall will do so at their own expense.

- C. Reimbursement of such other appropriate business expenses shall be is subject to approval and shall will be limited by the District's policy with respect to allowance of expenses. [Resolution No. 2014-38, as amended from time to time.]

D. Outside Consulting, Business Activity or Employment

All outside business, enterprise, consulting work or employment must be pre-approved by the General Manager or, in the case of the General Manager, by the President of the Board of Directors.

District personnel are prohibited from performing consulting work for or providing any other services or goods to any persons or firms doing business with the District.

- (1) District personnel shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible or in conflict with their duties as at the District employees, or with the duties, functions, or responsibilities of the District. District personnel shall not perform or engage in any business, enterprise, work, service, or counsel consulting outside of their District employment where any part of their efforts will be subject to approval by any

other officer, employee or board of the District, unless otherwise approved in the manner prescribed by this Policy.

(2) Outside Consulting, Business Activity or Employment By Employees

(a) All outside business, enterprise, consulting work or employment engaged in by employees must be pre-approved by the General Manager or, in the case of the General Manager, by the President of the Board of Directors.

(b) Employees are prohibited from performing consulting work for or providing any other services or goods to any persons or firms doing business with the District.

(c) An employee's outside employment, activity, business or enterprise may be prohibited if it: ~~(1) involves~~

(1) Involves the use, for private gain or advantage, of his or her District time, District facilities, District equipment and supplies; or the badge, uniform, prestige, or influence of his or her District office or employment; or, ~~(2) involves~~

(2) Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the District for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his or her District employment or as a part of his or her duties as a District employee; or, ~~(3) involves~~

(3) Involves the performance of an act in other than his or her capacity as a District employee which ~~act~~ may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other District employee or the District; or ~~(4) involves~~

(4) Involves efforts or time demands as would render performance of his or her duties as a District employee less efficient. ~~The General Manager (or the President, in the case of the General Manager) will~~

(d) The General Manager (or the President, in the case of the General Manager) will notify the employee whether any outside employment, consulting work, activity, business or enterprise is approved or disapproved. Appeal from such determination may be made to the Board of Directors.

(3) Nothing in this Section shall relieve employees District personnel from the requirement to report, and other requirements applicable, to outside employment, consulting work, activity, business or enterprise under Section 2A of this Policy.

### 3. **Disciplinary Actions for Non-Compliance**

Non-compliance with this Policy ~~shall~~will subject the employee to disciplinary actions commensurate with the violation, up to and including termination.

### 4. **Administration**

The District Secretary ~~shall be~~is responsible for administration of this Policy, under the direction of the Board of Directors, the General Manager and, if necessary, the Director of Human Resources.

Adopted by IRWD Board of Directors on: ~~December 14, 2015~~ \_\_\_\_\_



NOTE: APPENDIX "A-1" set forth below is contained in the District's Conflict of Interest Code, as amended from time to time. Any amendment to APPENDIX "A-1" will automatically be included in this Policy No. 45.

Irvine Ranch Water District  
APPENDIX "A-1"  
DESIGNATED PERSONS FOR DISCLOSURE PURPOSES  
PURSUANT TO CONFLICT OF INTEREST CODE<sup>†</sup>

The persons occupying the following positions are designated persons and must disclose the economic interests defined in the disclosure categories of Appendix "A-2," using the Form 700 schedules listed in the table below:

<u>Designated Persons</u>	<u>Disclosure Categories</u>	<u>Schedules Associated</u>
<u>Group I</u> Assistant Secretary of the District District Secretary Executive Director of Engineering and Water Quality Executive Director of Operations Executive Director of Water Policy General Legal Counsel	1, 2 and 3	All
<u>Group II</u> Assistant Director of Maintenance Assistant Director of Recycling Operations Assistant Director of Water Operations Customer Service Manager Director of Administrative Services Director of Human Resources Director of Public Affairs Director of Water Resources Electrical and Automation Manager Facilities & Fleet Manager Manager of Contracts Administration and Risk Principal Engineer Purchasing Manager Senior Engineer Maintenance & Reliability Manager Water Quality Manager	2 and 3	A-1, A-2, C, D and E
<u>Designated Persons</u>	<u>Disclosure Categories</u>	<u>Schedules Associated</u>
<u>Group III</u> Accounting Manager Administrative Assistant Analyst Application Manager Assistant Controller Assistant Engineer Associate Engineer Automation Programmer Applications Analyst Buyer Chief Plant Operator Collection Systems Manager Construction & Field Services Manager Construction Inspection Manager Construction Inspection Supervisor Construction Inspector I, II, III Cross Connection Supervisor	6	D, E

<sup>†</sup> The persons holding the following positions are "public officials who manage public investments" within the meaning of that term as used in Government Code Section 87200 and are required to make full disclosure of all economic interests as required in Form 700: members of the Board of Directors, General Manager, Assistant General Manager, Executive Director of Finance, Controller, Treasurer, Assistant Treasurer and Treasury Manager.

Customer Service Supervisor District Safety & Security Manager Electrical/Instrumentation Designer Electrical Supervisor Energy & Water Resource Planner Engineer Engineering Technician II, III Facilities Services Supervisor Fleet Supervisor GIS Supervisor Government Relations Manager Human Resources Manager Instrumentation Supervisor Laboratory Supervisor Landscape Contracts Administrator Material Control Clerk I/II Mechanical Maintenance Supervisor Operations Coordinator Operations Manager Operations Supervisor Principal Analyst Public Affairs Manager Purchasing Coordinator Recycled Water Development Manager Recycled Water Project Specialist Recycled Water Supervisor Recycled Water Systems Specialist Regulatory Compliance Manager Right-of-Way and Real Property Manager Safety & Security Manager Senior Analyst Senior Applications Analyst Senior Applications Developer Senior Buyer Senior Database Administrator Senior Water Use Efficiency Specialist Senior Network Administrator Senior Programmer/Analyst Senior Purchasing Coordinator Senior Recycled Water Systems Specialist Senior Vehicle/Equipment Maintenance Mechanic Senior Water Use Efficiency Specialist Supervising Wetlands/Wildlife Biologist Water Maintenance Supervisor Water Resources Manager Water Resources Planner Water Use Efficiency Analyst Water Use Efficiency Specialist		
<b><u>Designated Persons</u></b>	<b><u>Disclosure Categories</u></b>	<b><u>Schedules Associated</u></b>
Engineering Consultants <sup>2</sup> Special Legal Counsel <sup>2</sup>	<u>Group IV</u> 1, 4 and 5	All
Financial Consultants <sup>2</sup>	<u>Group V</u> 4 and 5	A-1, A-2, C, D and E

<sup>2</sup> Consultants shall be included in the list of DESIGNATED PERSONS and shall disclose pursuant to the disclosure categories specified, subject to the following limitation:

**APPENDIX "A"**

The General Manager may determine in writing that a particular consultant, although a "designated person," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Code. Such written determination shall include a description of the consultant's duties and, based upon that description, a

~~statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.~~

**NOTE: APPENDIX "A-2" set forth below is contained in the District's Conflict of Interest Code, as amended from time to time. Any amendment to APPENDIX "A-2" will automatically be included in this Policy No. 45.**

Irvine Ranch Water District  
APPENDIX "A-2"

ECONOMIC INTERESTS THAT MUST BE REPORTED  
PURSUANT TO CONFLICT OF INTEREST CODE

Category 1:

Interests in real property

Category 2:

Investments in or income (including loans, gifts and travel payments) from business entities which manufacture, distribute, lease, retail, or sell items which are, or which have been or foreseeably could be, utilized or procured by IRWD, including, but not limited to, any of the following:

1. ~~Office equipment and supplies~~
2. ~~Computer hardware and software~~
3. ~~Printing, reproduction or photographic equipment and supplies~~
4. ~~Periodicals, books, newspapers~~
5. ~~Chemicals~~
6. ~~Petroleum products~~
7. ~~Motor vehicles and specialty vehicles, parts and supplies~~
8. ~~Construction and maintenance equipment and supplies~~
9. ~~Safety equipment and supplies~~
10. ~~Food supplies~~
11. ~~Water quality equipment and supplies~~
12. ~~Cathodic protection equipment and supplies~~
13. ~~Educational equipment and supplies~~
14. ~~Medical supplies and informational materials~~
15. ~~Landscape supplies~~
16. ~~Pipes, valves, fittings, pumps, meters and similar items~~

Category 3:

Investments in or income (including loans, gifts and travel payments) from business entities which contract or subcontract for, or consult in, the performance of work or services which are, or which have been or foreseeably could be, utilized or procured by IRWD, including, but not limited to, any of the following:

1. ~~Public utilities~~
2. ~~Financial audit and accounting services~~
3. ~~Insurance services~~
4. ~~Construction and maintenance services~~
5. ~~Transportation and lodging services~~
6. ~~Security services~~
7. ~~Banking, savings and loan services~~
8. ~~Food services~~
9. ~~Communication services~~
10. ~~Water quality testing~~
11. ~~Cathodic protection services~~
12. ~~Engineering, architectural and construction inspection services~~
13. ~~Employment and temporary help services~~
14. ~~Educational and medical services~~
15. ~~Landscape and topographical services~~
16. ~~Equipment rentals~~
17. ~~Real estate, appraisal and investment services~~
18. ~~Consulting services in: legal, energy and power, soils testing, water treatment, data processing, computers, labor relations, employee training, advertising, design, audio visual, movie production, planning, water pricing and demand, economics, desalting, environmental analysis~~
19. ~~Printing and reproduction services~~

Category 4:

Investments in or income (including loans, gifts and travel payments) from business entities which manufacture, distribute, lease, retail, or sell items which are recommended or suggested by you in your capacity as a consultant to IRWD, including, but not limited to, the items listed under Category 2.

Category 5:

~~Investments in or income (including loans, gifts and travel payments) from business entities which contract or subcontract for, or consult in, the performance of work or services which are recommended or suggested by you in your capacity as a consultant to IRWD, including, but not limited to, the items listed under Category 3.~~

Category 6:

Gifts and travel payments from

~~(A) business entities which manufacture, distribute, lease, retail, or sell items which are, or which have been or foreseeably could be, utilized or procured by IRWD, including, but not limited to, the items listed under Category 2, and~~

~~(B) business entities which contract or subcontract for, or consult in, the performance of work or services which are, or which have been or foreseeably could be, utilized or procured by IRWD, including, but not limited to, the items listed under Category 3.~~

Policy for Distribution of Tickets or Passes in accordance with  
Fair Political Practices Commission (FPPC)  
Regulation 18944.1 of Title 2 of the California Code of Regulations

### 1. Purpose of Policy

To ensure that tickets provided to and distributed by the Irvine Ranch Water District (~~("IRWD")~~) are in furtherance of a governmental and/or public purpose as required under FPPC Regulation 18944.1 and this policy.

To ensure that tickets distributed by IRWD under FPPC Regulation 18944.1 and this policy are disclosed on FPPC Form 802 ~~(see Appendix "B-2")~~, which can be requested from the District Secretary, and forwarded to the FPPC for posting on its website as required by Regulation 18944.1.

### 2. Application of Policy

~~2.~~

#### A. Types of Tickets

This policy applies to tickets that provide admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose and are either:

~~gratuitously~~

- (1) Gratuitously provided to IRWD by an outside source;
- (2) ~~acquired~~Acquired by IRWD by purchase at fair market value;
- (3) ~~acquired~~Acquired by IRWD as consideration pursuant to the terms of a contract for the use of an IRWD venue; or
- (4) ~~acquired~~Acquired and distributed by IRWD in any other manner.

#### B. Policy Applicable to Tickets Only

This policy ~~shall only apply~~applies to IRWD's distribution of tickets to, or at the behest of, a District Official. This policy does not apply to other items of value provided to the District or any District Official, regardless of whether received gratuitously or for which consideration is provided. This includes food, beverage, or a gift provided to a District Official at an event that is not included in the fair market value of the ticket.

### 3. 3. Definitions

Unless otherwise expressly provided herein, words and terms used in this policy ~~shall~~ have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Section 81000 et seq., as the same may from time to time be amended) and the FPPC Regulations (~~Title 2, Division 6 of the~~ California Government Code of ~~Regulation~~, Section 18110 et seq., as the same may from time to time be amended).

- A. "IRWD" or "District" ~~shall mean~~means and ~~include~~includes the Irvine Ranch Water District and any other affiliated agency created or activated by the District, and any departments, boards, and commissions thereof.
- B. "District Official" ~~shall mean~~means and ~~refer~~refers to every member, officer, employee, or consultant of the Irvine Ranch Water District, as defined by Government Code Section 82048 and FPPC Regulation 18701. Such terms ~~shall~~ include, without limitation, any District board or committee member or other appointed official or employee required to file an annual Statement of Economic Interest (FPPC Form 700).
- C. "Immediate family" ~~shall mean~~means and ~~refer~~refers to a spouse and d/or dependent children.

- D. "Policy" ~~shall mean~~means and ~~refer~~refers to this Policy for Distribution of Tickets and/or Passes.
- E. "Ticket" ~~shall mean~~means and ~~refer~~refers to a "ticket or pass" for admission privilege to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose.

#### 4. **General Provisions**

4.

##### **A. No Right to Tickets**

The use of tickets is a privilege extended by the District and not the right of any person to which the privilege may from time to time be extended.

##### **B. Limitation on Transfer of Tickets**

Tickets distributed to a District Official pursuant to this policy shall not be transferred to any other person except to members of such District Official's immediate family, or no more than one guest, solely for their personal use.

##### **C. Prohibition Against Sale of or Receiving Reimbursement for Tickets**

No person who receives a ticket pursuant to this policy ~~shall~~may sell or receive reimbursement for the value of the ticket.

##### **D. No Earmarking of Ticket Given to District**

No ticket gratuitously provided to the District by an outside source and distributed by the District to, or at the behest of, a District Official pursuant to this policy ~~shall~~may be earmarked by the original source for provision to a particular District Official. The District ~~shall~~will determine, in its sole discretion, who uses the ticket.

#### 5. **5. Ticket Administrator**

- A. The General Manager or his/her designee ~~shall be~~is the ticket administrator for purposes of implementing the provisions of this policy.
- B. The General Manager or his/her designee ~~shall have~~has the authority, in his or her discretion, to establish procedures for the purchase and/or distribution of tickets in accordance with this policy. All requests for tickets that fall within the scope of this policy ~~shall~~must be made in accordance with the procedures established by the General Manager or his/her designee.
- C. The General Manager or his/her designee shall determine the face value of tickets distributed by the District for the purposes of sections 6.A., 6.B., and 8.D.(1) of this policy.
- D. The General Manager or his/her designee, in his or her discretion, may revoke or suspend the ticket privileges of any person who violates any provision of this policy.

#### 6. **6. Conditions Under Which Tickets May be Purchased and/or Distributed**

Subject to the provisions of this policy, complimentary tickets may be distributed to District Officials under the following conditions:

- A. The District Official reimburses the District for the face value of the ticket(s).

1. Reimbursement ~~shall~~must be made at the time the ticket(s) is/are distributed to the District Official.
  2. The General Manager or his/her designee ~~shall~~may, in his or her discretion, determine which event tickets, if any, ~~shall~~will be available under this section.
- B. The District Official treats the ticket(s) as income consistent with applicable federal and state income tax laws, and the District reports the distribution of the ticket(s) as income to the District Official in compliance with the reporting provisions of Section 8 below..
- C. The District Official uses, or behests, such ticket(s) for one or more of the following governmental and/or public purposes:
- (1) Facilitating the attendance of a District Official at an event where the job duties of the District Official require his or her attendance at the event.
  - (2) Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
  - (3) Promotion of District resources and/or facilities available to the public.
  - (4) Promotion of District-run, sponsored, or supported community programs or events.
  - (5) Promoting, supporting, and/or showing appreciation for programs or services rendered by charitable and non-profit organization benefiting District customers.
  - (6) Promotion of business or economic activity, development, and/or redevelopment within the District's service area.
  - (7) Exchange programs with foreign officials and dignitaries.
  - (8) Promotion of District recognition, visibility, and/or profile on a local, state, national, or international level.
  - (9) Promotion of open government by District Official appearances, participation, and/or availability at business and/or community events.
  - (10) Increasing public exposure to, and awareness of, the various educational venues and facilities available to the public through the District.
  - (11) Attracting or rewarding volunteer service.
  - (12) Encouraging or rewarding significant academic, athletic, or public service achievements by students, residents, or businesses within the District service area.
  - (13) Attracting and retaining highly qualified employees in District service; recognizing or rewarding ~~meritous~~meritorious service by a District employee; and/or promoting enhanced District employee performance or morale.
  - (14) Recognizing contributions made to the District by former District Board Members, District Employees, or other District Officials.

#### ~~7.~~ 7. **Tickets Distributed at the Behest of a District Officials**

- A. Only the following District Officials ~~shall~~ have the authority to behest tickets: Elected or Appointed Board of Directors Members, the General Manager, and his/her designee.
- B. Tickets ~~shall~~may be distributed at the behest of a District Official only for one or more public purposes set forth in section 6.C.

#### ~~8.~~ 8. **Disclosure Requirements**

- A. This policy shall be posted on the District website in a prominent manner.
- ~~B.~~ Tickets provided to District Officials as part of their official duties, or tickets provided so that the District Official may perform a ceremonial role or function on behalf of the District are not to be subject to this policy and are exempt from any disclosure requirements under section 8. A ceremonial role or function includes, but is not limited



- B. to, making a speech, participating in a panel or seminar, presenting an award or proclamation, or cutting a ribbon.
- C. Tickets distributed by the District for which the District receives reimbursement from the District Official as provided under Section 6.A. ~~shall~~are not be subject to the disclosure provisions of Section 8.
- D. Tickets distributed by the District to any District Official either 1) which the District Official treats as income pursuant to Section 6.B. or 2) for one or more public purposes described in section 6.C., ~~shall~~must be disclosed on Form 802 provided by the FPPC and forwarded to the FPPC for posting on its website. Such posting ~~shall~~must include the following information:
- (1) The name of the recipient, except that if the recipient is an organization, the District may post the name, address, description of the organization, and number of tickets provided to the organization in lieu of posting the names of each recipient, or if tickets are distributed to a department or other unit of the District in accordance with this policy, the District may post the name of the department or other unit in lieu of posting the names of each recipient;
  - (2) a description of the event;
  - (3) the date of the event;
  - (4) the face value of the ticket;
  - (5) the number of tickets provided to each person;
  - (6) if the ticket is distributed at the behest of a District Official, the name of the District Official who made such behest; and
  - (7) a description of the public purpose(s) under which the distribution was made, or, alternatively, the District Official is treating the ticket as income.

## Tickets Provided by Agency Report

California  
Form **802**

### A Public Document

This form is for use by all state and local government agencies to disclose the distribution of tickets or passes that allow admission to facilities, events, shows, or performances for entertainment, amusement, recreational, or similar purposes. The agency must complete Form 802 identifying agency officials who receive tickets or passes from the agency as well as other individuals and organizations that receive tickets or passes at the behest of agency officials. Form 802 must be posted in a prominent fashion on the agency's website.

**Gifts of Tickets or Passes to Public Officials**  
FPPC Regulation 18944.1 sets out the circumstances under which an agency's distribution of tickets or passes to or at the behest of an official in the agency does not result in a gift to the official. (Regulation 18944.1 is available on the FPPC website at [www.fppc.ca.gov](http://www.fppc.ca.gov).) Even though the distribution of tickets or passes to a public official under the regulation is not a gift to the official, the agency must disclose the distribution on Form 802. The official does not have to disclose tickets or passes received or distributed under the regulation on his or her Statement of Economic Interests (Form 700), but tickets or passes received or distributed by the official that do not fall under the regulation may be subject to disclosure on the official's Form 700 and subject to gift limits.

**Posting Form 802**  
The Form 802 must be posted on the agency's website within 30 days after the distribution. If the agency does not maintain a website, the form must be maintained by the agency as a public record, be available for public inspection and copying, and be forwarded to the FPPC for posting on its website.

**Part 1. Agency Identification**  
List the agency's name, address and the name of an agency contact. Mark the amendment box if changing any information on a previously filed form and include the date of the original filing.

**Part 2. Event For Which Tickets Were Distributed**  
Provide the date(s) of the event, a description of the event, and the face value (i.e. the cost to the public) of the ticket or pass. Check the box indicating whether the event was an "agency event" (such as a county fair, or an event for which the agency purchased tickets). If the agency received the tickets from an outside source, identify the source, the number of tickets received, and check the box to identify whether the tickets or passes were provided to the agency:

- Gratuitously; or
- Pursuant to a contract

**Part 3. Agency Official(s) Receiving Ticket(s)**  
Disclose the name of each agency official that received a ticket or pass and the number of tickets or passes the official received. Also state whether the distribution is income to the official or describe the public purpose for which the official received the tickets or passes.

**Part 4. Individual or Organization Receiving Ticket(s)**  
If tickets or passes were distributed to an individual or organization outside the agency, at the behest of an official of the agency, provide the name of the official. Disclose the name(s) of the individual(s) who received the tickets or passes and the number of tickets or passes provided. If the tickets or passes were provided to an organization, the agency may post the name, address, a description of the organization, and the number of tickets or passes provided to the organization in lieu of posting the name of each individual that received a ticket or pass. Also, describe the public purpose for the distribution to the individual or organization.

**Part 5. Verification**  
The agency head or his or her designee must sign the form.

**Privacy Information Notice**  
Information requested on all FPPC forms is used by the FPPC to administer and enforce the Political Reform Act (Government Code Sections 81000-91014 and California Code of Regulations Sections 18109-18997). All information required by these forms is mandated by the Political Reform Act. Failure to provide all of the information required by the Act is a violation subject to administrative, criminal, or civil prosecution. All reports and statements provided are public records open for public inspection and reproduction.

If you have any questions regarding this Privacy Act Notice, please contact the FPPC.

General Counsel  
Fair Political Practices Commission  
428 J Street, Suite 620  
Sacramento, CA 95814  
(916) 322-6650

FPPC Form 802 (F08/09)  
FPPC Toll-Free Helpline: 866/ASK-FPPC (866/276-3773)

**Tickets Provided by Agency Report**

**A Public Document**

TICKETS PROVIDED BY AGENCY REPORT

<b>1. Agency Name</b>		Date Stamp	Citizens Form <b>802</b> For Official Use Only
Division, Department, or Region (Yacq/DAW)			
Street Address		<input type="checkbox"/> Amendment (Refer to Part 2) Date of Original Filing: _____	
Area Code/Phone Number	E-mail		
Agency Contact (name and title)			

**2. Event For Which Tickets Were Distributed**

Date(s) of Event: \_\_\_\_\_ Description of Event: \_\_\_\_\_  
 \_\_\_\_\_ Face Value of Ticket: \$ \_\_\_\_\_

Agency Event  Yes  No (Identify source of tickets below)

Name of Outside Source of Ticket(s) Provided to Agency: \_\_\_\_\_

Number of Tickets Received: \_\_\_\_\_ Ticket(s) Provided to Agency:  Gratuitously  Pursuant to Contract

**3. Agency Official(s) Receiving Ticket(s)** (use a continuation sheet for additional names)

Name of Official (i.e., Title)	Number of Tickets	State Whether the Distribution is Income to the Official or Describe the Public Purpose for the Distribution

**4. Individual or Organization Receiving Ticket(s)** (Provided at the highest of an agency official.)

Name of Requesting Agency Official: \_\_\_\_\_

Name of Individual or Organization: \_\_\_\_\_ Number of Tickets: \_\_\_\_\_

Description of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_  
(Number and Street) City State Zip Code

Purpose for Distribution: (Describe the public purpose for the distribution to the organization.)  
 \_\_\_\_\_

**5. Verification**

I have determined that the distribution of tickets set forth above is in accordance with the provisions of FPPC Regulation 18014.1

Signature of Agency Head or Designee \_\_\_\_\_ P.O. Name \_\_\_\_\_ Title \_\_\_\_\_ (Print, Do Not Sign)

Comment: (Use this space or an attachment for any additional information including amendment explanations.)  
 \_\_\_\_\_

FPPC Form 802 (Rev. 09)  
 FPPC Toll-Free Helpline: 866ASAC-FPPC (866276-2772)

IRVINE RANCH WATER DISTRICT

PERSONNEL POLICIES AND PROCEDURES

**POLICY NO. 50 - VEHICLE AND EQUIPMENT USAGE, VEHICLE ACCIDENT REPORTING, AUTO ALLOWANCE AND MILEAGE REIMBURSEMENT & REMOTE VEHICLE MONITORING**

**1. General Policy**

This document establishes the policy and responsibility for the assignment and usage of District vehicles for conducting official District business. Any employee operating a District vehicle must be licensed to operate that vehicle in accordance with California State law and the California Department of Motor Vehicles regulations. This includes but is not limited to the use of passenger restraint systems, traffic laws, and financial responsibility laws (when appropriate). In addition to vehicle usage, this policy also addresses the use of District owned or controlled equipment. This policy is administered by the General Manager and any deviation to this policy must be approved by the General Manager.

**2. Purpose of the Policy**

The purpose of this policy is to communicate requirements relative to the assignment, utilization and control of District-owned vehicles and/or equipment or equipment controlled by the District; to establish mileage reimbursement procedures for privately-owned vehicles used to conduct District business, and; to establish insurance requirements for employees driving their who drive personal vehicles on official District business; guaranteed ride home procedures for participants in the Commuter Trip Reduction (Rideshare) Plan (Policy No. 37. Rideshare Policy) and employees receiving auto allowances Automobile Allowance.

**3. Responsibility**

**A. General Manager**

The General Manager is responsible for administering this policy and ensuring compliance.

~~B.~~ **B. Managers and Supervisors Responsibility**

Managers and supervisors are required to ensure that employees under their control strictly adhere to the requirements of this policy.

~~C.~~ **C. Employee Responsibility**

Employees are required to comply with the requirements of this policy and other established procedures regarding the assignment and use of vehicles and equipment.

~~4.~~ **Assignment of Vehicles for Duty Hour Retention**

~~Employees assigned a vehicle for duty hour retention must sign a Vehicle Request Form. The Vehicle Request Form must be signed by the employee's manager and approved by the Department Director. This form will be kept on file by the Vehicle Equipment (Fleet Services) Manager. If the employee's duties change whereby the employee no longer requires duty hour retention of the vehicle, the Department Director~~

~~will ensure that the Vehicle Request Form is cancelled and the vehicle will be returned to Fleet Services.~~

**4. ~~5.~~ Assignment of Vehicles for Overnight Retention**

~~Employees assigned a vehicle for as Primary Standby Emergency Responders/Emergency Response Personnel duties are permitted~~ overnight retention ~~must sign a Vehicle Request Form. The Vehicle Request Form must be signed by the employee's manager and approved by the Department Director of a District vehicle.~~ The vehicle is to be used for transportation directly to and from work or to and from the location where the employee is required to respond. ~~If the employee's duties change whereby the employee no longer requires overnight retention of the vehicle, the Department Director will ensure that the Request Form is cancelled and the vehicle is returned to Fleet Services. This Vehicle Request Form will be kept on file by the Fleet Services Manager. Fleet Services will submit an annual report to the General Manager of employees assigned a vehicle for overnight retention.~~ Assignment of vehicles for overnight retention will be made only under the following conditions

Designated Primary Standby Emergency Responders/Emergency Response Personnel may use the Toll Road Transponders installed in their assigned vehicle for traveling to and from work for the period of their designated standby rotation or when otherwise responding to an emergency call-out.

Assignment of vehicles for overnight retention will be made only for employees in the following categories:

**~~Emergency Response Personnel~~**

~~Employees who are required to respond to emergencies for the protection of public health, employee safety and property. Responders must:~~

**A. Primary Standby Emergency Responders/Emergency Response Personnel**

**Temporary At-Home Retention**

~~•Live within 25 miles of Employees designated by their department to be on a standby or other emergency response assignment and who are able to respond to their normally assigned work location within 45 minutes from the time of request to respond, for the duration of their standby or other emergency response assignment.~~

- ~~• Respond at least 15 times annually to emergencies, as determined by the Department Director, to be eligible callouts;~~
- ~~• Be designated as a member of the Emergency Operations Center.~~

**B. Designated Management Personnel**

**On-Going At-Home Retention**

~~Those employees who are assigned vehicles under this section must:~~

~~•Be Management employees who are reasonably required to respond to after hour emergencies as determined by the General Manager. • Be the their supervisor and/or department director based on their job assignments, who are able to respond to their normally assigned work~~

location with 45 minutes from the time of request to respond and who are incumbent in one of the following job classifications:

- ~~Assistant Director of Water Operations~~ Manager (Water Operations)
- ~~Systems Operations Manager~~ (Recycling Operations)
- ~~Wastewater Operations Manager~~
- ~~Construction & Repair Services~~ Manager
- ~~Field Services~~ Manager
- ~~Mechanical Maintenance Services~~ Manager
- ~~Electrical Maintenance & Instrumentation~~ Manager
- ~~Automation~~ Manager
- ~~Collections Systems~~ Manager
- ~~Facilities/Fleet~~ Manager
- ~~Safety~~ Manager
- ~~Construction Inspection~~ Manager
- ~~Other~~ (when approved by the General Manager)

~~Note: These managers must live within 25 miles of their normally assigned work location.~~

~~C. Primary Standby Emergency Responders~~

~~Vehicles will be assigned to Primary Standby employees who are on the standby program rotation. Employees living more than 25 miles from their normally assigned work location are not eligible for Primary Standby duty. Employees assigned Primary Standby duties are permitted overnight retention of the Standby Vehicle. The vehicle is to be used for transportation directly to and from work or to and from the location where the employee is required to respond. Primary Standby employees may use the Toll Road Transponders for traveling to and from work for the period of their designated standby rotation.~~

~~Employees in the above stated classifications who are assigned On-Going Overnight Vehicle Retention must complete a Vehicle Request Form, which will be kept on file in the Facilities and Fleet Services department.~~

5. **6.Pool Vehicles**

Pool vehicles will be available from individual departments and Fleet Services for use by employees requiring transportation in the performance of their duties.

6. **7.Commuter Trip Reduction Program(Rideshare) Plan (Reference Policy No. 37)**

Participants in the ~~Trip Reduction-Rideshare~~ Program are ~~guaranteed a ride provided a guaranteed ride~~-home in the event a participant is required to work unplanned overtime or in the event of an emergency. ~~Department Directors or the Rideshare Coordinator may authorize the use of a District vehicle under these circumstances~~The ~~guaranteed-ride-home~~ program is authorized and coordinated by the Safety Office of the Human Resources Department.

Employees participating in the ~~Trip Reduction-Rideshare~~ Program are encouraged to plan ~~ahead~~ for non-emergency transportation needs that may arise in the course of a regular scheduled workday. ~~Contract commuter-Commuter~~ vans and ~~District owned~~ pool vehicles ~~will are~~ not be available to employees ~~to attend for~~ medical appointments,

~~to purchase and/or attend lunch, to run meal breaks or other personal appointments, et matters.~~

**7. ~~8.~~ Vehicles Involved In an Accident**

Employees involved in a vehicle accident while operating a District vehicle will report such accident ~~by radio or telephone to the Fleet Services to their immediate supervisor and the Facilities/Fleet~~ Manager before leaving the scene of the accident. ~~The driver should Safety and Security Office must be contacted as soon as possible. If damage is caused to non-District vehicles and/or property, Risk Management must also be contacted as soon as possible. The District employee-driver is required to provide pertinent information to other non-District drivers involved and neither admit nor deny in the accident. No discussion of fault or responsibility. Refer to SWP-19 is permitted by any District employees other than Risk Management Staff. Refer to Safe Work Practice (SWP) 19 – Use of District Vehicles.~~

**8. ~~9.~~ Automobile Allowance**

The General Manager may authorize an automobile allowance ~~to for Executive~~ Directors, Department Directors and Managers. Employees receiving an automobile allowance must maintain automobile insurance with limits no less than that required by the State of California. Increases or decreases to auto allowance benefits will be made based on the percentage change in the mileage reimbursement rate set by the Internal Revenue Service.

**9. ~~10.~~ Mileage Reimbursement**

Department Directors may authorize the use of personal vehicles for conducting official District business. Mileage reimbursement rates will be set equal to the Internal Revenue Service mileage reimbursement rates.

Personal automobiles used on District business shall have no less than the minimum automobile insurance required by the State of California. The employee driver agrees to indemnify the District for any liability associated with passengers who are not employees or those being transported who are not on District business, to the extent that such liability does not arise as a result of acts in the direct furtherance of the employee driver's job duties.

**10. ~~11.~~ District-Owned or Controlled Equipment**

District-owned or controlled equipment is defined as equipment that is owned by the district, leased by the district or otherwise controlled by the district for the official use and established purposes of conducting district business.

Employees are forbidden to use District-owned or controlled equipment for personal use. Exceptions to this must be specifically approved by the General Manager.

Contractors are not authorized to use District owned or controlled equipment for conducting contracted work. The definition of "contractor" as outlined in AWP-7 Administrative Work Practice (AWP) 7 – Contractor Safety Program, is: A person or

## POLICY NO. 50 – VEHICLE & EQUIPMENT USAGE POLICY

firm retained by IRWD under a contract for construction, maintenance or repair, major renovation or specialty work on any IRWD system or property. Contractual agreements must include specific language stating that the contractor must provide all necessary equipment to conduct their work. Special attention must be given to ensure that required safety equipment is provided by the contractor for the specific purpose of performing contractual work. Examples of this include but are not limited to: vehicles; cranes/hoists/forklifts; lifting equipment such as: slings and material handling equipment. Additionally, contractors must provide all equipment necessary for confined space entry. This includes equipment such as gas detection equipment; rescue equipment; fall protection equipment; personal protective equipment. Contractors ~~must~~ are not be permitted to use district ladders, scaffolds, or fall protection equipment.

### 12. ~~Wireless-Remote~~ Vehicle Management~~Monitoring~~

Vehicles owned by the ~~district~~District, leased by the ~~district~~District, or otherwise controlled by the ~~district~~District are subject to remote monitoring. Remote monitoring is intended to provide the ~~district~~District with the ability to account for the vehicles at all times. Remote monitoring includes, but is not limited to, the ability to monitor vehicle location, vehicle starts and stops, and vehicle speed.

Adopted by IRWD Board of Directors on: ~~July 11, 2011~~



EXHIBIT "C"

RESOLUTION NO. 2019 -

RESOLUTION OF THE BOARD OF DIRECTORS OF  
IRVINE RANCH WATER DISTRICT,  
SUPERSEDING RESOLUTION NO. 2016-5 AND  
ESTABLISHING REVISED PERSONNEL POLICIES AND PROCEDURES

The Irvine Ranch Water District (IRWD) is a California Water District formed pursuant to Division 13 of the Water Code of the State of California; and

Section 34900 of said Code provides that the Board of Directors shall employ and appoint such agents, officers and employees as may be required and prescribe their duties and fix their salaries; and

By adoption of Resolution No. 2016-5 dated March 14, 2016, the Board established revised Personnel Policies and Procedures; and

The Board of Directors of Irvine Ranch Water District deem it advisable and in the best interest of said District to revise Personnel Policies and Procedures periodically to ensure compliance with current employment and labor laws and regulations.

The Board of Directors of Irvine Ranch Water District hereby resolve, determine and order as follows:

Section 1. That Resolution No. 2016-5 be and hereby is superseded.

Section 2. That the Personnel Policies and Procedures for Irvine Ranch Water District be, and hereby are, approved and adopted as more specifically set forth in Attachment I of this Resolution, attached hereto and by this reference made a part hereof.

ADOPTED, SIGNED AND APPROVED this 11th day of February, 2019.

\_\_\_\_\_  
President, IRVINE RANCH WATER DISTRICT  
and of the Board of Directors thereof

\_\_\_\_\_  
District Secretary, IRVINE RANCH WATER DISTRICT  
and of the Board of Directors thereof

APPROVED AS TO FORM:  
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: \_\_\_\_\_  
District Counsel

**ATTACHMENT I**  
**IRVINE RANCH WATER DISTRICT**  
**PERSONNEL POLICIES AND PROCEDURES**  
**POLICY NO. 1 – GENERAL PROVISIONS**

1. The objective of the Irvine Ranch Water District (District) Personnel Policies and Procedures is to act as a guideline to explain policies and rules for all applicants for employment and District employees. These Policies also explain certain benefits provided by the District and certain prohibitions or work rules established by the District. Nothing in these policies shall be construed to create a contractual right of employment between the District and any employee.
2. Consistent with Sections 3500 et seq. of the California Government Code, the District reserves the right to amend, supplement, revise, or rescind any provisions, policies or procedures described in District Personnel Policies and Procedures whenever the District determines that such action is warranted. Such changes shall become effective upon adoption by the District Board.
3. The Human Resources Department is responsible for administering the policies set forth in this manual.
4. In the event of a clear conflict between these Policies and another District-wide or departmental policy ,procedure, or practice, these Policies shall control, unless the General Manager has given advance authorization for the conflicting policy, procedure, or practice in writing. In the event of a clear conflict between these Policies and a valid Memorandum of Understanding, the Memorandum of Understanding shall control.

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**

**IRVINE RANCH WATER DISTRICT**

**PERSONNEL POLICIES AND PROCEDURES**

**POLICY NO. 2 – EQUAL EMPLOYMENT OPPORTUNITY**

**I. EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**

A. This policy is in accordance with the laws of the United States and the State of California and reaffirms the District's continuing commitment to provide equal opportunity to all employees and applicants for employment.

B. It is the District's policy to recruit, screen, employ, retain, promote, train, compensate, evaluate, terminate, and otherwise treat all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, sexual orientation, gender, gender identity, gender expression, race, color, religion, national origin, ancestry, pregnancy, age, marital status or registered domestic partner status, military or veteran status, genetic information, medical condition, physical or mental disability, or any other characteristic protected by applicable state or federal law or local ordinance. Further the District does not discriminate against applicants or employees who are perceived to have such characteristics or who associate with an individual having such characteristics.

C. The Director of Human Resources of the District is responsible for administration of this policy under the law. To ensure compliance with this policy, the Director of Human Resources will be responsible for monitoring all employment practices, including job application procedures, hiring, firing, advancement, compensation, training and other terms, conditions and privileges of employment. (See index for specific policies on each issue).

D. Nothing in this policy supersedes the at-will status of District employees, as set forth in Policy 6.

**Adopted by IRWD Board of Directors on:**

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 4 – WORKPLACE VIOLENCE PREVENTION

#### I. IN GENERAL

A. The District is committed to providing a work environment free of fear, intimidation, violence or the threat of violence and ensuring the safety of all District employees. Consistent with this commitment, the District prohibits any acts or behaviors by a District employee against any other employee, customer or visitor that may be intimidating, threatening, harassing, dangerous, or harmful. The District also prohibits any act or behavior by, or at the direction of, a District employee that is intended to scare, frighten, coerce, or intimidate another person, group, or organization.

B. The purpose of this policy is to:

1. Establish District expectations relative to employee behavior and help protect employees and others from threats or acts of violence by District employees;
2. Remind employees of the District's long-standing principle that all employees, applicants, and visitors should be able to enjoy a work environment that is free from the fear of violence and that all people are to be treated with respect and dignity;
3. Ensure that all workplace threats and violent behavior are addressed promptly; and
4. Ensure that the level of physical and facility security in District workplaces is sufficient to protect the health and safety of District employees;

C. Consistent with this policy, acts or credible threats of violence that involve or affect District employees will not be tolerated and will be subject to appropriate disciplinary action up to and including termination. A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his/her safety, or the safety of his/her immediate family, and that serves no legitimate purpose.

D. Examples of prohibited workplace violence include, but are not limited to the following:

1. Threatening to harm or harming an individual and/or his/her family, friends, associates, and/or their property.
2. Fighting or challenging another individual to a fight.
3. Engaging in intimidation through direct or veiled verbal threats, or through physical threats, such as grabbing, and pushing.

**POLICY NO. 04 – VIOLENCE PREVENTION**

4. Directing obscene or abusive gestures or engaging in any other act or behavior towards another person, group or organization that is intended to scare, frighten, coerce or intimidate.
5. Making abusive, harassing or threatening telephone calls; sending messages, letters, packages or electronic communications of any type that contain or may be perceived to contain abusive, harassing, or threatening language or materials of any sort or kind.
6. Attempting to coerce an employee to do wrongful acts that would affect the business interests of the District.
7. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for his/her safety, or the safety of his/her immediate family, as defined in Civil Code section 1708.7.
8. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.
9. Possession of firearms (loaded or unloaded), bullets, weapons, or any other dangerous devices on District property. This includes look-alike weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to the following, when their possession or use is not expressly authorized by a District supervisor or Department Head: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives, folding knives having a blade that locks into place, razor blades, clubs, explosives, accelerants, poisons, and acids.
10. Use of a personal or District-issued tool or other equipment in a threatening manner toward another.
11. Engaging in any other act or behavior toward any other employee, customer, visitor, or other person, group, or organization that is or may be or perceived to be abusive, intimidating, threatening, dangerous, or harmful.

E. Items that are brought onto District premises in violation of this Policy are subject to confiscation and destruction.

**II PROCEDURE**

A. Any employee who has been the victim of, or has witnessed behavior believed to have violated this Policy shall promptly report it to the Human Resources Department or to the General Manager. Customers and members of the public who have similar information or suspicion may also assist the District by reporting it to the Human Resources Department or to the General Manager.

**POLICY NO. 04 – VIOLENCE PREVENTION**

1. If there is reason to believe that a violation of this Policy has placed the safety of an employee or anyone else in immediate danger, a supervisor or manager should be notified as quickly as practicable. In the event of a life threatening situation, the reporting party should provide for their own safety first, and then as soon as practicable dial 911 and request police assistance.

B. Employees who have reason to believe that they or any District employee may be the subject of a future violent act in the workplace or as a result of their District employment, should immediately notify their supervisor or manager, or Human Resources.

1. District employees who obtain protective orders against another person, whether they are an employee or not, which include or describe District premises or property must provide copies of that order to the Director of Human Resources or the General Manager within twenty four (24) hours of receipt of it. The failure to do so regardless of the reason may be considered a violation of this Policy and subject the offending employee to disciplinary action up to and including termination.

2. As set forth in Policy 19.3, and in accordance with Section 230(f) of the Labor Code, an employee who has been the victim of domestic violence, sexual assault, or stalking may request an accommodation for his/her safety at work.

C. Following notification of a suspected violation, or future violation, of this Policy, the Director of Human Resources will initiate an investigation. That investigation may include the use of resources or individuals external to the District. Regardless, all employees are required to cooperate with any District initiated investigation. The failure to do so may result in disciplinary action up to and including termination.

1. An investigation may also involve a search of District property including but not limited to, desks, files, computers, PDAs, cell phones, cabinets, lockers, equipment and vehicles. Employees do not have a reasonable expectation of privacy in such District property.

D. Upon completion of the investigation, the Director of Human Resources and other decision-makers as designated by the District will determine what action, if any, is to be taken.

E. Violations of this Policy by any individual may be followed by legal action as appropriate, which may include, seeking a temporary restraining order and/or injunction on behalf of District employees if the situation warrants such action. In addition to appropriate legal action, violations of this Policy by employees may lead to appropriate disciplinary action, up to and including termination.

**Adopted by IRWD Board of Directors on:**

**IRVINE RANCH WATER DISTRICT**  
**PERSONNEL POLICIES AND PROCEDURES**  
**POLICY NO. 6 - HIRING AND PROBATION**

**I. IN GENERAL**

**A. Commitment to Compliance with Employment Laws Regarding Hiring**

The District is committed to full compliance with state and federal laws affecting the hiring process. It is the District's policy to recruit, screen, employ, retain, promote, train, compensate, evaluate, terminate, and otherwise treat all job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, sexual orientation, gender, gender identity, gender expression, race, color, religion, national origin, ancestry, pregnancy, age, marital status or registered domestic partner status, military or veteran status, genetic information, medical condition, physical or mental disability, or any other characteristic protected by applicable state or federal law. Further, the District does not discriminate against applicants or employees who are perceived to have such characteristics or who associate with an individual having such characteristics.

**B. Position Categories**

In an effort to determine eligibility for various benefits, the following position categories have been established:

1. **Regular Full-Time Employee:** Hired to work on a regular basis for 40 hours/ week. Eligible for all benefits.
2. **Regular Part-Time Employee:** Hired to work on a regular basis for less than 40 hours/week. Eligible for all benefits on a pro-rated basis.
3. **Temporary Employee:** Hired to work for a limited duration due to special projects, backlogs, or emergencies on either a full-time (40 hours/week) or part-time (less than 40 hours/week) basis. Only eligible for holiday pay, workers' compensation benefits, sick leave, and other benefits as required by law.
  - a. **Student Intern:** A temporary employee who is actively enrolled as a student in an institution of higher learning at either the undergraduate or graduate level. Student Interns work less than 20 hours/week.

**C. Posting**

1. The Human Resources Department of the District is responsible for posting employment opportunities available within the District. Employment opportunities ordinarily will be posted for a minimum of five days via electronic communication methods.

**POLICY NO. 6 – HIRING & PROBATION**

2. Employees who are interested in posted positions are required to complete an electronic application form via the District's on-line applicant tracking system prior to the posted closing date for the position.

**D. Eligibility for Promotions and Transfers**

1. The District encourages employees to apply for promotions to positions for which they are qualified. Promotional opportunities are posted via the District's on-line applicant tracking system and announced via email and the District's intranet system.
2. Employees who have been employed by the District for at least six months and are interested in consideration for posted positions are required to complete an electronic application form via the District's on-line applicant tracking system prior to the posted closing date. Employees who have been employed with the District less than six months may not qualify for a transfer or promotion to another position if the change is not in the best interest of the District, as determined in the sole discretion of the Director of Human Resources.
3. Promotions and transfers shall be based on the ability, qualifications, and potential of the candidates for the positions. Employees are not automatically entitled to a promotion or transfer for which they apply.
4. The District is an Equal Employment Opportunity employer, as addressed in Policy 2.

**E. Hire of Temporary Employee into Regular Status**

1. A temporary employee who competes successfully for a regular position is not eligible for retroactive District benefits. Additionally, their anniversary date will not be adjusted to give the employee credit for the number of hours worked for the District as a temporary employee.

**II. HIRING PROCESS**

**A. Minimum Qualification Review, Criminal Conviction History, and Salary History Information**

1. Applications are reviewed by a Human Resources representative to determine those that meet the minimum qualifications of the job. The applications of all candidates who meet the minimum qualifications for an open position at the District will be forwarded to the appropriate Department by the Human Resources Department via the District's electronic applicant tracking system. Each department is responsible to provide information to the Human Resources Department regarding those applicants with whom the department wishes to invite for an interview.
2. The District will not ask any applicant for employment to disclose, through any written form or verbally, at any time, information concerning



an arrest or detention that did not result in conviction, or information concerning a referral to, and participation in, any pretrial or posttrial diversion program, or concerning a conviction that has been judicially dismissed or ordered sealed pursuant to law, including but not limited to, Sections 1203.4, 1203.4a, 1203.45, and 1201.1 of the Penal Code.

3. Unless otherwise required by law, the District will not ask an applicant for employment to disclose, orally or in writing, information concerning the conviction history of applicant, until the District has issued a conditional offer of employment. The job announcement for the position in question will advise whether a lawful exception to this Section and/or to Sections D.2.a.ii-iv applies.
4. The District will comply with applicable California law limiting the consideration and use of salary history information for applicants.

**B. Hiring and Employment of Relatives, Individuals with a Residential Relationship, or Other Actual or Potential Conflicts of Interest**

1. Applicants for employment who are relatives of employees or are individuals with whom employees reside are not eligible for employment with the District in any position or assignment where potential problems of supervision, safety, security or morale exist. Further, the District desires to avoid situations in which other actual or potential conflicts of interest may exist and may deny employment on that basis in accordance with applicable law.
  - a. For purposes of this policy, relatives include an employee's parent (including in-laws and stepparents), spouse, child (including stepchild), brother, and sister (including step siblings, brother-in-law and sister-in-law). Relatives also include an employee's registered domestic partner, and the parents, children, and siblings of a registered domestic partner
  - b. As noted above, these provisions are not limited to relatives and apply to other covered situations involving actual and potential conflicts of interest.
2. If two current employees become subject to the restrictions of this policy, the District reserves the right to determine whether or not an actual or potential conflict of interest or an effect on supervision, safety, security and/or morale exists. In any case where the District determines, in its sole discretion, that a relationship between two employees may create an actual or potential conflict of interest, or may affect supervision, safety, security or morale, the District may take whatever action it determines to be appropriate to avoid the actual or potential conflict of interest.
3. Any questions regarding this conflict of interest policy should be directed to the Director of Human Resources. If an employee becomes involved in

any such actual or potential conflict of interest, he or she must notify his/her supervisor immediately.

**C. Interview**

An interview will be conducted with the selected applicants by a department representative, a representative of the Human Resources Department, and at least one other individual from within the District and/or from an external agency.

The department representative is responsible to work with Human Resources to prepare a list of job-related questions that will be asked during the interview. Each applicant will be asked the same general questions to ensure a fair and accurate evaluation of applicants interviewed.

**D. Reference Checks and Verification of Education and Work History**

**1. Reference Checks**

After obtaining any required authorization, the Human Resources Department or the hiring Department will contact any professional references identified by the applicant.

**2. Work History Verification**

A work history investigation will be conducted by the Human Resources Department or the investigative firm conducting the background check for all applicants being considered for employment. Information concerning the last three positions held or 10 years will generally be obtained. Falsification of work history will generally be grounds for immediate termination or withdrawal of an employment offer.

**3. Educational History Verification**

Educational history information based on the education requirements of the job will be verified for all candidates being considered for employment by the Human Resources Department or the investigative firm conducting the background checks. Falsification of school history will generally be grounds for immediate termination or withdrawal of the employment offer.

**E. Offers of Employment and Related Procedures**

Once a selection has been made from the applicants interviewed for an open position at the District, the process continues with the top candidate(s).

**1. Conditional Offer of Employment**

Offers of employment are made by an authorized representative of the Human Resources Department. Under no

circumstances are offers of employment to be made by any other representative of the District without the consent and knowledge of the Director of Human Resources. Human Resources is responsible for approving all offers of employment. In some instances, the General Manager's approval may also be required. In the event such offers are made without the required consent or knowledge, they are not binding. After an offer of employment is made, employment is contingent upon successfully completing the following criteria.

**a) Background Screening and Conviction History**

An offer will be conditioned on a requirement that the applicant be undergo a background check (including a Consumer Credit Report and/or Investigative Consumer Report, where applicable) prior to beginning employment. Candidates may also be required to provide their driver's license number so that a Department of Motor Vehicle report can be obtained. The applicant will be notified of any applicable requirements, and will be required to provide background information and authorization to conduct an investigation. These investigations will be conducted for position categories where permitted by, and in accordance with, applicable state and federal laws.

- i) If the background screening discloses a previous criminal conviction, the Human Resources Director will conduct an individualized assessment, taking into account a number of factors in determining whether to disqualify the applicant and rescind the conditional offer of employment. Such factors may include the nature of the position, nature of the conviction, length of time since conviction and completion of any resulting incarceration or probation.
- ii) The Human Resources Director will then make a preliminary determination based on the results of the individualized assessment. If that preliminary determination is to disqualify an applicant based on conviction history, the Human Resources Director will issue a written notice of intent to the applicant, identifying the conviction at issue, including a copy of the conviction history report (if any), and advising of the applicant's right to respond within five business days to challenge the accuracy of the conviction history report and provide evidence of any mitigating circumstances. An applicant who notifies the Human Resources Director of efforts to obtain evidence disputing the conviction history information or report will receive an additional ten business days to respond.
- iii) After considering any information provided by the applicant, the Human Resources Director will make a final

decision regarding disqualification. If the final decision is to disqualify the applicant based on conviction history, the Human Resources Director will provide written notice to the applicant of the decision and of the applicant's right to file a complaint with the California Department of Fair Employment and Housing.

**b) Physical Examination**

i) The final candidate(s) for the open position after completion of the background and conviction history screening process will be required to complete a physical examination to assess the candidate's ability to perform the essential functions of the job, with or without reasonable accommodation. The cost for the applicant's physical will be paid by the District. The candidates must successfully complete the physical examination to be considered for employment.

ii) **Drug/Alcohol Screening – Safety Sensitive Positions**

The District is committed to providing a safe, efficient and productive work place. To achieve this objective, the District desires to prevent drug or alcohol use from adversely affecting the work place. Accordingly, candidates for safety sensitive positions with the District are also required to satisfactorily take and pass a drug and alcohol screening examination prior to beginning employment. The screening will be performed at the District's expense in conjunction with the physical examination.

iii) Medical authorization for work will be kept confidential. Such documentation will be kept in the employee's confidential medical file.

**c) Verification of Lawful Work Status  
Under Immigration Rules**

The District is required by the federal immigration laws to verify the identity and legal ability to work of all individuals before they can be hired. In keeping with this obligation, documentation that shows each person's identity and legal authority to work must be inspected. Each employee must also attest to his/her legal authority to work by completing an I-9 Form (available in the Human Resources Department) provided by the federal government. This verification must be completed within three business days after an individual is hired. All offers of employment and continued employment for positions in the United States are contingent on furnishing satisfactory evidence of identity and legal authority to work in the United States.

**F. Probationary Period**

**1. Conditions of Probation**

- a) All new employees will be subject to a probationary period of 12 months. The probationary period is a period of time during which a new employee's work is closely monitored in order to determine if the employee is suited for the position for which he or she was hired. An employee may be released from District service at any time during the probationary period.
- b) Employees who are promoted after the completion of their initial probationary period will serve a 3 month probationary period in the new position.

**2. Probationary Performance Evaluations**

A Probationary Employee Review will be completed by the employee's direct supervisor and discussed with the employee after completion of 4 months of employment and again after 8 months of employment. A first annual evaluation will be completed at 12 months of employment. A rating of "3" (Meets Requirements) or better on the first annual review will indicate a satisfactory completion of the 12 month probationary review period and attainment of Regular employment status.

**3. Extension of Probation**

**a) Leaves of Absence**

The probationary period will be extended when a probationary employee is on a leave of absence of any kind for more than 14 consecutive calendar days during the probationary period. The probationary period will be extended for the length of time the probationary employee is on a leave of absence.

**b) Extension for Performance Reasons**

Probationary periods may be extended for up to 6 months for performance reasons. The reasons for the extension must be documented on a Probationary Employee Evaluation and approved by the General Manager or their designee and the Director of Human Resources. The total probationary period may not exceed 18 months, excluding periods of leave as described in Section E.3.a) of this policy.

**c) Notice of Extension**

Probationary employees must be notified in writing if their probationary period will be extended for performance reasons or due to a leave of absence. A probationary employee whose probation has been extended, and who has not since been rejected from probation, will be reviewed at the conclusion of the extended probationary period and will be notified whether they have successfully completed the probationary period.

**4. Completion of Probation**

Successful completion of the probationary period is not a guarantee of continued employment. Employment with the District is on an at-will basis. Both the employee and the District have the right to terminate the employment at any time, with or without cause or notice. This at-will basis may not be modified, abrogated or altered in any way, except: (a) in the case of a represented employee, in a memorandum of understanding, collective bargaining agreement, or other memorialization of agreement between the District and the exclusive representative of the employee; or (b) in the case of an employee without a collective bargaining representative, in a written agreement signed by the General Manager and ratified by the Board of Directors.

**5. Change of Position During Probation**

If a probationary employee changes positions during the initial probationary period, as provided for in Section I.D. of this policy, the probationary period for the new position shall be the greater of the remainder of the initial probationary period or the three month probationary period applied to all position changes.

**F. Orientation Procedures**

The District has established an orientation program to help new employees make a satisfactory adjustment to their new work environment. The Human Resources Department will arrange and conduct an orientation for all newly hired employees. The orientation presentation will include information on the District's policies and procedures, employee benefit information and enrollment, as well as general new employee information.

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**

# **IRVINE RANCH WATER DISTRICT**

## **PERSONNEL POLICIES AND PROCEDURES**

### **POLICY NO. 7 – DISABLED APPLICANTS AND EMPLOYEES**

#### **I. IN GENERAL**

The federal Americans with Disabilities Act (“ADA”) and the California Fair Employment and Housing Act (“FEHA”) prohibit discrimination against applicants and employees in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment on the bases of physical disability or mental disability.

#### **II. MEDICAL EXAMINATIONS**

- A. Depending on the essential functions of a position, a medical examination may be required for:
1. Applicants who have received a conditional offer of employment;
  2. Employees returning to work from a medical leave of absence, where permitted by applicable law or District policy.
  3. Any other employee, when a supervisor observes or receives a reliable report of an employee’s possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, an employee’s dexterity, coordination, alertness, vision acuity, concentration, response to criticism, interactions with the public, co-workers, or supervisors, and an employee’s own report of potential unfitness.
  4. The results of all medical examinations will be kept confidential. Examination results will be kept in the employee’s confidential medical file.

#### **III. REASONABLE ACCOMMODATION**

- A. Reasonable accommodation is a modification or an adjustment to a job or the work environment that will enable a qualified applicant or employee with a disability to perform essential job functions. Reasonable accommodation also includes adjustments to ensure that a qualified individual with a disability has rights and privileges in employment equal to those of non-disabled employees.
- B. Examples of reasonable accommodation include making existing facilities used by employees readily accessible to and usable by an individual with a disability; restructuring a job; modifying work schedules; temporary leave(s) of absence, acquiring or modifying equipment; providing qualified readers or interpreters; or appropriately modifying examinations, training, or other programs. Reasonable

accommodation also may include reassigning a current employee to a vacant position for which the individual is qualified, if the person becomes disabled and is unable to perform the essential functions of the original job. However, there is no obligation to find a position for an applicant who is not qualified for the position sought.

- C. The District is not required to lower quality or quantity standards in order to make an accommodation, nor is it obligated to provide personal use items such as glasses or hearing aids. The District is also not required to create a new position or promote an employee as a reasonable accommodation.
- D. An applicant or employee who seeks a reasonable accommodation to perform one or more job functions must inform Human Resources, in person or in writing. The request must identify the job function(s) at issue, identify the limitation in question or the nature of the difficulty in performing the job function(s), identify the anticipated duration of the need for accommodation, and identify any suggested accommodations.
- E. An employee for whom a medical provider issues work restrictions or whom a medical provider places off work on a leave of absence must provide prompt written notice to Human Resources.
- F. Following receipt of a request for accommodation or medical notice of work restrictions, Human Resources may require additional information, such as documentation or clarification of work restrictions issued by a health care provider. The District will not require disclosure of medical diagnosis or genetic history.

#### **IV. INTERACTIVE PROCESS**

- A. The District will engage in the interactive process in accordance with the ADA/FEHA to determine whether a reasonable accommodation is available to permit a qualified applicant or employee with a disability to perform the essential functions of the position currently held or sought by that individual.
- B. The District will determine, whether reasonable accommodation(s) can be made, and the type of accommodation to provide. In selecting the particular type of reasonable accommodation to provide, the principal test is that of effectiveness, i.e., whether the accommodation will enable the person with a disability to perform the essential function(s) of the job in question. The District will not provide an accommodation that would impose an undue hardship upon the District.
- C. The District will provide the employee with written notice of any decisions made regarding requested accommodation(s).

**Adopted by IRWD Board of Directors on:**



# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 8 – COMPENSATION, HOURS OF WORK, AND OVERTIME

#### I. GENERAL POLICY

- A. The District is committed to maintaining compensation rates that are competitive in the community and our industry. The Schedule of Classifications and Salary Rate Ranges of the District, as adopted from time to time by Resolution of the Board of Directors, sets forth the range of compensation for each position.
- B. It is the intent of the District to comply with all applicable State and Federal wage and hour laws.
- C. The Human Resources Department will interpret policy and assure compliance with this policy.
- D. The Payroll Department performs the mechanics of payroll computation, which includes the calculation of benefits, standby pay, and overtime compensation.

#### II. WORK SCHEDULE, WORK WEEK, AND ATTENDANCE

##### A. Office Hours and Work Schedules

- 1. **Headquarters Facility:** Official office hours at the Headquarters facility are 8:00 a.m. to 5:00 p.m., Monday through Friday.

- a. 9/80 Work Schedules

- i. Most Headquarters employees are generally assigned to a 9/80 work schedule in which employees work four consecutive 9-hour shifts each week, with one additional 8-hour shift worked every other workweek (the “Flex Day.”)
- ii. The workweek for employees assigned to a 9/80 schedule is defined as seven consecutive 24 hour periods beginning 4 hours into their Flex Day and ending 3 hours and 59 minutes into their usual scheduled day off. For example, for employees working a 9/80 schedule with a Friday Flex Day, the workweek will begin at noon on their normally scheduled Friday off, and end at 11:59 a.m. the following week on the Friday Flex Day.
- iii. Department Heads are authorized to assign personnel between 6:30 a.m. and 5:30 p.m. with variable length lunch hours. At a minimum, a skeleton crew must be on duty to cover all office hours.

**POLICY NO. 8. – COMPENSATION, HOURS OF WORK, AND OVERTIME**

b. 5/40 Work Schedules

- i. Some employees are assigned to a work schedule in which employees work Monday through Friday from 8:00 a.m. to 4:00 p.m.
- ii. The workweek for employees assigned to a 5/40 schedule is defined as seven consecutive 24 hour periods beginning at midnight on Sunday and ending at 11:59 p.m. the following Sunday.

**2. Michelson Facility and Los Alisos Reclamation Plant (LAWRP):** Because of the unique requirements of the seven-day per week operations of the District's facilities, the workweek and work schedules of Operations staff will be established, and may be revised from time to time, by the General Manager in consultation with the management staff responsible for operations.

a. 4/10 Work Schedules

- i. Employees are generally assigned to a 4/10 work schedule in which employees work four consecutive 10-hour shifts each week.
- ii. The workweek for employees assigned to a 4/10 schedule is defined as seven consecutive 24 hour periods beginning at midnight on Sunday and ending at 11:59 p.m. the following Sunday.

b. 9/80 Work Schedules

- i. Some employees are assigned to a 9/80 work schedule in which employees work four consecutive 9-hour shifts each week, with one additional 8-hour Flex Day worked every other workweek.
- ii. The workweek for employees assigned to a 9/80 schedule is defined as seven consecutive 24 hour periods beginning 4 hours into their Flex Day and ending 3 hours and 59 minutes into their usual scheduled day off.

**3. Changes to Work Schedules.** Employees may request, or may be required, to work a different daily schedule or workweek, in keeping with their classifications and job responsibilities. Exceptions to the standard daily schedule of work hours are subject to advance, written approval, by the appropriate Department Head, in consultation with Human Resources.

**B. Punctuality and Attendance**

1. Employees must be in attendance on time at their work station or location in accordance with District policies, Department policies, or labor agreements regarding hours of work, holidays, and leaves.
2. Employees must make every effort to schedule personal appointments outside their working hours.

## **POLICY NO. 8. – COMPENSATION, HOURS OF WORK, AND OVERTIME**

3. Employee adherence to policies or other standards governing attendance, procedures governing use of leaves of absence, and tardiness will be reviewed and evaluated during the employee's annual performance evaluation.

### **C. Unauthorized Absence/Job Abandonment**

1. When an employee has been absent without authorization from work for more than three consecutive workdays, and in the opinion of the Department Head the employee has abandoned his/her position, the Department Head must notify Human Resources.
2. Human Resources will notify the employee that the District has determined he/she has abandoned his/her position and that the employee has five working days upon receipt of the notice to contact the District regarding his/her intent to return to work. The notice will also advise the employee that failure to contact the District within the five-day period will be deemed an automatic resignation effective on the sixth day. Such notice will be in writing and sent by certified mail or personal service to the last address listed in the employee's personnel records.
3. Job abandonment may include, but is not limited to:
  - a. An employee's failure to return to his/her employment upon conclusion of any authorized leave of absence without requesting, and submitting medical certification in support of, additional time off work;
  - b. An employee's failure to provide proper notice by telephone or in writing to his/her supervisor regarding absence due to sickness or injury, except as provided in Policy 19, regarding unforeseeable pregnancy disability or family care or medical leave;
  - c. An employee's failure to report for work without first obtaining approval to take a paid or unpaid leave of absence in accordance with these Policies or applicable Memorandum of Understanding;
  - d. An employee's failure to keep Human Resources reasonably apprised of disability status for which the employee is off work or failure to respond to inquiries from the District regarding disability status or intent to return to work, whether or not subject to medical restrictions.
4. If an employee fails to respond within five working days to the notice of abandonment of position, the employee may be considered to have abandoned his/her position of employment with the District. Abandonment of position constitutes an automatic resignation from District service.

## **III. SALARY AND OTHER COMPENSATION**

- A. **Salary Administration:** The District has adopted a salary administration policy for the compensation of employees and to specify the conditions for increasing employees' salaries.

**POLICY NO. 8. – COMPENSATION, HOURS OF WORK, AND OVERTIME**

1. The Human Resources Department is responsible for the maintenance of job classifications, salary ranges, salary surveys, and administration of the salary program.
2. All salary changes must be approved by the General Manager.

**B. Salary Ranges**

Each position is assigned a salary grade and each salary grade is assigned a minimum and a maximum salary range. An exceptional "Fifth Quartile" range has been created for employees rated as exceptional in connection with their most recent performance evaluation.

**C. Hiring Rate**

The normal hiring rate will be within the first quartile of the established position's salary range. Offers of employment above the second quartile require prior approval of the Director of Human Resources and the General Manager.

**D. Merit Increases**

1. Merit increases are granted in proportionate relation to an employee's demonstrated job performance. Supervisors shall establish expectations and communicate these expectations to each of their direct reports. In addition, Supervisors shall confer with each employee concerning performance according to District policy. (See Policy No. 10 - Employee Performance Review).
2. The Supervisor recommending a performance rating for an employee shall provide input to their Executive Director, who will provide the information to Human Resources. Human Resources will use the Merit Increase Table to determine the merit increase amount based on the employee's performance rating and quartile placement. Any recommended performance rating at the 5- or 5 level requires review and approval of the General Manager.

**E. Salary upon Promotion**

The increase to salary granted at the time of promotion shall be calculated using the Promotional Increase Guidelines established by the General Manager as a guide. The formula will generally be followed except in those instances where a higher increase is required to bring the employee's salary to at least the minimum of the new salary grade or an adjusted increase amount is appropriate to achieve internal equity within a department.

**F. Salary upon Transfer**

Generally, transfers will not be accompanied by a salary increase unless an employee had been scheduled to receive a merit increase at the time of transfer.

**POLICY NO. 8. – COMPENSATION, HOURS OF WORK, AND OVERTIME**

**G. Salary upon Demotion**

An employee who is demoted to a position in a class with a lower salary range will have his/her salary reduced as follows:

1. Following a disciplinary demotion, the employee's salary will be reduced to the same salary step in the range for the lower class.
2. Following a voluntary demotion, the General Manager has discretion whether to Y-rate the employee's salary or reduce the employee's salary to the same salary step in the range for the lower class.

**H. Acting Pay**

1. From time to time an employee may be requested by his/her Executive Director to act in the capacity of a higher level position for an extended period on a job assignment which is clearly outside the normal job responsibilities of his/her position. In these instances, the General Manager is authorized to approve temporary monthly salary adjustments or "acting pay" to compensate the employee during such assignments. Approval by the General Manager must be received prior to the pay period during which acting pay will be paid. Payment of the temporary acting pay, less withholdings as required by law, will be added to the employee's pay during the normal payroll processing.
  - a. Acting pay is a higher level assignment made necessary by a vacancy, extended leave of absence, or other significant needs of the District Service. Acting pay is not to be granted in the case of normal vacation or other short term leave circumstances. In accordance with CalPERS requirements (Government Code 204890), an acting assignment made to a vacant position in active recruitment will not exceed a total of 960 hours in each fiscal year.
  - b. The General Manager may approve retroactive acting pay in his/her sole discretion.
2. Acting pay of up to 10% above the employee's base rate of pay will be the standard for compensating employees who take on acting assignments or job duties beyond and/or in addition to their normally assigned job responsibilities.
  - a. An exception may be considered for a higher amount of acting pay in situations where the employee's current rate of pay is more than 10% below the bottom of the range they are acting in or if they are taking on considerable extra assignments, as determined by their Department Director and/or Executive Director. In no case will acting pay exceed the Maximum of the pay range of the acting classification.
  - b. When determining the amount of acting pay to be granted, care should be given to not provide a rate of acting pay that would result in a *pay reduction* per the Promotional Increase Guidelines in the case of a promotion.

**IV. HOURS WORKED AND OVERTIME**

**A. In General**

1. Time taken as paid leave, including but not limited to, holidays, vacations, sick leave, and other similar periods when no work is performed will constitute “hours worked” for purposes of weekly overtime calculation.
2. Non-exempt employees will be compensated for travel time, attendance at training or meetings, and other similar time where required under applicable state and federal wage and hour laws.

**B. Meal Periods**

**1. Standard**

- a. Non-exempt employees are entitled to unpaid meal periods during which they will be entirely relieved of responsibilities and restrictions. Such time will not constitute hours worked.
- b. Supervisors will schedule meal periods to ensure appropriate coverage. Non-exempt employees who work during their meal periods will be paid for time worked. Working through meal periods without advance approval is grounds for employee discipline, up to and including termination.

**2. Overtime Meals**

- a. Employees working greater than 2 hours unplanned overtime immediately after their scheduled workday or working 4 hours unplanned overtime are provided a meal allowance. Unplanned overtime is overtime that is required with less than twenty-four hours advance notice. An additional meal allowance is granted at 6-hour intervals after the first allowance.
- b. Working conditions govern the actual time of eating the meal. Supervisors will make every attempt to provide an opportunity for employees working overtime to have time to eat a meal.
- c. Employees qualifying for a meal allowance under this Policy will be reimbursed for their expenses on the following business day upon presentation of an expense receipt accompanied by a completed petty cash receipt with the appropriate signatures.
- d. The amount of the meal allowance is established at the discretion of the General Manager. Reimbursement will be made only for meals actually purchased.

**C. Rest Periods**

1. Non-exempt employees are entitled to two, 10-minute, paid rest periods during each workday. Such time constitutes hours worked.
2. Non-exempt employees are not permitted to combine rest period time with meal period time.
3. Supervisors will schedule rest periods to ensure appropriate coverage.

**D. Work Performed Outside Regular Shift or Schedule.**

1. Non-exempt employees are not permitted to work outside of their regularly scheduled shifts except as authorized or directed by their supervisor, or in the event of an emergency.
2. Working outside the regularly scheduled shift without advance approval may result in employee discipline, up to and including termination.
3. This requirement applies to, but is not limited to, the following work by non-exempt employees:
  - a. Work performed before the start of the shift;
  - b. Work performed during meal periods;
  - c. Work performed after the end of the shift; and
  - d. Other work performed "off the clock" including work performed at home.
4. All employees must take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts. Where required, time spent on such work must be kept to a minimum.
5. Employees may occasionally be asked to work beyond their normally scheduled hours. When this occurs, supervisors should attempt to provide as much advance notice as possible, however, such advance notice is not always possible. Non-exempt employees who are required or permitted to work overtime will receive overtime pay in accordance with the requirements of the Fair Labor Standards Act, state laws, and the District's compensation policies.
  - a. When practicable, such opportunities will be made available on an equal basis to all full-time employees capable of performing the work.
  - b. All employees who are scheduled to work outside of their regularly scheduled shift are required to work the assigned hours, unless otherwise excused by their supervisor.

**E. Compensation for Overtime Hours Worked**

1. Non-exempt employees will be compensated at an overtime rate for hours worked in excess of 40 hours in their designated workweek, or for hours worked in one day in excess of a non-exempt employee's regular schedule.
2. Overtime will be computed at one and one-half (1-1/2) times the employee's regular rate of pay. Employees shall also be paid one and one-half (1-1/2) times their regular rate for time worked on a District-approved holiday in addition to their normally scheduled hours of holiday pay.
3. Under no circumstances will the District pay overtime to an employee on any day that the employee has used sick or vacation hours, except in the case of an after hours emergency response or callout.
4. The District will reimburse employees for mileage when they are required to drive their personal vehicle to work overtime on any scheduled day off. This overtime can be for an emergency callout or scheduled work.
5. The District does not permit employees the option to accrue or use compensatory time off in lieu of receiving pay overtime pay. Accordingly, employees should not request the opportunity to make up time for time missed if the make-up time will result in overtime work.

**F. Standby and Call-Out Pay**

1. Because of emergencies and nature of the services provided by the District, it is necessary to utilize "stand-by" or "call-out" personnel from time to time. Department managers are responsible for setting forth authority, regulations and procedures relative to this type of overtime.
2. Minimum paid time for call-out shall be two (2) hours. Standby compensation pay will be 1.86 hours of overtime pay for each day assigned to standby duty, not to exceed 13 hours of overtime pay for one work week
3. Under no circumstance will the District pay standby to an employee on any day in which the employee does not report to work due to his/her own illness or injury or leaves work early due to his/her own injury or illness.

**G. Safety Hours**

The District will provide paid Safety Hours in addition to overtime pay according to the details outlined in Administrative Work Procedure 6.



**V. TIMEKEEPING AND TIME RECORDS**

**A. In General**

1. Time records represent legal documents that are used to accurately record working time to compensate employees properly. As such, employees are required to record their work time for each day designate hours toward any leave time taken.
2. In submitting a timecard, employees are representing that the time and hours recorded accurately and fully reflect all the time worked within the pay period.

**B. Supervisors' Duty to Monitor**

Supervisors are responsible for monitoring employee time including the following:

1. Start time for each work day;
2. Start time for each meal period;
3. End time for each meal period;
4. End time for each workday;
5. Whether a meal period is taken (if no meal period is taken it must be recorded as time worked);
6. All actual time taken as paid leave; and
7. Any additional time during which work is performed, including work performed outside the regular shift.

**C. Submission of Time Cards for Supervisor's Review**

Employees responsible for completing time cards must ensure that the time cards are submitted to their supervisors on the day designated by the District. Supervisors will review and address potential issues in time cards as established in this Policy. Supervisors must approve each time card, thereby attesting to the completion of such review and confirmation that the time recorded reflects all work performed by the employee of which the supervisor was reasonably aware.

**D. Changes or Corrections to Time Cards**

Any changes or corrections to an employee's time card or time record must be initiated by the employee and the employee's supervisor.

**POLICY NO. 8. – COMPENSATION, HOURS OF WORK, AND OVERTIME**

**E. Improper Deductions**

1. The District prohibits improper deductions from the salaries of exempt employees. The District does not condone deductions that violate applicable state or federal wage and hour laws.
2. An exempt employee who believes that an improper deduction has been made to his/her salary should immediately report this information to Human Resources.
3. The District will promptly investigate reports of improper deductions. If the District determines that an improper deduction has occurred, the employee will be promptly reimbursed for the improperly deducted amount.
4. The District is committed to ensuring that any improper deductions that do occur are corrected immediately upon notice or report.

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**

**IRVINE RANCH WATER DISTRICT**  
**PERSONNEL POLICIES AND PROCEDURES**  
**POLICY NO. 9 – SEPARATION FROM EMPLOYMENT**

**I. IN GENERAL**

- A. In the case of employees represented by an association or other exclusive collective bargaining representative, the grounds for discipline and termination, as well as grievance, appeal and dispute resolution rights relating to any such discipline or termination, may be set forth in a memorandum of understanding or other written agreement between the District and the collective bargaining representative. To the extent that such agreement adds to, modifies, or differs in any way from this policy, the agreement will govern.
- B. The relationship between the employee and the employer is for an unspecified term and is considered employment at will. Consequently, the employment relationship with any employee can be terminated at will, either by the employee or the District, with or without cause or advance notice. This at will policy is intended to be the final expression of the District's understanding regarding the terms under which employment may be terminated, and it may not be modified, limited, augmented or changed in any way except in writing signed by the General Manager of the District and the employee, or with respect to represented employees, as detailed in Section I.A., above.
- C. An employee may be placed on a paid administrative leave if necessary while a disciplinary investigation is being conducted. In such cases, the employee will be notified in writing of the reasons for and/or events leading to the District's decision for this action.
- D. Employees who are separating from employment are to return all District-furnished uniforms, tools, and equipment, such as I.D. cards, keys, vehicles, manuals, software, storage devices, credit/fuel cards, as well any other District property in their possession or control. Such items must be turned in to their immediate supervisor on or before the last day worked. Employees are reminded that any work (i.e., reports, correspondence, software, etc.) or work in progress created, modified, or completed while they were employed by the District is the property of the District and should be turned over to the employee's supervisor, along with any associated encryption or password information, upon separation.

**II. VOLUNTARY SEPARATION**

- A. When an employee leaves employment for any reason other than involuntary separation, a two-week advance notice to the employee's Supervisor is requested. Although such a notice is not required, an employee who is eligible to receive sick leave benefits upon voluntary separation will receive such benefits only if two weeks' notice is received.

**POLICY NO. 9 – SEPARATION FROM EMPLOYMENT**

- B. The Supervisor will immediately inform the Human Resources Department of a voluntary termination and will forward the employee's written notice. If no written notice is provided, the Supervisor will request that a Voluntary Resignation Form be completed by the employee and will forward the completed Form to Human Resources.
- C. The Human Resources Department may schedule an exit interview with each employee who leaves the District, and/or provide an exit interview survey form for the employee to complete.

**III. INVOLUNTARY SEPARATION**

- A. The District retains the right to discipline, demote, transfer, and separate employees, or take other employment action, in its sole discretion, with or without cause or notice. Although the District maintains a progressive discipline process for non-probationary employees that may be used to help improve inadequate work performance or to correct problems, the choice in any instance to utilize this progressive discipline process does not change the at-will nature of the employment relationship.
- B. The Human Resources Department must be notified and consulted in advance of all involuntary separations of employment.

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**

**IRVINE RANCH WATER DISTRICT**  
**PERSONNEL POLICIES AND PROCEDURES**  
**POLICY NO. 16 - SICK LEAVE**

**I. GENERAL POLICY**

- A. To minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, and comply with applicable California law, the District provides regular full-time employees, regular part-time employees, and temporary part-time employees with sick leave in accordance with the terms set forth in this Policy.
- B. The District reserves the right to require a satisfactory statement of a licensed physician whenever an employee misses work due to an illness, injury or disability. The employee may be asked to provide a physician's statement that verifies the nature of an illness, injury or disability, its beginning and ending dates, and/or the employee's ability to return to work without endangering his/her own safety or the safety of others. Although a physician's statement normally will not be requested for absences of less than three working days, the District may request such a statement in situations where it determines it is warranted.
- C. All employees are eligible to accrue and use paid sick leave in accordance with the applicable terms of this Policy.

**II. ACCRUAL**

- A. **Regular Employees:** Each regular employee will accrue sick leave hours at the rate of 96 hours per year; 3.69 hours per pay period, pro-rated based on a 40-hour weekly schedule. This accrual begins with the first day of employment, and is available for use as soon as hours are accrued. An employee will be allowed to accrue an unlimited number of sick leave hours.
- B. **Temporary Employees:** Each temporary employee will accrue sick leave at the rate of 1 hour for every 30 hours worked, to a maximum of 48 hours (or the equivalent of six of the employee's usual work shifts, whichever is greater). This accrual begins with the first day of employment, and is available for use as soon as hours are accrued, following completion of a 30-day eligibility period for new hires. A temporary employee may use up to 24 hours of sick leave (or the equivalent of three of the employee's usual work shifts, whichever is greater) per year of employment, calendar year or 12-month period, as determined by the District. Accrued sick leave up to 48 hours (or the equivalent of six of the employees usual work shifts, whichever is greater) may carry over to the following year of employment, calendar year or 12-months period as determined by the District. In no circumstance may a temporary employees' total accrual of sick leave exceed 48 hours (or the equivalent of six of the employee's usual work shifts, whichever is greater).

**C. Sick Leave Accrual during Leaves of Absence**

1. **Accrual during Paid Leave:** A regular employee on authorized leave of absence will continue to accrue sick leave hours at the same rate set forth in Section II.A., as long as accrued sick leave and vacation hours have not been exhausted and provided the employee is utilizing some portion of accrued leave benefits. Once accrued sick leave and vacation hours have been exhausted, or if an employee elects not to coordinate benefits while on a leave of absence, the employee will cease to accrue sick leave hours until he/she returns to active employment status.
2. **Accrual during Consecutive Unpaid Leave:** An employee on an authorized leave of absence without pay, including extended military leave of absence, extended sick leave, or FMLA/CFRA/PDL leave, taken on a consecutive basis, will not accrue sick leave during such absences, unless otherwise required by law.
3. **Accrual during an Intermittent or Reduced Schedule Leave:** An employee on an authorized leave of absence taken on an intermittent or reduced schedule basis will accrue sick leave as provided in Section II.C.1.

**D. Sick Leave Added Days**

1. **Regular Employees:** The General Manager has the authority to loan, in writing, up to five (5) days of paid sick leave to an employee provided that all accrued sick leave and vacation hours have been exhausted. Unearned days of paid sick leave loaned to an employee must be repaid upon return to work. In the event the employee terminates employment prior to the complete repayment of loaned sick leave days, the employee is responsible for direct repayment to the District for the remaining number of hours.
2. **Temporary Employees:** The District will not loan or advance paid sick leave to temporary employees before it has been accrued.

**III. USE OF SICK LEAVE**

**A. Permitted Reasons to Use Sick Leave:** Upon oral or written request, employees may use sick leave for any of the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
  - a. For purposes of this Policy, "family member" includes a biological, adopted, or foster child, stepchild, legal ward, a child to whom the employee stands *in loco parentis*, or a child of a registered domestic partner, regardless of the child's age or dependency status; a biological, adoptive, or foster sibling, parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the Employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; or a grandchild.

**POLICY NO. 16 – SICK LEAVE**

- b. The use of unused accumulated sick leave hours is allowed for pregnancy-related illness or disability, just as it is for other illness or disability.
- 2. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- 3. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- 4. All employees are permitted to use up to five days of accrued sick leave per year for bereavement, upon the need for additional bereavement time off, as provided in Policy 17 - Bereavement.

**B. Holidays during Sick Leave**

In the event that any holiday occurs during a period when any employee is on paid sick leave, the holiday will not be charged against the employee's accumulated sick leave.

**C. Coordination of Sick Leave with Disability Payments**

When an employee becomes eligible for disability benefits from the State of California Employment Development Department's State Disability Insurance (SDI) program, or workers' compensation, the employee may use accumulated sick leave hours to supplement these payments. Accrued sick leave benefits will be used to supplement such disability payments only to the extent necessary to provide total compensation equal to the employee's straight time compensation immediately before the beginning of the illness, disability or injury.

**IV. PAYMENT FOR UNUSED SICK LEAVE**

**A. Upon Separation from Employment**

**1. Regular Employees**

a. Eligibility

- i. Regular employees who have worked for the District for at least 24 consecutive calendar months as a regular employee are eligible to receive payment for accrued and unused sick leave, as follows:

(A) An eligible employee who separates from employment voluntarily, through resignation, service retirement or disability retirement, must provide at least two weeks' notice prior to separation.

(I) Employees who provide notice prior to separating from District employment for any reason are not permitted to first exhaust accrued and unused sick leave unless used for a permitted reason in accordance with Section III of this Policy.

(B) Following the lay-off of an eligible District employee, payment will be issued in accordance with this Policy.

(C) Following the death of an eligible employee, payment will be made in accordance with applicable law and District policies and practices.

ii. Employees whose employment has been terminated by the District other than by lay-off are not eligible to be compensated for unused sick leave.

b. Amount: Eligible employees will receive the equivalent of fifty (50) percent of the employee's accrued sick leave to a maximum of 960 hours, times the employee's current hourly straight time pay rate.

**2. Temporary Employees:**

a. Temporary employees are not eligible to receive compensation at any time for accrued and unused sick leave.

**B. Annual Payment for Unused Accrued Sick Leave**

**1. Eligibility**

a. Regular employees may choose to receive payment for unused accrued sick leave, up to a maximum of 96 hours, once per year, in accordance with the terms in this Policy, as long as a minimum balance of 80 hours remains.

b. Temporary employees are not eligible for any payment for unused accrued sick leave.

**2. Amount, Form, and Timing of Annual Payment**

a. Amount: Payment will be made to the employee in accordance with the following percentage schedule times the employee's current wage rate:

Years of Regular District Service	Amount of Buy-Back
0-10 years (less than 11 years)	Up to 96 hours @ 50%



**POLICY NO. 16 – SICK LEAVE**

11-15 years (less than 16 years)	Up to 30 hours @ 100%; remainder (up to 66 additional hours) @ 50%
16-20 years (less than 21 years)	Up to 60 hours @ 100%; remainder (up to 36 additional hours) @ 50%
21 years or more	Up to 96 hours @ 100%

- b. Form: Employees may choose to receive either a cash payment or an equivalent contribution to their 457 deferred compensation account.
- c. Timing: Compensation for sick leave buy-back will be made to the employee in November of each year.

**V. REINSTATEMENT OF UNUSED ACCRUED SICK LEAVE**

If any employee who had a sick leave balance remaining at the time of separation from District employment, which balance was not paid out under the terms of Section IV. A. 1 above, is rehired by the District within one year from the date of separation, then that same balance will be reinstated to the employee. The rehired employee will be entitled to use the reinstated sick leave and to also accrue additional sick leave upon rehiring in accordance with this Policy.

**VI. SICK LEAVE DONATION PROGRAM**

**A. In General**

- 1. The Sick Leave Donation Program allows eligible employees who have accrued sick leave hours to voluntarily donate a portion of their accumulated hours to another employee who has exhausted his/her accrued sick and vacation leave due to a non-work-related catastrophic illness or injury of the employee or the catastrophic illness or injury of an employee's dependent parent, spouse or registered domestic partner, or child requiring the presence of the employee.
- 2. Catastrophic illness or injury is defined as a severe illness or injury which totally incapacitates a person for an extended period of time and is severely debilitating or life-threatening. Illnesses such as cancer, heart attack, or stroke would be considered catastrophic illnesses. Pregnancy without serious complications and routine illnesses, surgical procedures, and injuries, even those resulting in an extended leave of absence, do not qualify as catastrophic illness or injury. The Director of Human Resources will be responsible for reviewing the eligibility of an employee to receive donated sick leave and making a recommendation to the General Manager for approval. The approval process may require appropriate medical documentation regarding the illness or injury of the employee or family member.
- 3. The decision to make a donation of sick leave to another employee through the Sick Leave Donation Program is voluntary. No employee is to be coerced or intimidated into making a donation of sick leave or to coerce or intimidate another employee. Donations of sick leave may not involve any form of payment or compensation, financial or otherwise, between the donor and recipient. The

District will not solicit sick leave donations on behalf of any qualifying individual.

**B. Eligibility**

All regular, full-time employees who have completed their initial probationary period and meet other applicable qualifications set forth in this Policy are eligible to participate in the Sick Leave Donation Program as a donor or recipient.

**C. Procedures for Utilizing Donated Sick Leave**

1. In order to receive donated sick leave through the Sick Leave Donation Program, an employee must meet the following requirements:
  - a. The employee must have been on an approved Leave of Absence for a catastrophic illness or injury as defined above for at least 30 calendar days prior to the use of any donated sick time.
  - b. The employee must have exhausted all of his/her sick and vacation accruals prior to the use of any donated sick time.
  - c. The employee must be utilizing any applicable income replacement programs for which he/she qualifies (i.e. State Disability Insurance, Paid Family Leave, Long-Term Disability).
  - d. The employee must have notified the Human Resources department of his/her desire to receive and utilize donated sick time. In the event that the employee is physically or mentally unable to notify the Human Resources department, notification may be made by a member of the employee's immediate family (i.e., spouse, registered domestic partner, child or parent).
2. An employee utilizing donated sick leave will not earn or be eligible to accrue any sick or vacation leave. Once an employee ceases to receive any portion of his/her pay from the use of his/her own accrued sick and vacation leave, accrual of additional vacation and sick leave hours will cease. Holidays falling during the period following exhaustion of vacation and sick leave benefits will not be paid to an employee even if they are utilizing donated sick leave.
3. If an employee returns to work on a part-time basis, sick and vacation leave will begin accruing on a pro-rated basis and these accrued balances will be utilized for coordination of benefits before the utilization of any donated sick leave.
4. An employee utilizing donated sick leave will be taxed each pay period as with the use of regularly accrued sick and vacation leave.
5. The existence or use of donated sick time is not a guarantee of continued employment past the end of the approved leave of absence as detailed in applicable District policy.

**D. Procedures for Donating Sick Leave**

1. An employee may complete a “Donation of Sick Leave” form to donate accrued sick leave in one-hour increments for use by another eligible employee who has been determined to qualify for sick leave donations under the requirements listed above.
2. In no case shall a donation of sick leave reduce the donor’s accrued sick leave balance below eighty (80) hours.
3. An employee may donate a maximum of 25% of his/her sick balance or forty (40) hours of accrued sick leave to an eligible employee, whichever is less. No employee will be allowed to donate more than forty (40) hours of sick leave in any twelve month period.
4. The number of sick hours credited to the recipient will be calculated by multiplying the number of hours donated by the calculated hourly rate of the donor then dividing that amount by the calculated hourly rate of the recipient.
5. Donated sick leave hours will be used to pay the recipient on a first in- first out basis. Donated sick leave hours not used by the specified recipient will be returned to the donating employee(s) following the end of the pay period in which the recipient no longer qualifies for the use of donated sick leave.

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**

**IRVINE RANCH WATER DISTRICT**  
**PERSONNEL POLICIES AND PROCEDURES**

**POLICY NO. 18 - VACATION**

**I. GENERAL POLICY**

- A. The District believes it is important for employees to take vacation leave on an annual basis when practicable, to enable them to take time off away from their job responsibilities in order to relax and refresh themselves physically and mentally.

**II. RATES OF ACCRUAL**

- A. **Regular Full-Time Employees:** All regular full-time employees will accrue vacation leave according to the following monthly schedule, based upon years of service:

Less than 5 years' service                      6.67 hours - (80 hours per year)

5 or more years of service  
but less than 10 years                      10.00 hours - (120 hours per year)

10 or more years of service                      13.33 hours - (160 hours per year)

- B. **Managers, Exempt Supervisors, Confidential, and Exempt Employees:** Managers, supervisors, and confidential employees will accrue vacation according to the same monthly schedule set forth in Section II.A., until they have completed at least 15 years of service will accrue vacation according to the following monthly schedule, based upon years of service:

15 or more years of service  
but less than 20 years                      15.00 hours - (180 hours per year)

20 or more years of service                      16.67 hours - (200 hours per year)

- C. **Regular Part-Time Employees:** All regular part-time employees are eligible for pro-rated vacation leave based upon a 40-hour weekly schedule and years of service.

- D. **Temporary Employees:** Temporary employees are not eligible to accrue vacation leave.

E. **Vacation Accrual During Leaves of Absence**

1. **Accrual during Paid Leave:** A regular employee on authorized leave of absence will continue to accrue vacation hours at the same rate set forth in Sections II.A. or II.B. (full-time) and Section II.C. (part-time) as long as accrued sick leave and vacation hours have not been exhausted and provided that the employee is utilizing some portion of accrued leave benefits. Once accrued sick leave and vacation hours have been

## **POLICY NO. 18 – VACATION**

exhausted, or if an employee elects not to coordinate benefits while on a leave of absence, the employee will cease to accrue vacation hours until he/she returns to active employment status.

2. **Accrual during Consecutive Unpaid Leave:** An employee on an authorized leave of absence without pay, including extended military leave of absence, extended sick leave, or FMLA/CFRA/PDL leave, taken on a consecutive basis, will not accrue vacation leave during such absences, unless otherwise required by law.
3. **Accrual during an Intermittent or Reduced Schedule Leave:** An employee on an authorized unpaid leave of absence taken on an intermittent or reduced schedule basis will accrue vacation at the same rate as set forth in Section II.A. or II.B. (full-time) or Section II.C. (part-time).

### **III. REQUESTS FOR VACATION LEAVE**

- A. Employees are not eligible to take time off for vacation leave during the first six (6) months of employment.
- B. Requests for vacation leave shall be made in advance by the employee to his/her immediate supervisor for appropriate approvals.
- C. Established District holidays occurring during scheduled vacation leave are not counted as vacation days.

### **IV. MAXIMUM ACCRUAL AND REDUCTION OF VACATION HOUR BALANCES**

The maximum number of vacation hours accrued may not exceed the greater of 240 hours or two times an employee's annual accrual.

#### **A. Voluntary Transfer of Vacation Hours**

Once a year, generally in February, an employee who has taken at least 40 hours of vacation during the immediately preceding completed calendar year may elect to transfer into the employee's Deferred Compensation Plan account:

1. Any vacation hours accrued in excess of the employee's maximum accrual;  
  
and/or
2. Any accrued vacation hours below the employee's maximum accrual, as long as the employee retains a balance of at least 80 vacation hours following the transfer.

Hours will be transferred at a rate of 100% of the employee's current pay rate at the time of transfer.

**POLICY NO. 18 – VACATION**

**B. Voluntary Reduction of Vacation Hours by Managers, Supervisors, and Confidential Employees**

1. Generally, in February of each year, employees identified in Section II. B. of this Policy, who have taken at least 40 hours of vacation during the immediately preceding calendar year may choose one or more of the following options, as long as they retain a balance of at least 80 vacation hours following any sell-back or transfer:
  - a. Elect to sell back to the District some or all of the vacation hours that exceed their maximum accrual.
  - b. Elect to sell back to the District some or all of the accrued vacation hours below the maximum accrual.
  - c. Elect to make a voluntary transfer of some or all of the accrued vacation hours under Section IV.A.
2. Employees who choose to sell back vacation hours will be compensated at 100% of the employee's pay rate in effect at the time compensation is provided. All cash payments are subject to state and federal withholdings.

**C. Automatic Transfer of Vacation Hours in Excess of Maximum Accrual**

1. By the end of January each year, employees who have accrued vacation hours in excess of the maximum, and who have not made a voluntary election under Section IV.A. or B., will be required to transfer all hours in excess of the allowed maximum accrual into their Deferred Compensation Plan account.
2. This transfer will be conducted once a year, generally in February, and hours will be transferred at a rate of 100% of the employee's current wage rate at the time of transfer. Employees are responsible for ensuring that their vacation accrual balance falls below the allowed maximum accrual if they do not wish to have vacation hours automatically transferred to the Deferred Compensation Plan account.
3. If an employee's scheduled vacation is canceled at the District's request, or if extenuating circumstances arise which require an employee to accrue vacation leave in excess of the allowed maximum accrual, written approval may be granted by the General Manager to carry over the excess hours for a specified period of time, without automatic transfer.

**V. PAYMENT FOR UNUSED VACATION LEAVE UPON SEPARATION**

Upon separation from the District, employees shall be paid for unused accrued vacation hours through the date of separation. These unused accrued vacation hours shall be paid at the employee's current pay rate at the time of separation, regardless of the length of service with the District.

**POLICY NO. 18 – VACATION**

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 19 – FAMILY AND MEDICAL CARE LEAVES OF ABSENCE (FMLA/CFRA/PDL)

#### I. GENERAL POLICY

- A. This Policy is intended to provide employees with information about and establish guidelines for the taking of family care and medical leave, in accordance with the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the California Pregnancy Disability Leave Law (PDL).
- B. To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by State and federal Law. The leaves provided for in this Policy are granted under a variety of state and federal laws. Employees should be aware that leave under one Section of the Policy may also qualify for leave under another Section. For example, military caregiver leave is provided for under the FMLA, but in certain circumstances, might also qualify for CFRA leave. In addition, an employee is entitled to take CFRA leave to care for a registered domestic partner, but FMLA leave does not include registered domestic partners. In such cases, the District will advise affected employees in writing which of their statutorily-protected leaves are being used and how much of that leave remains.
- C. Additional definitions and other provisions governing employees' rights and obligations under the FMLA, CFRA, and PDL that are not specifically set forth below are set forth in the Department of Labor's FMLA regulations (29 C.F.R. § 825.00 *et seq.*) and the California Department of Fair Employment and Housing's CFRA regulations (2 C.C.R. § 11087 *et seq.*) and PDL regulations (2 C.C.R. § 11035 *et seq.*) This Policy is deemed to include such regulatory provisions, including subsequent revisions to such regulatory provisions, except where expressly contradicted by the terms of this Policy.

#### II. FAMILY CARE AND MEDICAL LEAVE (FMLA/CFRA Leave)

- A. **Eligibility:** To be eligible for FMLA/CFRA leave, an employee must have been employed by the District for at least 12 months prior to the date on which the FMLA/CFRA leave is to commence, and have worked at least 1,250 hours over the 12-month period preceding the FMLA/CFRA leave. For employees performing covered military service under the federal Uniformed Service Employment and Reemployment Rights Act, periods of absence due to such service shall be counted for purposes of determining whether the employee meets these eligibility requirements.
- B. **Qualifying Reasons for FMLA/CFRA Leave:** Employees meeting the eligibility requirements under Section II.A. may take FMLA/CFRA leave for any of the following qualifying reasons:
  - 1. Birth of a child of the employee; or placement of a child with an employee in connection with the adoption or foster care of a child by the employee.



2. Because of any qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active military duty in the Armed Forces in support of a contingency operation. A “qualifying exigency” is defined as a situation or pressing need calling for immediate attention.
3. For a serious health condition of the employee which makes him/her unable to perform his/her job.
4. For a serious health condition of a child of an employee.
5. To care for a parent or spouse who has a serious health condition.

The FMLA also provides for military exigency leave and military caregiver leave, and those types of leaves are addressed under Section IV of this Policy. The PDL also provides for leave for employees with a serious health condition is on account of her pregnancy, childbirth, or related medical conditions, and that leave is addressed under Section III.

### C. Definitions

1. **Child:** Leave may be taken under Section B.1., B.2., or B.3. by an employee for a "child" who is:
  - a. A biological child, adopted child, foster child, stepchild, legal ward of the employee, or a child to whom the employee stands *in loco parentis*, and who, at the time leave is to commence is either:
    - i. under 18 years of age; or
    - ii. 18 years of age or older and incapable of caring for himself/herself because of a mental or physical disability.
2. ***In loco parentis:***
  - a. For purposes of this Policy an employee stands *in loco parentis* by providing day-to-day care or financial support with demonstrated intent of assuming the responsibilities typically held by a parent.
  - b. Whether an employee stands *in loco parentis* to a child for purposes of this Policy will be determined by the District on a case-by-case basis, and the District may require reasonable documentation to support an employee's claim of providing either day-to-day care or financial support for the child.
3. **Serious Health Condition:** A serious health condition is an illness, injury, impairment, or physical or mental condition of the employee or a child, parent, spouse, or registered domestic partner of the employee that makes the employee unable to work or unable

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to perform one or more of the essential functions of the employee's position, and which involves either inpatient care or continuing treatment or supervision by a health care provider, as follows:

- a. “Inpatient care” means an overnight stay in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such inpatient care, or any resulting period of incapacity.
  - i. A person is considered to have an “overnight stay” for purposes of this provision if a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
- b. “Continuing treatment or supervision by a health care provider” means and includes any one or more of the following:
  - i. In-person treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (*e.g.* physical therapist) under orders of, or on referral by, a health care provider, with the first visit being within seven days of the first day of incapacity; or
  - ii. In-person treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, with the first visit being within seven days of the first day of incapacity.
  - iii. Any period of incapacity due to pregnancy, or for prenatal care, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three days.
  - iv. Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three days. A chronic serious health condition is one which:

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- A. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider; and
  - B. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - C. May cause episodic rather than a continuing period of incapacity ( *e.g.* , asthma, diabetes, epilepsy, *etc.* ).
- v. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- vi. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for either:
- A. Restorative surgery after an accident or other injury; or
  - B. A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, *etc.* ), severe arthritis (physical therapy), or kidney disease (dialysis).
4. **“Incapacity”** means that a person is unable to work, attend school, or perform regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
- D. Amount of Leave Entitlement:** Provided that all applicable conditions of Section II.B. are met, an employee may take a maximum of 12 workweeks of FMLA/CFRA leave in a rolling 12-month period measured backwards from the date the employee uses any FMLA/CFRA leave.
1. Employees taking FMLA/CFRA leave for the birth, adoption, or foster care of their child must initiate and complete any FMLA/CFRA leave within one year of the birth of the child or

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placement of the child with the employee for adoption or foster care.

2. Parents who are both employed by the District may be limited to taking a maximum combined total of 12 workweeks of FMLA/CFRA leave in a 12-month period for the birth, adoption, or foster care of their child. Both parents or registered domestic partners (CFRA only in some circumstances) may be on leave simultaneously, provided the employees provide a certificate, from a health care provider, stating the need for both employees' participation in the care of the child.
3. An employee's FMLA/CFRA leave does not need to be consecutive, but can be cumulative within a 12-month period.
4. Industrial injury leaves and non-industrial injury leaves are FMLA/CFRA leaves if they are taken for serious health conditions.

**E. Concurrent Use of Accrued Paid Leave** Leave taken under this Policy is unpaid. Employees may elect or may be required to use their accrued leave balances concurrently with FMLA/CFRA leave, as provided below. When an employee elects or is required to use his/her accrued leave balances, the employee may specify in writing the order in which the employee would prefer to exhaust his/her leave balances. If the employee fails to designate the order of exhaustion, the District will determine the order, subject to the terms of applicable District policy. The paid leave shall run concurrently with the FMLA/CFRA leave, and shall not extend the employee's entitlement to FMLA/CFRA leave beyond 12 workweeks.

1. **Sick leave:** Employees are required to use all accumulated sick leave concurrently when FMLA/CFRA leave is taken for the employee's own serious health condition. Employees may choose to use their accumulated sick leave when FMLA/CFRA leave is taken for any other reason under Section II.B. of this Policy.
2. **Other paid leaves:** Employees are required to use all other accrued paid leaves of absence, including but not limited to, vacation and holiday leave, when taking FMLA/CFRA leave for any reason.

**F. Coordination with Wage Replacement Plans**

An employee requesting a family care leave of absence for his or her own serious health condition may coordinate any unused accumulated sick and vacation hours with short-term disability, long-term disability, worker's compensation and any other wage-replacement benefits for which the employee may be eligible, up to an amount equal to the employee's regular salary.

**G. Intermittent or Reduced Schedule Leave:** Intermittent FMLA/CFRA leave is leave taken on an as-needed basis in increments of minutes, hours, or days. A reduced schedule FMLA/CFRA leave involves a reduction in the number of hours per day or per week that an employee regularly works, with the employee substituting FMLA/CFRA time substitute for hours not worked. The minimum FMLA/CFRA leave increment that can be taken by an employee is 15 minutes.

**1. Calculation of Intermittent or Reduced Schedule Leave:** The maximum equivalent number of hours to which an employee is entitled during the 12-week period will be based on the employee's regularly scheduled workweek. For example, an employee who is regularly scheduled to work 40 hours per workweek will be entitled to a maximum of 480 hours of FMLA/CFRA leave, whereas, an employee who is regularly scheduled to work 32 hours per workweek will be entitled to a maximum of 384 hours of FMLA/CFRA leave. In calculating this amount for employees with a varying schedule, the District will use an average of the employee's workweeks within the 12-month period immediately preceding the intermittent or reduced schedule leave.

**2. Impact on Salary:** Where permitted by applicable state and federal wage and hour laws, the District may make deductions from an employee's salary for all hours of leave taken as intermittent leave, unless the employee is entitled or required to coordinate paid leave.

**3. Inclusion of Scheduled Overtime:** If an employee normally would be required to work overtime hours, but is unable to do so because of an FMLA/CFRA-qualifying reason that limits the employee's ability to work overtime, the hours that the employee would have been required to work may be counted against the employee's FMLA/CFRA entitlement, as the employee would be considered to be using intermittent or reduced schedule leave. For example, if an employee is normally required to work 50 hours in a particular workweek, but because of an FMLA/CFRA-qualifying reason, the employee works only 40 hours that week, the employee would use 10 hours of FMLA/CFRA-protected leave out of the 50-hour workweek.

**4. Conditions for Taking Intermittent or Reduced Schedule Leave**

a. FMLA/CFRA leave taken for the employee's own serious health condition, or the serious health condition of the employee's spouse, registered domestic partner, parent, or child, or for military caregiver leave under Section IV.B. of this policy, may be taken intermittently or on a reduced leave schedule when medically necessary (as distinguished from voluntary treatments and procedures).

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b. Military exigency leave under Section IV.A. of this Policy (FMLA only) may be taken on an intermittent or reduced schedule basis without limitation.

c. Leave taken following the birth, adoption, or placement or foster care of a child may be taken on an intermittent or reduced schedule basis, subject to the conditions set forth in Section II.G.6., below.

**5. Temporary Transfer:**

a. **Required by the District** The District may require that the employee temporarily transfer to an available alternative position for which the employee is qualified and which provides equivalent pay and benefits and that better accommodates recurring leave periods than the employee's regular position.

b. **Requested by Employee:** An employee on intermittent or reduced schedule FMLA/CFRA leave for foreseeable and planned medical treatments may request a transfer to an open and available position for which the employee is qualified, if the duties of that position would better accommodate the employee's intermittent or reduced schedule FMLA/CFRA leave. Transfers will not be considered under this Section when the intermittent or reduced schedule FMLA/CFRA leave is unscheduled, such as in the case of chronic conditions.

**6. Leave Taken for Baby Bonding:** The basic minimum duration of a leave taken for the birth, adoption, or foster care of a child shall be two weeks. However, the District will grant a minimum of two requests to take baby-bonding leave in increments shorter than two weeks in the applicable one-year period. The District may, in its discretion grant more than two requests for leave shorter than two weeks in duration. Any modification permitted under this sub-section shall not increase the employee's total leave entitlement beyond the amount provided in Section II.D.

**H. Employee Notice:** Employees requesting leave under the FMLA/CFRA must notify Human Resources in accordance with the rules set forth below. Employees must either use a Request for Leave of Absence Form or otherwise provide sufficient information to make the District aware that the employee needs FMLA/CFRA leave, which qualifying reason applies to the leave (by reference to Section II.B. of this Policy), and the anticipated timing and duration of that leave. Supervisors who receive employee requests for FMLA/CFRA leave (or leave that may be FMLA/CFRA-qualifying) must forward any such requests to Human Resources.

**1. Foreseeable Events:** An employee must provide the District with at least 30 days' advance notice before the date the leave is to begin, or must provide notice as soon as is practicable, normally the same business day or next business day if the employee is off work when he/she learns of

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the need for leave. If the employee provides less than 30 days' advance notice, the District may require explanation of why 30 days' advance notice was not practicable.

a. In any case in which the need for FMLA/CFRA leave is foreseeable based on one of the circumstances listed below in subsection b., the employee shall make a reasonable effort to schedule any planned medical treatment or supervision so as not to unduly disrupt the operations of the District. However, any such scheduling shall be subject to the approval of the health care provider of the employer or the employee's child, parent, spouse, or registered domestic partner (CFRA only).

b. The need for leave is considered "foreseeable" when it is taken for any of the following reasons:

- i. Planned medical treatment for a serious health condition of the employee.
- ii. Planned medical treatment for a serious health condition of a family member.
- iii. An expected birth, or placement for adoption or foster care.

c. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave by up to 30 days after the date the employee provides notice of the need for FMLA/CFRA leave.

**2. Unforeseeable Events:** If an employee requires FMLA/CFRA leave for an unforeseeable event, the employee is required to provide notice to the District as soon as is practicable.

**3. Notice of Intermittent/Reduced Schedule Leave:** The notice requirements for foreseeable intermittent or reduced schedule leaves shall be the same as for other foreseeable leaves, and the notice requirements for unforeseeable intermittent or reduced schedule leave shall be the same as for other unforeseeable leaves.

**4. Incomplete Notice:** If the employee's notice does not contain sufficient information for the District to determine whether the employee's leave could be for an FMLA/CFRA-qualifying purpose, Human Resources may follow up with the employee for additional information, and the employee is required to respond to the same. However, the employee shall not be required to provide the District with a diagnosis.

**5. Changes to Dates of Leave:** The employee must advise Human Resources as soon as practicable when he/she learns that the dates of the FMLA/CFRA leave may change.

**6. Requests for Extension:** Any requests for extensions of an FMLA/CFRA leave must be received at least five working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the FMLA/CFRA leave. If the employee has exhausted his/her leave entitlement under Section II.D., the District will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation for the employee's own serious health condition; however, any such additional leave shall not be subject to the provisions of this Section II.

**I. District Response to a Request for FMLA/CFRA Leave or Request for Extension - Eligibility Notice:** Within five working days of an employee's request to take FMLA/CFRA leave, the District shall provide the employee with a written Eligibility Notice. The Eligibility Notice is not a designation of the employee being on FMLA/CFRA Leave. The Eligibility Notice shall include the following information:

1. Whether the employee is eligible to take FMLA/CFRA leave. If the employee is ineligible for FMLA/CFRA leave, the notice will include the reason(s) why the employee is ineligible.

2. Whether the employee has exhausted his/her 12-week FMLA/CFRA entitlement.

3. Whether additional information, such as a medical certification, is required from the employee in order to process the employee's request for FMLA/CFRA leave or request for extension.

4. The employee's rights and responsibilities under the FMLA/CFRA, which will include a statement of whether the employee is required to provide a medical certification or recertification. A statement requiring a medical certification will also advise the employee of the anticipated consequences of his/her failure to provide adequate notice.

5. If the employee has requested an extension of leave for his/her own serious health condition but has exhausted his/her leave entitlement under Section II.D., the District will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section II.

**J. Medical Certification and Recertification:** Any request for FMLA/CFRA leave for an employee's own serious health care condition or for FMLA/CFRA leave to care for a family member with a serious health condition must be supported by medical certification from the treating health care provider. Employees are encouraged to use the District's medical certification form to ensure that all pertinent information is obtained. Any request for an extension of FMLA/CFRA leave also must be supported by a medical certification from the treating health care provider. Again, employees are encouraged to use the District's medical certification to ensure that all pertinent information is obtained.



**1. Timing of Request for Medical Certification:** The District will request medical certification:

- a. Within five business days after an employee requests foreseeable leave;
- b. Within five business days after an employee provides notice of an unforeseeable leave, or within five business days after an unforeseeable leave commences, whichever is later;
- c. At a later date if the District has a reason to question the appropriateness or duration of an employee's leave (FMLA only).

**2. Timing for Employee's Return of the Medical Certification:** All medical certifications and recertifications must be returned to the District within 15 days from the District request, regardless of whether the leave is foreseeable or unforeseeable. Exceptions to this may be granted by Human Resources when it is not practicable to provide the certification or recertification within 15 days, despite the employee's diligent, good faith efforts to do so.

**3. Certification for Serious Health Condition of Spouse, Registered Domestic Partner, Parent, or Child:** The employee must have the patient's treating health care physician complete a medical certification form when requesting family leave to care for a family member with a serious health condition. Employees are encouraged to use the District's medical certification form to ensure that all pertinent information is obtained.

- a. **Medical Recertification:** If the employee requests additional leave beyond the time period which the health care provider originally estimated that the employee needed to take care of the employee's child, parent, spouse, or registered domestic partner, the District may request a recertification from the employee.

**4. Certification for the Employee's Own Serious Health Condition:**

- a. **First Opinion:** The employee must have his/her health care physician complete a medical certification form when requesting FMLA/CFRA leave for his/her own serious health condition. Employees are encouraged to use the District's medical certification form to ensure that all pertinent information is obtained.
- b. **Second and Third Opinions:** If the District has reason to doubt the validity of the certification provided by the employee, the District may require the employee to obtain a second opinion from

a doctor of the District's choosing at the District's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination that shall be binding on both the District and the employee.

**c. Medical Recertification:** The District may request recertification of a medical condition upon the expiration of the time period which the health care provider originally estimated, if additional FMLA/CFRA leave is requested.

**5. Certification for an Employee's Return to Work:**

**a. Returning from a Continuous Leave:** As a condition of restoration to his/her former position, an employee taking continuous leave under the FMLA/CFRA is required to provide the District with certification from his/her health care provider stating that he/she is able to resume his/her essential work functions. An employee who fails to provide the certification may have his/her reinstatement delayed.

**b. Returning from an Intermittent or Reduced Schedule Leave:** In addition to the requirement in Section 5.a., above, if the employee is on intermittent or reduced schedule leave, the District may require a fitness for duty certification at fixed intervals not exceeding every 30 days if there are reasonable safety concerns. "Reasonable safety concerns" means a reasonable belief of significant risk of harm to the employee or others.

**c. Contents of Certification:** The District will provide the employee with a form and a copy of the employee's job description for his/her health care provider to review in completing the return to work certification, and employees are encouraged to use the District's form to ensure that all pertinent information is obtained. The employee must provide a complete and sufficient fitness for duty certification. If the employee's health care provider releases the employee back to work with restrictions, the District will engage in the interactive process to determine what reasonable accommodation, if any, will permit the employee to return to work in accordance with the ADA and the FEHA.

**6. Employee's Failure to Provide a Medical Certification or Recertification:** If the employee fails to timely provide a complete and sufficient medical certification when requested, the request for FMLA/CFRA leave may be denied, delayed until a sufficient certification is provided. Employees will be advised of these consequences in connection with any request by the District for medical certification or recertification.

**K. District's Designation of Leave:** Absent extenuating circumstances, within five working days after the District has acquired enough information to determine whether the employee's request qualifies for FMLA/CFRA leave, the District will provide the employee with a written Designation Notice.

**1. Designating Leave as FMLA/CFRA-Qualifying:** If the leave is designated as being FMLA/CFRA-qualifying, the Designation Notice will contain, but is not limited to, the following information:

a. A statement that the leave is being designated as FMLA and/or CFRA leave;

b. The amount of leave being counted as FMLA and/or CFRA leave, if known;

c. Whether accrued paid leave will be used during the leave, and that any paid leave used will count as FMLA/CFRA leave;

d. Whether a medical certification will be required to release the employee to return to work; and

e. Whether a job description or description of essential duties is attached to the Designation Notice for the health care provider to use in completing the medical certification to release the employee to return to work.

**2. Unable to Designate:** If the District is unable to determine whether the leave requested is FMLA/CFRA-qualifying because more information is needed, the employee will be informed that

a. the medical certification is incomplete or insufficient, and the District will provide a list of deficiencies and explain the employee's opportunity to cure said deficiencies; or

b. a second or third medical opinion is being required.

**3. Not Designating Leave as FMLA/CFRA-Qualifying:** If the District has determined that the employee's leave does not qualify as FMLA/CFRA leave, the District will notify the employee in writing that his/her leave is not being designated as FMLA/CFRA leave, and the reason for the denial.

**L. Employment Benefits and Protection:**

**1. Previously Accrued Benefits:**

a. Leave under the FMLA/CFRA will not result in the loss of any employment benefits accrued before the date the leave commenced.

b. Leave under the CFRA will not constitute a break in service or otherwise cause the employee to lose longevity, even if other paid or unpaid leave constitutes a break in service for purposes of establishing longevity, or for layoff, recall, promotion, job assignment, or longevity-related benefits.

**2. No Accrual of Leave during Unpaid FMLA/CFRA Leave:**

a. An employee on unpaid FMLA/CFRA leave shall not accrue any additional paid leave time. Thus, employees will not accrue vacation leave, sick leave, or other paid leave, nor will they be paid for holidays during the unpaid leave.

b. However, during the time that an employee supplements his/her unpaid FMLA/CFRA leave with paid leave, the employee will continue to accrue leaves and benefits in accordance with the provisions of the District's policy governing those leaves of absence (i.e., when coordinating with sick leave, the rules governing sick leave will apply with regard to the employee's benefits).

**3. Maintenance of Health Insurance of the Employee:** Employees will continue to receive the same medical benefits while on FMLA/CFRA leave for up to 12 workweeks in a 12-month period. The District shall be responsible for the continued payment of the District's share of the cost of the employee's health benefits during that 12-workweek period. Benefits for absences beyond the allotted period will be handled in the same manner as benefits for employees on any other type of unpaid leave of absence.

**4. Maintenance of Benefits Requiring Employee Contributions:**

a. During any period of unpaid leave, unless otherwise prohibited by applicable law, an employee may elect to discontinue monthly payments into the flexible benefits account, and any other benefits offered or sponsored by the District to which the employee is required to make monthly contributions, other than group medical benefits. Employees must notify the District in writing of such an election.

i. Employees returning from unpaid leave who have discontinued payments into their flexible benefits account have a right to elect to reinstate coverage at the same level of participation as before their leave.

ii. Employees that experience an event that qualifies as a Qualified Status Change under IRS regulations are allowed to change the amount of their monthly payments into either the miscellaneous medical or dependent care flexible spending accounts. If this option is chosen, employees have thirty (30) days

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from the date of the qualified status change or from the date they return from FMLA leave to change their payments. (See Policy No. 41-Flexible Advantage Program for more specific information on the Flexible Benefits Program)..

iii. Expenses that are incurred during the time that employees are not making monthly payments are not eligible for reimbursement.

b. An employee will continue to be responsible for making the payment of his/her share of premiums for group medical benefits and any other contributions for which the District has not received advanced notice of election to discontinue. If any premium amounts are increased or decreased for other employees similarly situated, the employee will be required to pay the new premium rates.

c. All monthly contributions are due and payable to the District at the same time as they would be if made through payroll deduction.

d. The District and employees who are CalPERS members will continue to make contributions in accordance with the terms of the plan during any period of FMLA/CFRA leave in which the employee uses paid leave time. The District will not make plan payments for employees during any leave period which is unpaid, and the unpaid leave period will not be counted for purposes of service credit under the plan.

e. If the District provides a new health plan or benefits or changes health plans or benefits while an employee is on CFRA leave, the District will give written notice to the employee to advise that he/she is subject to the new or changed plan/benefits in the same manner, and to the same extent, as if the employee were not on leave.

**5. Failure to Return from Leave:** The District may recover the entire premium it paid for maintaining health insurance benefits for an employee during any period of unpaid leave if the employee fails to return to work promptly upon the expiration of a leave for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave or other circumstances beyond his/her control.

**M. Reinstatement:**

**1. Restoration to Position:** When an employee returns from a leave under the FMLA/CFRA, he/she will be restored to the position held when the leave began, or to a comparable position, with equivalent (i.e. virtually identical) employment benefits, pay, and other conditions of employment.

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a. The duties of the position must be capable of being performed in the same or similar geographic location, and involve the same or substantially similar duties as the position held when leave began, with responsibilities that entail substantially equivalent skill, effort, responsibility, and authority.

**2. Denial of Restoration Rights:** The District may refuse to reinstate an employee to his/her pre-leave position at the conclusion of an FMLA/CFRA leave when either of the following conditions exists:

**a. Key Employee:** The employee is a salaried eligible employee who is among the highest paid ten percent of the District's employees; and the following steps take place:

i. The District notifies the employee at the time the employee gives notice of the need for leave, or when leave commences, if earlier, that he/she is a key employee, and also notifies the employee of the potential consequences with respect to reinstatement and maintenance of health benefits if the District should determine that reinstatement will result in substantial and grievous economic injury to its operations; and

ii. As soon as the District makes a good faith determination that substantial and grievous economic injury will result if the District reinstates that key employee at the end of the requested FMLA/CFRA leave period, the District notifies the employee that it intends to deny reinstatement at the end of the requested leave period.

A. The notice from the District will include an explanation for the basis for the District's determination and provide the key employee with a reasonable time in which to return to work, taking into account the circumstances, such as the requested duration of the leave and the urgency of the need for the employee to return.

iii. The key employee has already begun the FMLA/CFRA leave at the time of receiving the notice, and he/she does not return to work within the specified timeframe after receiving such notice from the District.

A. The key employee will remain entitled to the maintenance of health benefits under Section III.L.3. for the duration of the originally-requested leave, but the District will not be

entitled to recover its contributions to premiums under Section III.L.5.

B. The key employee's rights will then continue under the CFRA unless and until the employee either gives notice that he/she will not seek to return to work, or the employee requests to return to work at the conclusion of the leave and receives notice that the District has denied that request.

iv. If the key employee requests to return to work upon completion of the originally-requested leave, the District again determines that substantial and grievous economic injury will result if the District reinstates the employee, based on the facts at hand, and the District provides written notice of the denial.

**b. Position No Longer Exists:** The employee's position and any comparable position have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave. In this case, the District shall reasonably accommodate the employee through alternative means that will not cause undue hardship to the District's operation. The District may offer an employee any other position that is available and suitable. The District is not required to create new employment that would not otherwise be created, discharge or transfer another employee, or promote another employee who is not qualified to perform the job.

**3. Opportunity to Fulfill Missed Requirements:** If an employee is unable to attend a necessary course, renew a license, or is otherwise adversely affected in terms of fulfilling minimum requirements or qualifications for the position as a result of the FMLA/CFRA leave the employee will be given a reasonable opportunity to fulfill those requirements or qualifications upon returning to work from FMLA/CFRA leave.

### III. PREGNANCY DISABILITY LEAVE OR TRANSFER.

#### A. Eligibility and Duration:

##### 1. Eligibility

a. Any employee who is disabled on account of pregnancy, childbirth, or related medical conditions may take a pregnancy-related disability leave, regardless of the number of hours worked or her length of employment with the District. However, unless an employee has met the eligibility requirements under Section II.A. of this Policy, she shall not be subject to the additional terms and

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conditions that apply to an employee who is eligible for FMLA leave.

- b. An employee's pregnancy-related disability is not considered a serious health condition under the CFRA and is not counted against an employee's CFRA leave eligibility.

**2. Amount of Leave Entitlement:** An eligible employee may take a pregnancy-related disability leave for the period of disability, up to four months (an equivalent of 17 1/3 weeks). The pregnancy disability leave shall run concurrently with any family care or medical leave to which the employee may be entitled under the FMLA. An employee is entitled to take off the number of days or hours that the employee would normally work during 17 1/3 weeks of employment. For example, an employee, who regularly works 40 hours per week is entitled to take 693 hours of leave, and an employee who regularly works 20 hours per week, would be entitled to 346.5 hours of leave.

**3. Temporary Transfer:** Any employee affected by conditions related to pregnancy, childbirth, or related medical conditions is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties upon the certification of the employee's health care provider that the transfer is medically advisable, if the transfer can be reasonably accommodated.

**4. Reasonable Accommodation:** The District will provide reasonable accommodation to an employee who is affected by pregnancy, childbirth or related medical conditions as required by law.

**B. Use of Accrued Leave:** An employee taking pregnancy-related disability leave must coordinate any available sick leave with her pregnancy-related disability leave. An employee taking pregnancy-related disability leave may, at her option, coordinate any other accumulated paid leaves, including, but not limited to, vacation time, holiday pay, or other paid leaves for which she is eligible, with her pregnancy-related disability leave. The paid leave shall run concurrently with the pregnancy-related disability leave, and shall not extend the employee's entitlement to pregnancy-related disability leave beyond the amount specified in Section III.A.2 of this Policy.

**1. Coordination with Wage Replacement Plans:**

- a. This provision only applies when the employee's pregnancy-related disability leave is also designated as a serious health condition under the FMLA.
- b. Pursuant to the provisions of the FMLA, if an employee is receiving a wage replacement payment from State Disability Insurance, Short-Term Disability, and/or Long-Term Disability, the employee and the District may mutually agree to coordinate the



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employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary.

- c. If the employee is still receiving SDI benefits when her twelve workweeks of leave under the FMLA expire, the District will require that she begin coordinating any additional accrued sick leave with the wage replacement benefits. The employee may also elect to coordinate all other accrued paid leaves with the wage replacement benefits.

**C. Notice:** An employee should notify her supervisor of her need for pregnancy-related disability leave or transfer as soon as she is aware of the need for such leave.

1. **Foreseeable Events:** Where the need for pregnancy-related disability leave or transfer is foreseeable, the employee must provide at least 30 days' advance notice to the District of the need for pregnancy-related disability leave or transfer. If the leave or transfer is required in connection with any planned, non-emergency medical treatment or supervision, the employee shall consult with the District and make a reasonable effort to schedule any such planned medical treatment or supervision to minimize disruption to the District's operations, subject to the approval of the health care provider of the employee.
2. **Unforeseeable Events:** For non-emergency events that are not foreseeable 30 days in advance, or when 30 days' advance notice is not practicable, the employee must notify the District as soon as practicable under the circumstances, ordinarily within two working days after the employee learns of the need for leave.
3. **Notice of Intermittent Leave:** In the event that an employee requires intermittent pregnancy-related disability leave, she shall notify the District of the anticipated dates for the absences as much in advance as possible.
4. **Failure to Provide Notice:** If the employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the employee's right to take the FMLA/CFRA leave for up to 30 days after the date the employee provides notice of the need for pregnancy-related disability leave or transfer.

**D. Contents of Notice or Request for Extension:**

1. Employees must either use a Request for Leave of Absence Form or otherwise submit a request to Human Resources for pregnancy-related disability leave or transfer that includes the anticipated timing and duration of the leave or transfer and be sufficient to make the District aware that the employee requires a pregnancy-related disability leave or transfer. Any

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requests for extensions of a pregnancy-related disability leave or transfer must be received at least five working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the pregnancy-related disability leave or transfer.

2. If the employee has exhausted her leave entitlement under Section III.A.2., the District will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section III.

**E. Intermittent or Reduced Schedule Leave:** Pregnancy-related disability leave can be taken on an intermittent or on a reduced schedule basis when medically advisable, as determined by the employee's health care provider. The minimum pregnancy-related disability leave increment that can be taken by an employee is fifteen minutes. If pregnancy-related disability is taken on an intermittent or reduced schedule basis and it is foreseeable based on planned medical treatment because of pregnancy, the District retains the discretion to temporarily transfer the employee to an alternative position, for which the employee is qualified, with equivalent pay and benefits, which better accommodates the employee's leave schedule, but need not have equivalent duties.

**F. District Response to a Request for Pregnancy-Related Disability Leave or Transfer or Request for Extension:** Within five working days of an employee's request for pregnancy-related disability leave or transfer, the District shall provide the employee with a written Eligibility Notice, which shall conform to the provisions of Section II.I. The Eligibility Notice shall also inform the employee of her additional rights under the California Pregnancy Disability Leave Law. If the employee has exhausted her leave entitlement under Section II.A.2., the District will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section III.

**G. Medical Certification:**

1. **Timing of Certification:** Any request for pregnancy-related disability leave or transfer must be supported by a medical certification from a health care provider.

- a. For foreseeable pregnancy-related disability leaves or transfers, employees must provide the required medical certification before the leave/transfer begins. When this is not possible, employees must provide the required certification within 15 days, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial or delay of foreseeable pregnancy-related disability leaves or transfers until such certification is provided.



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to a comparable position as permitted by law. However, for pregnancy-related disabilities, there is no reinstatement exception for key employees.

### IV. MILITARY FMLA LEAVE.

The FMLA provides for two types of military family leave: military exigency leave and military caregiver leave. Terms and conditions for military family leave are addressed in Section IV.B. of this Policy.

**A. Military Exigency Leave:** The District permits employees who have a covered military family member in the Armed Forces (including the National Guard or Reserves) to take up to twelve workweeks of FMLA leave due to a qualifying exigency resulting from the covered military family member's active military duty (or call to active duty status) in support of a contingency operation. *Leave granted under this Section shall count against the FMLA leave granted under Section II.*

#### 1. Definitions:

- a. **Armed Forces:** The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves.
- b. **Covered Active Duty or Call to Active Duty Status:** One of the following:
  - i. For a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or
  - ii. For a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation under a provision of law referred to in section 101(a)(13)(B) of Title 10, United States Code.
- c. **Covered Military Family Member:** An employee's spouse, registered domestic partner, son, daughter, or parent who is a member of the Armed Forces and is on Covered Active Duty or Call to Active Duty Status.
  - i. For purposes of this definition only, "son" or "daughter" means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood *in loco parentis*, within the meaning of Section II.C.1. of this Policy, regardless of age.
- d. **Covered Military Family Member's Child:** The biological, adopted, or foster child, stepchild, legal ward, or child for whom

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the Military Family Member stands *in loco parentis*, within the meaning of Section III.C.2. of this Policy, who is either under the age of 18 or who is aged 18 or older but incapable of self-care because of a physical or mental disability at the time leave under this Section IV.A. is to commence.

- e. **Covered Military Family Member's Parent:** The biological, adoptive, step, or foster father or mother, or an individual who stood *in loco parentis*, within the meaning of Section II.C.2. of this Policy, to a Covered Military Family Member who was under 18 years of age.
2. **Qualifying Reasons for Military Exigency Leave:** Military exigency leave can be taken for the following non-medical, non-routine activities only:
- a. **Short-Notice Deployment Activities:** If a Covered Military Family Member receives seven or less calendar days' notice prior to the date of deployment, an employee may take FMLA leave to address any issue arising from an impending call or order to active duty in support of a contingency operation. The employee may take FMLA leave for up to seven days beginning on the date the Covered Military Family Member receives the notice of impending call or order to active duty.
  - b. **Military Events and Related Activities:** An employee may take FMLA leave to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of the Covered Military Family Member. An employee may also take FMLA leave to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or American Red Cross that are related to the active duty or call to active duty status of a Covered Military Family Member.
  - c. **Childcare and School Activities:** An employee may take FMLA leave for the following reasons, if the reason is necessitated by the Covered Military Family Member's active duty or call to active duty status, or circumstances arising from it:
    - i. To make alternative childcare arrangements of a Covered Military Family Member's Child;
    - ii. To provide childcare for a Covered Military Family Member's Child on an urgent, immediate need basis, but not on a regular, routine, or everyday basis;
    - iii. To enroll in or transfer a Covered Military Family Member's Child in a new school or day care facility; and/or

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- iv. To attend meetings with staff at a school or day care facility, such as regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a Covered Military Family Member's Child.
  
- d. **Financial and Legal Arrangements:** An employee may take FMLA leave in order to make or update financial or legal arrangements to address the Covered Military Family Member's absence while on active duty or call to active duty status; and/or to act as the Covered Military Family Member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the Covered Military Family Member is on active duty or call to active duty status (up to a period of 90 days following the termination of the Covered Military Family Member's active duty status).
  
- e. **Counseling Activities:** An employee may take FMLA leave to attend counseling, provided that:
  - i. The need for counseling arises from the Covered Military Family Member's active duty or call to active duty;
  - ii. Such counseling is provided by someone other than a health care provider; and
  - iii. The counseling is for the employee, the Covered Military Family Member, and/or the Covered Military Family Member's Child. (Note that if medical counseling is needed due to a serious health condition, the employee may be able to take FMLA/CFRA leave under Section II instead.)
  
- f. **Rest and Recuperation Activities:** If a military member is granted short-term, temporary, rest and recuperation leave during the period of deployment, an employee may take FMLA leave to spend time with the military member. An employee may take FMLA leave for this purpose for up to fifteen working days for each instance of rest and recuperation, beginning on the date the Covered Military Family Member commences each instance of rest and recuperation leave.
  
- g. **Post-Deployment Activities:** An employee may take FMLA leave to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following termination of the Covered Military Family Member's active duty status. An employee may also take FMLA leave to address issues that arise from the death of a Covered Military Family Member while on active duty status,

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such as meeting and recovering the body of the Covered Military Family Member.

h. **Parental Care:** An employee may take FMLA leave for care of a Covered Military Family Member's Parent who is incapable of self-care.

i. "Incapable of self-care" means that the individual requires active assistance to provide daily self-care in three or more of the following activities: caring appropriately for one's grooming and hygiene; bathing; dressing; eating; cooking; cleaning; shopping; taking public transportation; paying bills; maintaining a residence; using telephones and directories; using a post office; or other activities or instrumental activities of daily living.

ii. An employee may take parental care leave for the following purposes when the need arises from the covered active duty or call to active duty of the Covered Military Family Member:

A. To arrange for alternative care of the Covered Military Family Member's Parent from the existing care arrangement;

B. To provide care for the Covered Military Family Member's Parent on an urgent, immediate need basis (as opposed to a routine, regular, or everyday basis);

C. To admit to or transfer to a care facility the Covered Military Family Member's Parent; or

D. To attend meetings with staff at a care facility, such as meetings with hospice or social service workers, that are not regular or routine.

i. **Additional Activities:** An employee may take FMLA leave for another form of exigency, provided that:

i. The reason for the leave arises out of the Covered Military Family Member's active duty or call to active duty;

ii. The District and the employee mutually agree that such leave shall be considered taken for a qualifying exigency; and

iii. The District and employee mutually agree on the timing and duration of the leave.

3. **Employee Notice of Need for Military Exigency Leave.**

- a. **Timing of Notice:** Employees are required to give notice of the need for military exigency leave as soon as practicable under the circumstances.
- b. **Content of Notice:** Employees are required to use a Request for Leave of Absence Form or otherwise provide the District with sufficient information, depending on the situation, to notify the District as to the anticipated timing and duration of the leave, that a Covered Military Family Member is on active duty or call to active duty status, and that one of the qualifying exigencies in Section IV.A.2. is present.
- c. **Updates from Employee:** The employee is required to advise the District as soon as is practicable when the dates of leave or other circumstances change.

4. **District Response to Notice of Need for Military Exigency Leave:** The District will request any additional, necessary information needed to process the employee's request and will also follow the procedures set forth under Section II of this Policy in responding to an employee's notice that he/she has a need for military exigency leave.

5. **Certification of Need for Military Exigency Leave:** The District will request certification of the employee's need for military exigency leave when it provides notice under Section II., and will provide the employee with a form to complete or an explanation of the information needed. Employees requesting military exigency leave for the first time for a particular active duty or call to active duty are also required to provide the District with a copy of the military member's active duty orders.

a. **Required Information for Certification:**

- i. A signed statement or description by the employee of the facts supporting the request for leave for one or more of the reasons set forth in Section IV.A.2 and any available supporting written documentation, including, but not limited to, meeting announcements, appointment confirmations, or a copy of a bill for services.
- ii. The approximate date on which the reason for the leave commenced, or will commence.
- iii. The applicable timeframe.

- A. If for a single, continuous period of time, the beginning and end dates for the employee's absence



from work;

- B. If on an intermittent or reduced schedule basis, the estimated frequency and duration of the employee's absences.
  - iv. For leave involving a meeting with a third party, appropriate contact information for the individual or entity, such as name, title, organization, address, telephone number, fax number, and email address, as well as a brief description of the purpose of the meeting.
  - v. For leave involving rest and recuperation activities, a copy of the Covered Military Family Member's Rest and Recuperation orders, or other documentation issued by the military indicating that the Covered Military Family Member has been granted Rest and Recuperation leave and identifying the dates of that Rest and Recuperation leave.
- b. **Timing of District's Notice of Required Certification:** The District will request the certification in accordance with the timeframes set forth in Section II.J. of this Policy.
  - c. **Insufficient or Incomplete Certification:** Employees are required to provide a complete and sufficient certification. If an employee provides an incomplete or insufficient certification, the District will give the employee written notice of the deficiencies and seven calendar days to cure the deficiencies, unless seven days is not practicable, despite the employee's diligent, good faith efforts. The employee's leave may be denied if he/she fails to provide timely a required certification.
  - d. **Verification of Certification:** The District may verify the employee's certification by contacting the appropriate Department of Defense unit to verify the military member is on active duty or call to active duty status. If the exigency involves meeting with a third party, the District may contact the entity or individual with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. The District will not request additional information. No permission from the employee is required for such verification.

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**B. Military Caregiver Leave:** An employee who is the spouse, registered domestic partner, son, daughter, parent, or next of kin of a Covered Servicemember in the Regular Armed Forces, National Guard, or Reserves who has incurred a serious injury or illness in the line of duty while on active duty may take up to 26 workweeks in a single 12-month period per covered servicemember and per injury/illness of the servicemember. *Leave granted under this Section shall run concurrently with the FMLA and CFRA leave granted under Section II (unless the employee is caring for his/her "next of kin" who is not covered by the CFRA). Leave granted under this Section shall be included in computing the employee's 12 weeks of leave granted under the FMLA, so that an employee may not, under any circumstances, exceed 26 total weeks of FMLA leave in a rolling 12-month period.*

**1. Definitions:**

- a. Armed Forces:** The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves
- b. Authorized Health Care Provider:** For purposes of completing the certification required under Section IV.3.b., any one of the following:
  - i. United States Department of Defense ("DOD") health care provider;
  - ii. A United States Department of Veterans Affairs ("VA") health care provider;
  - iii. A DOD TRICARE network authorized private health care provider;
  - iv. A DOD non-network TRICARE authorized private health care provider; or
  - v. Any health care provider permitted to provide medical certification under Section II of this Policy.
- c. Covered Servicemember:**
  - i. A current member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness; or
  - ii. A veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Injury or Illness and who was a member of the Armed Forces, at any time during the period of five years preceding the date on which the employee commences FMLA leave to care for the veteran.

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If the veteran was discharged or released under conditions other than dishonorable, the period from October 28, 2009 through February 8, 2013 shall not be counted in determining whether the veteran's last day of service falls within the five-year period.

- d. Next of Kin:** The nearest blood relative of a Covered Servicemember (other than his/her spouse, registered domestic partner, parent, son, or daughter), in the following priority order:
- i. A blood relative designated in writing by the servicemember as his/her nearest blood relative for purposes of military caregiver leave under the FMLA, who, if so designated, shall be the only next of kin for purposes of this Policy;
  - ii. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
  - iii. Brothers or sisters;
  - iv. Grandparents;
  - v. Aunts or uncles; and
  - vi. First cousins.

If no blood relative has been designated under Section IV.B.1.d.i., all blood relatives at the next applicable level of priority shall be considered "next of kin" who may take FMLA leave to provide care for the Covered Servicemember, either simultaneously or not.

- e. Outpatient Status:** The status of a Covered Servicemember who is assigned to a military medical treatment facility as an outpatient, or a unit established for the purpose of providing command and control of members of the military receiving medical care as outpatients.
- f. Parent of a Covered Servicemember:** A Covered Servicemember's biological, adoptive, step or foster father or mother, or an individual who stood *in loco parentis* to a Covered Servicemember, within the meaning of Section II.C.2. of this Policy.
- g. Son or Daughter of a Covered Servicemember:** A Covered Servicemember's biological, adopted, or foster child, step child, legal ward, or child for whom the Covered Servicemember stood *in loco parentis*, within the meaning of Section II.C.1. of this Policy, except that this definition shall apply regardless of the child's age.

**h. Serious Injury or Illness:**

- i. For a current member of the Armed Forces an injury or illness incurred by a Covered Servicemember in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty or active duty), and that may render the servicemember medically unfit to perform the duties of his/her office, grade, rank, or rating.
- ii. For a veteran who is a Covered Servicemember:
  - A. an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran; and
  - B. is one of the following:
    1. a continuation of a Serious Injury or Illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating; or
    2. a physical or mental condition for which the veteran has received a U.S. Department of Veteran Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the VASRD rating is based, in whole or in part, on the condition precipitating the need for the military caregiver leave; or
    3. a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
    4. an injury, including a psychological injury, on the basis of which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.



- B. The approximate date on which the injury or illness commenced, or was aggravated, and its probable duration; and
- C. Information sufficient to establish that the Covered Servicemember is in need of care, and addressing the following matters:
  - 1. Whether the need for care is for a single continuous period, and if so, an estimate of the beginning and ending dates, including any time needed for treatment and recovery;
  - 2. Whether there is a medical necessity for periodic care, based on a schedule of planned medical treatment, and if so an estimate of the treatment schedule;
  - 3. Whether there is a medical necessity for periodic care for reasons other than planned medical treatment, such as episodic flare-ups, and if so, an estimate of the frequency and duration of the periodic care.

**4. Alternative Certifications:**

- a. **Special Automatic Certification:** The DOD may issue a special invitation to a member(s) of a servicemember's family when a DOD health care provider has determined that the injury or illness is serious enough to warrant the immediate presence of a family member at the servicemember's bedside. If the DOD issues an invitational travel order ("ITO") or invitational travel authorization ("ITA") for "medical purposes" to any member(s) of the servicemember's family (even if the employee's name is not on it), the ITO or ITA constitutes automatic certification of military status and Serious Injury or Illness for the period of time specified in the ITO or ITA for the employee to take leave on either a continuous or intermittent basis, and the District will not require further certification of those matters for the specified period of time. However, in this circumstance, the District may still require proof of the covered family relationship between the employee and the servicemember. The ITO or ITA is in effect for the duration specified on it. If the employee wishes to request leave to care for a Covered Service Member beyond the period of time specified in an ITO or ITA, he/she must submit additional certification in

accordance with Section IV.B.3.b., above.

- b. **Documentation of Enrollment in Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers:** As another alternative to the certification required under Section IV.B.3.b., the District will accept as sufficient certification documentation of the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers, whether or not the employee is the named caregiver in the enrollment documentation. However, the District may still require proof of the covered family relationship between the employee and the servicemember. The District may also require proof of the servicemember's date of discharge and proof that the servicemember's discharge was other than dishonorable.
5. **Authentication and Clarification:** The District may seek authentication and clarification of a certification issued under Section IV.B.3.d., or of an ITO or ITA, or of documentation of enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. **Second and Third Opinions:** No second or third opinions of the servicemember's Serious Illness or Injury will be sought from an Authorized Health Care Provider who meets the criterion set forth in V.B.1(a)(i)-(iv); however, the District may request a second or third opinion by an Authorized Health Provider who meets the criterion in V.B.1(a)(v). No second or third opinions will be sought regarding an ITO or ITA for the period of time specified in the ITO or ITA.
- 7.. **Recertification:** No recertifications of the servicemember's Serious Illness or Injury will be sought.
8. **Administrative Delays in Issuance of Military Documents:** When an employee is unable to submit required documentation within the timeframe required under Section II.J, despite his/her diligent, good faith efforts to obtain such documents, the District will not delay or deny leave on the grounds of such administrative delay.

V. **EMPLOYEE RESPONSIBILITIES AND DUTY TO COOPERATE**

Employees are expected to fully cooperate with the District in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee's cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the District's inquiries for information to determine whether the employee is requesting leave under the FMLA, CFRA, and/or PDL. Employees are also required to consult with the District and make a reasonable effort to schedule foreseeable treatments so as to not unduly disrupt the District's operations. Employees on family care or medical leave must respond to the District's reasonable inquiries and keep the District updated as to the status of the employee's family care or medical leave.

Failure to cooperate with the District or failure to meet the employee's responsibilities may result in a delay in granting the employee's leave, a denial of leave, and/or a denial of the protections and benefits afforded by the FMLA, CFRA, and/or PDL. Employees who have questions about their responsibilities under this Policy should direct their inquiries to Human Resources.

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**



## IRVINE RANCH WATER DISTRICT

### PERSONNEL POLICIES AND PROCEDURES

#### POLICY NO. 19.1 – WORKER’S COMPENSATION AND TERMS FOR INDUSTRIAL DISABILITY LEAVE

##### I. GENERAL POLICY

- A. This policy sets forth terms and conditions that apply to the District’s administration of worker’s compensation and to all medical leaves for industrial injury or illness (“industrial disability.”)
- B. As set forth in Section II.D.4. of Policy 19, leaves of absence taken for industrial disabilities that are also “serious health conditions” as defined in Section II.C.3. of Policy 19, also qualify for designation as a leave of absence for up to 12 workweeks under that policy for employees who meet the eligibility criteria set forth in Section II.A. of Policy 19.
- C. The District will engage in an interactive process to identify and consider potential reasonable accommodation for employees who have an industrial disability, including but not limited to, available temporary modified duty, as well as the availability of an industrial disability leave. See Policy 7, Disabled Applicants and Employees.

##### II. WORKER’S COMPENSATION

- A. **In General:** The District provides each employee with workers' compensation insurance coverage as required by law to protect employees who are injured or become ill on the job. This insurance provides medical, surgical and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. All classes of employees, with the exception of contract labor who are required by law to carry their own coverage, are eligible for workers' compensation insurance with the District.
- B. **Procedure** When an employee is injured or becomes ill while working, he/she is required to report the injury or illness to his/her supervisor immediately, regardless of how minor the injury or illness may be. The supervisor is responsible for notifying the Safety Department and the Human Resources Department as soon as possible after becoming aware of the injury.
- C. **Benefits**
  - 1. Workers' Compensation benefits are provided to employees who are injured on the job or suffer illness caused by the job.

**POLICY 19.1 – WORKER’S COMPENSATION AND TERMS FOR INDUSTRIAL DISABILITY LEAVE**

2. If an employee is directed by a worker’s compensation carrier approved physician to be absent from work as the result of injury or illness arising from District employment, the employee will be placed on workers' compensation leave of absence in accordance with Section III of this Policy . The employee will be required to provide the District with the doctor's written instructions regarding absence from work and return to work due to a work related injury.
3. While on workers' compensation leave of absence, the employee shall be compensated by the District for time absent from scheduled work for up to the first three days of absence. If the leave of absence extends beyond three calendar days, the employee becomes eligible for workers' compensation benefits from the District’s worker’s compensation carrier.
4. Compensation payments begin from the first day of an employee's hospitalization or after the third day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by the District.
5. If medical treatment following the employee's return from leave of absence is recommended by a worker’s compensation carrier approved physician, the District shall compensate the employee for time absent from scheduled work hours to receive such treatment.
6. Should the employee's workers' compensation leave of absence extend beyond ninety (90) days, the employee will be eligible for long term disability on the ninety first (91st) day of his/her absence (see Policy No. 13 - Long Term Disability).

**III. MEDICAL LEAVES OF ABSENCE FOR INDUSTRIAL DISABILITIES**

- A. **Eligibility:** The District will grant a leave of absence to any employee who is unable to work due to an industrial disability.
- B. **Amount of Leave Entitlement:** The period of leave shall continue, until the District determines that one of the following events has occurred:
  1. The employee is released to return to work by his/her doctor without restrictions.
  2. The employee is released to return to work by his/her doctor with restrictions for which the District determines that reasonable accommodation is available.
  3. The District receives satisfactory medical evidence that the employee is unable to return to work, with or without restrictions. Such medical evidence may include:

**POLICY 19.1 – WORKER’S COMPENSATION AND TERMS FOR INDUSTRIAL DISABILITY LEAVE**

- a. A doctor’s determination that an employee’s condition is permanent and stationary and the District’s determination that no reasonable accommodation is available; or
  - b. Where a doctor has not determined that an employee’s condition is permanent and stationary, evidence that the employee has been disabled for an uncertain and extended period of time based on which, the District determines that no reasonable accommodation is available.
4. The employee resigns or retires from District employment or informs the District that he/she does not intend to return to work.
  5. The employee fails to cooperate in good faith in an interactive process with the District to identify potential reasonable accommodation or engages in other conduct signifying to the District that he/she does not intend to return to work.

**C. Coordination of Paid Leaves with Worker’s Compensation Benefits**

1. During leave time that is also designated as FMLA/CFRA time for their own serious health condition, employees may coordinate any unused accumulated sick and vacation hours with any worker’s compensation insurance, long-term disability, and any other wage-replacement benefits for which the employee may be eligible, up to an amount equal to the employee’s regular salary.
2. During leave time that is not also designated as FMLA/CFRA time for their own serious health condition, employees must coordinate unused accumulated sick hours with workers’ compensation insurance, long-term disability, and any other benefits provided to the employee, in an effort to minimize the financial impact of the leave of absence for both the employee and the District. Once unused accumulated sick hours are exhausted, any unused accrued vacation hours shall also be coordinated with any workers’ compensation insurance, long term disability or other wage replacement benefits for which the employee may be eligible.

**D. Notice Procedure**

1. It is the employee's responsibility to notify his/her supervisor immediately regarding any work-related injury or illness.
2. The supervisor will immediately notify Human Resources, and refer the injured employee to the District's contracted occupational medical provider, or the employee’s designated treatment provider, if one is on file. The Supervisor will prepare a Supervisor's Report of Accident.
3. Human Resources will send to the injured employee an Employee's Claim for Workers' Compensation Benefits for his/her completion. The District will file a claim with the workers' compensation carrier, who will handle processing and payment of claims.

4. The employee must provide a copy of a completed Irvine Ranch Water District Physician’s Notice Form to Human Resources following his/her initial visit and must continue to do so following subsequent appointments. A sample form for employee’s use is included as an appendix to this Policy.

**E. Certification for an Employee’s Return to Work**

1. Before returning to work following a leave of absence for a work-related disability, an employee must submit a completed IRWD Physician’s Notice Form, documenting the employee’s ability to return to work, with or without restrictions, and the date that he/she is able to return.
2. The District will provide the employee with a Irvine Ranch Water District Physician’s Notice Form and a copy of the employee’s job description for his/her health care provider to review in completing the return to work certification. The employee must provide a complete and sufficient certification. If the employee’s health care provider releases the employee back to work with restrictions, the District will engage in the interactive process to determine what reasonable accommodation, if any, will permit the employee to return to work.

**F. Employment Benefits and Protection**

1. Previously Accrued Benefits:
  - a. Use of industrial disability leave will not result in the loss of any employment benefits accrued before the date the leave commenced.
  - b. Time on industrial disability leave will not constitute a break in service or otherwise cause the employee to lose longevity status.
2. No Accrual of Leave during Unpaid Industrial Disability Leave
  - a. An employee on unpaid industrial disability leave shall not accrue any additional paid leave time. Thus, employees will not accrue vacation leave, sick leave, or other paid leave, nor will they be paid for holidays during the unpaid leave.
  - b. However, during the time that an employee supplements his/her unpaid industrial disability leave with paid leave, the employee will continue to accrue leaves and benefits in accordance with the provisions of the District’s policy governing those leaves of absence (i.e., when using sick leave, the rules governing sick leave will apply with regard to the employee’s benefits).
  - c. Holidays falling during the period following exhaustion of paid leave benefits will not be paid to the employee on unpaid industrial disability leave of absence.

3. Maintenance of Health Insurance of the Employee

- a. Group medical, dental and vision and life insurance coverage will remain in force, and the employee will continue to pay his/her normal monthly contribution to premiums for the employee, spouse and/or family, until one of the following occurs, whichever is later:
  - i. The employee has exhausted FMLA/ CFRA leave taken under Policy 19 for the same serious health condition; or
  - ii. The employee has been off work on approved leave for more than four months (or 120 days, whichever is less) under Policy 19, or this Policy, or both combined **and** has exhausted all accrued, available paid leaves.
- b. The employee is then responsible for the full cost of group medical, dental, vision, and life insurance coverage for the employee, spouse and/or family. These payments must be made as directed by Human Resources on a timely basis each month.

4. Maintenance of Benefits Requiring Employee Contributions

- a. During any period of unpaid leave, unless otherwise prohibited by applicable law, an employee may elect to discontinue monthly payments into the flexible benefits account, and any other benefits offered or sponsored by the District to which the employee is required to make monthly contributions, other than group medical benefits. Employees must notify the District in writing of such an election.
  - i. Employees returning from unpaid leave who have discontinued payments into their flexible benefits account have a right to elect to reinstate coverage at the same level of participation as before their leave.
  - ii. Employees that experience an event that qualifies as a Qualified Status Change under IRS regulations are allowed to change the amount of their monthly payments into either the miscellaneous medical or dependent care flexible spending accounts. If this option is chosen, employees have thirty (30) days from the date of the qualified status change or from the date they return from industrial disability leave to change their payments. (See Policy No. 41-Flexible Advantage Program for more specific information on the Flexible Benefits Program).

**POLICY 19.1 – WORKER’S COMPENSATION AND TERMS FOR INDUSTRIAL DISABILITY LEAVE**

- iii. Expenses that are incurred during the time that employees are not making monthly payments are not eligible for reimbursement.
- b. An employee will continue to be responsible for making the payment of his/her share of premiums for group medical benefits and any other contributions for which the District has not received advanced notice of election to discontinue. If any premium amounts are increased or decreased for other employees similarly situated, the employee will be required to pay the new premium rates.
- c. All monthly contributions are due and payable to the District at the same time as they would be if made through payroll deduction.
- d. The District and employees who are CalPERS members will continue to make contributions in accordance with the terms of the plan during any period of industrial disability leave in which the employee uses paid leave time. However, the District will not make plan payments for employees during any leave period which is unpaid, and the unpaid leave period will not be counted for purposes of service credit under the plan.
- e. If the District provides a new health plan or benefits or changes health plans or benefits while an employee is on industrial disability leave that is also CFRA leave, the District will give written notice to the employee to advise that he/she is subject to the new or changed plan/benefits in the same manner, and to the same extent, as if the employee were not on leave.

**IV. EMPLOYEE RESPONSIBILITIES AND DUTY TO COOPERATE**

Employees are expected to fully cooperate with the District in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee’s cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the District’s inquiries for information to determine whether the employee may be entitled to leave under FMLA/CFRA in addition to this policy. Employees on leave must respond to the District’s reasonable inquiries and keep the District updated as to the status of the employee’s continued need for leave.

Failure to cooperate with the District or failure to meet the employee’s responsibilities may result in a delay in granting the employee’s leave, a denial of leave, and/or a denial of the protections and benefits afforded by this Policy. Employees who have questions about their responsibilities under this Policy should direct their inquiries to Human Resources.

**Adopted by IRWD Board of Directors on:**

**IRVINE RANCH WATER DISTRICT**

**PERSONNEL POLICIES AND PROCEDURES**

**POLICY NO. 19.2 – PERSONAL LEAVES OF ABSENCE**

**I. GENERAL POLICY**

This Policy is intended to provide employees with information about and establish guidelines for the taking of personal leaves of absence, whether for medical or non-medical reasons. It is the policy of the District to carefully review all requests for personal leave to ensure each is in the best interest of the District.

**II. PERSONAL LEAVES OF ABSENCE**

**A. Eligibility:**

1. **Medical:** Requests for a personal leave of absence due to medical reasons may be submitted by any employee who is temporarily disabled or otherwise unable to work due to serious injury or illness, or is needed to provide care for a child, registered domestic partner, or spouse (“Family Member.”)
2. **Non-medical:** Requests for a non-medical leave of absence may be submitted by regular part-time and regular full-time employees who have been continuously employed by the District for at least one year.

**B. Qualifying Reasons for Personal Leave of Absence:** Employees meeting the eligibility requirements under Section II.A. may take a personal leave of absence for one of the following reasons:

1. **Medical:** A personal leave due to medical reasons may be granted as a reasonable accommodation under state and federal disability law to:
  - a. An employee who is medically unable to work but does not meet, or does not yet meet, the requirements for a Family Care and Medical Leave of Absence under Policy 19;
  - b. An employee who is needed to provide care for a Family Member but does not meet, or does not yet meet, the requirements for a Family Care and Medical Leave of Absence under Policy 19.
  - c. An employee who has exhausted the maximum leave that he or she is eligible to take as a Family Care and Medical Leave of Absence but is unable to return to work for the same qualifying, medical reason or is still needed to provide care for a Family Member.



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2. **Non-medical:** A personal leave may be granted for other, non-medical reasons on a discretionary basis. A personal leave will be considered non-medical if taken for a reason that would not otherwise entitle the employee to take sick leave under District Policy 16 or applicable MOU provision.

### **C. Amount of Personal Leave That May Be Requested**

1. **Medical:** An eligible employee may request a leave of absence for a period of up to four months or 120 days, whichever is less.
2. **Non-medical:** An eligible employee may request a non-medical personal leave of absence for a reasonable period of time of up to 30 days.

### **D. Concurrent Use of Accrued Paid Leave**

1. **Medical:** Employees taking a personal leave of absence for medical reasons are required to use any accrued sick, vacation, and Personal holiday time during the leave. Any time taken off in excess of accrued paid leave time will be unpaid time off.
2. **Non-medical:** Employees taking a personal leave of absence for non-medical reasons are required to use any accrued vacation time and other accrued paid leave time, other than sick time, during the leave. Any time taken off in excess of accrued paid leaves will be unpaid time off.

### **E. Coordination with Wage Replacement Plans**

Employees taking a personal leave of absence will coordinate unused accrued sick hours with short-term disability, long-term disability, and any other wage-replacement benefits for which the employee may be eligible, in an effort to minimize the financial impact of a leave of absence for both the employee and the District.

### **F. Procedure for Requesting Personal Leave**

1. Eligible employees must submit a written personal leave of absence request to their immediate supervisor and Human Resources as soon as they become aware of the need for leave. The request must state the reason for the personal leave, by reference to Section II.B.1. or II.B.2 of this Policy, identify the anticipated dates the leave will begin and end, and include any supporting documentation. Employees must also notify Human Resources and their immediate supervisor if there is any change in the anticipated start or end dates once a request has been made.

## POLICY 19.2 – PERSONAL LEAVES OF ABSENCE

### 2. District response

- a. Medical leaves: Requests for medical personal leaves of absence will be considered in accordance with the principles governing other forms of requested reasonable accommodation.
- b. Non-Medical leaves: Requests for non-medical personal leaves of absence will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the District.

### 3. Request for Extension of Personal Leave

- a. Medical leaves: Employees who are not medically released to return to work, or are still needed to provide care, at the end of the maximum leave period may request an extension of their leave as a further reasonable accommodation. Medical leaves may be extended at the District's discretion beyond four months with the written approval of the Director of Human Resources and the Department Head based on review of the documentation supporting the request and a determination that the employee's continued absence from work will not be an undue hardship for the District.
  - i. If the District does not grant the full extension requested by the employee, the District will fulfill any legal obligation to continue the interactive process to determine whether a reasonable accommodation may be available to permit the employee to return to work, with or without restrictions.
- b. Non-Medical leaves: Employees may request extension of a non-medical personal leave for a reasonable period of time beyond 30 days. Such requests will be reviewed and determined on a case-by-case basis by the Director of Human Resources and the General Manager.

## G. **Employment Benefits and Protection**

### 1. Previously Accrued Benefits:

- a. Use of personal leave will not result in the loss of any employment benefits accrued before the date the leave commenced.
- b. Time on personal leave will not constitute a break in service or otherwise cause the employee to lose longevity status.

## POLICY 19.2 – PERSONAL LEAVES OF ABSENCE

2. No Accrual of Leave during Unpaid Personal Leave:
  - a. An employee on unpaid personal leave shall not accrue any additional paid leave time. Thus, employees will not accrue vacation leave, sick leave, or other paid leave, nor will they be paid for holidays during the unpaid leave.
  - b. However, during the time that an employee supplements his/her unpaid personal leave with paid leave, the employee will continue to accrue leaves and benefits in accordance with the provisions of the District's policy governing those leaves of absence (i.e., when using sick leave, the rules governing sick leave will apply with regard to the employee's benefits).
  - c. Holidays falling during the period following exhaustion of paid leave benefits will not be paid to the employee on unpaid personal leave of absence.
  
3. Maintenance of Health Insurance of the Employee
  - a. Group medical, dental and vision and life insurance coverage will remain in force, and the employee will continue to pay his/her normal monthly contribution to premiums for the employee, spouse and/or family, until one of the following occurs, whichever is **later**:
    - i. The employee has exhausted FMLA, CFRA, or PDL leave taken under Policy 19; or
    - ii. The employee has been off work on approved leave for more than four months (or 120 days, whichever is less) under Policy 19, or this Policy, or both combined, **and** has exhausted all available, accrued, paid leaves under Section II.D. of this Policy.
    - iii. The employee has been off work on approved, non-FMLA/CFRA/PDL leave for fewer than four months (or 120 days, whichever is less) under this Policy and has exhausted all available, accrued, paid leaves under Section II.D. of this Policy.
  - b. The employee is then responsible for the full cost of group medical, dental, vision, and life insurance coverage for the employee, spouse and/or family. These payments must be made to the Human Resources Department on a timely basis each month.

· POLICY 19.2 – PERSONAL LEAVES OF ABSENCE

4. Maintenance of Benefits Requiring Employee Contributions

- a. During any period of unpaid leave, unless otherwise prohibited by applicable law, an employee may elect to discontinue monthly payments into the flexible benefits account, and any other benefits offered or sponsored by the District to which the employee is required to make monthly contributions, other than group medical benefits. Employees must notify the District in writing of such an election.
  - i. Employees returning from unpaid leave who have discontinued payments into their flexible benefits account have a right to elect to reinstate coverage at the same level of participation as before their leave.
  - ii. Employees that experience an event that qualifies as a Qualified Status Change under IRS regulations are allowed to change the amount of their monthly payments into either the miscellaneous medical or dependent care flexible spending accounts. If this option is chosen, employees have thirty (30) days from the date of the qualified status change or from the date they return from personal leave to change their payments. (See Policy No. 41- Flexible Advantage Program for more specific information on the Flexible Benefits Program).
  - iii. Expenses that are incurred during the time that employees are not making monthly payments are not eligible for reimbursement.
- b. **Methods for Making Payments for Group Medical Benefits**
  - i. An employee will continue to be responsible for making the payment of his/her share of premiums for group medical benefits and any other contributions for which the District has not received advanced notice of election to discontinue. If any premium amounts are increased or decreased for other employees similarly situated, the employee will be required to pay the new premium rates.
  - ii. All monthly contributions are due and payable to the District at the same time as they would be if made through payroll deduction.
- c. The District and employees who are CalPERS members will continue to make contributions in accordance with the terms of the plan during any period of personal leave in which the employee uses paid leave time. However, the District will not make plan payments for employees during any leave period which is unpaid, and the unpaid leave period will not be counted for purposes of service credit under the plan.

## POLICY 19.2 – PERSONAL LEAVES OF ABSENCE

### **H. Reinstatement**

Employees are required to return to work at the end of any period of leave approved under this Policy, unless the employee has requested and received approval to extend the period of leave. Failure to return to work within one business day after receiving a written order to return from the District will be considered a voluntary resignation.

### **III. EMPLOYEE RESPONSIBILITIES AND DUTY TO COOPERATE**

Employees are expected to fully cooperate with the District in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee's cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the District's requests for information to support the employee's request to take, change, or extend a personal leave of absence. Employees are also required to consult with the District and make a reasonable effort to schedule foreseeable absences so as to not unduly disrupt the District's operations. Employees on leave must respond to the District's reasonable inquiries and keep the District updated as to the status of the employee's personal leave.

Failure to cooperate with the District or failure to meet the employee's responsibilities may result in a delay in granting the employee's leave, a denial of leave, and/or a denial of the protections and benefits afforded by this Policy. Employees who have questions about their responsibilities under this Policy should direct their inquiries to Human Resources.

**Adopted by IRWD Board of Directors:**

**IRVINE RANCH WATER DISTRICT**  
**PERSONNEL POLICIES AND PROCEDURES**  
**POLICY NO. 19.3. – OTHER LEAVES OF ABSENCE**

**I. GENERAL POLICY**

- A.** It is the policy of the District to enable its employees to take a leave of absence to fulfill their civic and other obligations in accordance with applicable state and federal law. Other District Policies address specific types of leave such as Policy 19 [Family and Medical Care Leaves of Absence]; 19.1 [Worker's Compensation and Terms for Industrial Disability Leave]; and 19.2 [Personal Leaves of Absence].
- B.** This Policy addresses the terms under which employees may take a leave of absence for the remaining purposes for which an established legal right also exists but which are not otherwise addressed expressly in District Policies.
- C.** Except as otherwise provided in this Policy or applicable law, none of these leaves of absence requires a minimum number of hours worked or months of District service as a condition for eligibility.
- D.** For exempt employees, no deduction from salary will be made for leaves shorter than one full workweek. However, exempt employees may be required to use available, accrued paid leave in accordance with District policy.

**II. LEAVE FOR JURY DUTY**

- A. Purpose:** The District will grant a leave of absence to employees who are called to serve on a trial jury or inquest jury, or who are subpoenaed or otherwise required under court order to provide testimony as witnesses. Because grand jury service is voluntary in California, such service is not covered by this Policy. However, interested employees may request a discretionary, non-medical, personal leave of absence in accordance with, and subject to Policy 19.2.
- B. Amount of Leave:** Employees will be permitted to remain off work for the period of actual service.
- C. Compensation during Leave:**
  - 1. Employees will receive their regular pay for up to 30 calendar days per year. This period of paid leave begins on the first day that the employee is required to report in person to court.
  - 2. Leave continuing after exhaustion of the 30-day period will be unpaid; however, employees may use available, accrued vacation or Personal holiday time.

POLICY 19.3 – OTHER LEAVES OF ABSENCE

3. If an employee receives a payment for jury duty that includes payment for service, other than mileage, the employee is required to submit their endorsed jury duty payment check to Payroll. Any monies included in the jury duty payment for mileage or for jury service performed on an employee's scheduled day off will be reimbursed to the employee.

**D. Notice and Verification**

**1. Initial Notification**

An employee who receives a "Summons or Subpoena to Appear" for jury duty, must provide reasonable advance notice to his or her Supervisor and Human Resources and provide a copy of the original summons to Human Resources.

**2. Continuing Updates**

Following the employee's initial appearance for jury duty, and following each subsequent day of leave, the employee must contact Human Resources by telephone or e-mail to advise whether he/she will be required to report for further service, or has been released from service. The employee should also communicate any information he/she has received regarding estimated total length of service, as well any changes to that estimated timeframe.

**III. LEAVE FOR SUBPOENAED WITNESSES**

- A. Purpose:** The District will grant a leave of absence to employees who are subpoenaed or otherwise required under court order to provide testimony as witnesses.
- B. Amount of Leave:** Employees will be permitted to remain off work for the period of actual service.
- C. Compensation during Leave:** Leave under this section is unpaid. However, an employee may choose to use any accrued vacation time when taking leave under this section.
- D. Notice and Verification**

**1. Initial Notification**

An employee who receives a "Summons or Subpoena to Appear" for witness duty, must provide reasonable advance notice to his or her Supervisor and Human Resources and provide a copy of the original summons to Human Resources.

**2. Continuing Updates**

Following the employee's initial appearance for witness duty, and following each subsequent day of leave, the employee must contact Human Resources by telephone or e-mail to advise whether he/she will be required to report for further service, or has been released from service. The employee should also

communicate any information he/she has received regarding estimated total length of service, as well any changes to that estimated timeframe.

#### IV. LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

##### A. Purpose and Definitions:

1. The District will grant a leave of absence to employees who have been victims of the following crimes to address the matters set forth below:
  - a. Domestic Violence. Abuse against an employee that is committed by any of the following persons, as defined in Sections 6200 *et seq.* of the Family Code:
    - i Spouse or former spouse;
    - ii Registered domestic partner or former domestic partner;
    - iii Cohabitant or former cohabitant;
    - iv Person with whom the employee is having or has had a dating or engagement relationship;
    - v Person with whom the employee has had a child;
    - vi Employee's child; or
    - vii Any person related to the employee by consanguinity or affinity within the second degree.
  - b. Sexual Assault. Any of the crimes set forth in Section 230(j)(3) of the Labor Code, as defined in Title 9 of the California Penal Code:
  - c. Stalking. Any misconduct (as defined in Section 646.9 of the Penal Code or Section 1708.7 of the Civil Code, which usually involves a pattern of willfully, maliciously, and repeatedly following or harassing another person and making a credible threat with the intent of placing that person in reasonable fear of his or her own safety or in fear of the safety of of his or her immediate family.
2. Permitted Uses of Leave. An employee who has been the victim of sexual assault, domestic violence, or stalking may take a leave of absence for any of the following reasons:
  - a. To seek medical attention or psychological counseling for resulting injuries.
  - b. To obtain services from a domestic violence shelter, program, or rape crisis center.



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- c. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
    - d. To obtain any legal relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her child.
- B. Amount of Leave:** Employees will be permitted to remain off work for the period of time necessary to address the reason for the leave of absence.
  - 1. If an employee has been granted a leave of absence under Policy 19.1 or 19.2 for the same reason, both leaves will run concurrently.
- C. Compensation during Leave:** Leave under this section is unpaid. However, an employee may choose to use any accrued sick leave or vacation time when taking leave under this section.
- D. Notice and Verification:**
  - 1. Advance notice: An employee wishing to take leave must notify Human Resources at least five working days before the intended absence. If such advance notice is not possible, the employee must notify Human Resources within a reasonable time in advance of the absence.
  - 2. Unscheduled absence: If the employee is unable to provide advance notice before his/her absence from work, he/she may be required to provide Human Resources with documentation that the leave was for a permitted purpose under this Section. Such documentation may include, but is not limited to, a police report, a court order or other evidence that the employee appeared in court, or a record establishing that the employee was undergoing medical treatment or counseling during the employee's absence.
- E. Reasonable Accommodation for Safety at Work**
  - 1. In accordance with Section 230(f) of the Labor Code, an employee who has been the victim of domestic violence, sexual assault, or stalking may request an accommodation for his/her safety at work.
  - 2. Reasonable accommodation may include safety measures such as:
    - a. Transfer, reassignment, modified schedule, or other modifications to job structure or assignments
    - b. Changed work telephone, changed work station, installed lock or other changes to the workplace or work facility.
    - c. Implementation of additional safety procedures

- d. Assistance in documenting misconduct that occurs in the workplace
3. The District will engage in a timely, good faith interactive process with the employee to attempt to identify an effective reasonable accommodation in accordance with Section 230(f) of the Labor Code.

V. **LEAVE FOR ATTENDANCE AT CRIMINAL PROCEEDINGS**

A. **Purpose and Definitions:** The District will grant a leave of absence to an employee who has been, or whose family member has been, a victim of a violent felony, a serious felony, felonious theft or embezzlement, or other enumerated offenses, for the purpose of attending proceedings related to that crime.

1. The terms “violent felony,” “serious felony” and felonious theft or embezzlement shall be as defined in Section 230.2(a)(3) of the Labor Code.
2. The term “other enumerated offenses” shall refer to the list set forth in Section 230.5(a)(2) of the Labor Code.
3. Eligible proceedings include any proceeding in court, any proceeding involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue.
4. The term “family member” means the employee’s spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

B. **Amount of Leave:** Employees will be permitted to remain off work for the period of time necessary to participate in the proceedings.

C. **Compensation during Leave:** Leave under this section is unpaid. However, an employee may choose to use any accrued vacation time when taking leave under this section.

D. **Notice and Verification:**

1. Advance notice: An employee wishing to take leave must notify Human Resources at least five working days before each intended absence. If such advance notice is not possible, the employee must notify Human Resources within a reasonable time in advance of each absence.
2. Unscheduled absence: If the employee is unable to provide advance notice before his/her absence from work, he/she may be required to provide Human Resources with documentation that the leave was for a permitted purpose under Section IV.A. Such documentation may be issued by the court of government agency setting the hearing, the district attorney or prosecuting attorney’s office, or a victim/witness office that is advocating on behalf of the victim

**VI. VOTING LEAVE**

- A. Purpose:** In accordance with Election Code Sections 14000 and 14001, the District will grant a leave of absence to permit an employee to vote in a local, state, or national election if the employee does not have sufficient time to vote outside normal working hours.
- B. Amount of Leave:** Employees may take up to two hours at the beginning or end of the regular working shift on Election Day, or at another time on Election Day, as mutually agreed with the employee's supervisor.
- C. Compensation during Leave:** Employees will receive time off with pay for a reasonable period, not to exceed two hours.
- D. Notice and Verification:**
  - 1. Employees who know, or have reason to believe, that they will not have sufficient time to vote outside normal working hours must notify their Department Head of the need for leave, and the reason for the request as soon as possible, and no later than two working days before election day.
  - 2. The Department Head will respond to the request within one working day. If granted, the Department Head will identify the authorized start time for the leave.
  - 3. Employees returning from voting leave must provide proof that the leave time was used for voting purposes.

**VII. SCHOOL LEAVE.**

- A. Purpose and Definitions:** The District will grant a leave of absence to an employee who is the parent, guardian, or grandparent of a child, for the following purposes:
  - 1. To participate in the activities of the child's primary or secondary school or licensed child care provider.
  - 2. To find, or to enroll, or reenroll the child in, a primary or secondary school or licensed child care provider.
  - 3. To address an emergency, such as:
    - a. A request from child care provider or school that the child be picked up.
    - b. A provision in the attendance policy for the child care provider or school, other than a planned holiday, that prohibits the child from attending.
    - c. Closure or unexpected unavailability of the child care provider or school, other than during planned holidays.
    - d. A natural disaster, including, but not limited to, fire, earthquake, or flood.

4. To appear at the school of a suspended child pursuant to a request made by the child's school under California Education Code section 48900.1.

**B. Amount of Leave:**

1. An employee may take up to 40 hours of leave per calendar year, but no more than eight hours in one calendar month. However, no limit shall be placed on the amount of leave taken under Section VI.A.4.
2. If more than one District employee requests leave in connection with the same child, only the first employee to provide notice is entitled to receive leave. The second employee may also be permitted to take a simultaneous leave of absence if he/she obtains written supervisory approval.
3. The amount of leave available is fixed at a maximum of 40 hours per calendar year, regardless of the number of children, grandchildren, or wards that an employee may have.

**C. Notice and Verification.**

1. An employee must provide reasonable advance notice of the need for leave and must make all reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the District. If an emergency makes such notice impossible, the employee shall notify his/her Department Head as soon as possible.
2. Employees returning from leave are required to provide written verification from the school or child care provider of his/her need for leave at the specific time and date. If an employee fails to provide sufficient verification, the District may determine that the leave time was unauthorized.

- D. Compensation during Leave.** Leave under this section is unpaid. However, an employee may choose to use any accrued vacation time when taking leave under this section.

**VIII. LEAVE FOR RESERVE PEACE OFFICERS, VOLUNTEER FIREFIGHTERS, AND EMERGENCY RESCUE PERSONNEL**

- A. Purpose:** The District will grant a leave of absence to an employee who is a volunteer firefighter, reserve peace officer, or volunteer emergency rescue personnel for the purpose of performing emergency duty or participating in training.

**B. Amount of Leave:**

1. Leave for Emergency: Leave will be available for the full duration of the employee's need to perform emergency duty.
2. Leave for Training: Employees may take up to a total maximum of 14 days of leave per calendar year to receive training.

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- C. **Notice and Verification:** Employees must provide reasonable advance notice of their need for leave. If advance notice is not feasible, the employee must provide reasonable verification of the emergency or need for training upon his/her return to work.
- D. **Compensation during Leave:** Leave under this section is unpaid. However, an employee must use any accrued vacation time when taking leave under this section.

**IX. LEAVE FOR CIVIL AIR PATROL DUTY**

- A. **Purpose:** In accordance with Sections 1500 *et seq.* of the Labor Code, the District will grant a leave of absence to an employee who is a volunteer member of the civilian auxiliary of the United States Air Force (“Civil Air Patrol”) and is directed to respond to an emergency operational mission, either in-state or out-of-state.
- B. **Amount of Leave:** Employees may take up to 3 days of leave per mission, up to a total maximum of 10 days of leave under this section.
- C. **Notice and Verification:**
  - 1. Employees must provide reasonable advance notice of the intended dates on which leave is anticipated to begin and end.
  - 2. The District may require certification from the proper Civil Air Patrol authority to verify the need for leave, or that leave was taken for the purpose of responding to an emergency operational mission.
- D. **Compensation during Leave:** Leave under this section is unpaid. An employee may choose to use accrued vacation time when taking leave under this section.

**X. MILITARY LEAVES**

- A. **Leave for Employees Who Are Service Members:**
  - 1. The District will grant a leave of absence in accordance with applicable provisions of Section 395 of the Military and Veteran’s Code and the federal Uniformed Services Employment and Reemployment Rights Act.
  - 2. Employees are required to provide evidence of their orders to report for active duty, upon providing notice of their need for leave of absence.
  - 3. A request for military leave of absence shall be made in writing to the employee's supervisor by completing the Request for Leave of Absence Form (available in the Human Resources Department), and shall state specifically the reason for the request, the date the leave is to begin, and the probable date of return. Human Resources will communicate the need

for leave to the employee's Department Head and the General Manager prior to the leave beginning.

**B. Leave for Employees Who Are the Spouse or Registered Domestic Partners of Service Members**

1. Purpose: In accordance with Section 395.10 of the Military and Veterans Code, the District will grant a leave of absence to an employee whose spouse or registered domestic partner is deployed for active military service during a period of military conflict, to spend time with the spouse or registered domestic partner while he/she is on leave from such deployment.
2. Eligibility: Eligibility for this leave is limited to employees who are regularly scheduled to work at least 20 hours per week.
3. Amount of Leave: An employee may take up to ten days of leave each time his/her spouse or registered domestic partner is on leave from military deployment.
4. Notice: Employees must provide notice of the need for leave no more than two working days after receiving official notice of their spouse or registered domestic partner's leave from deployment. Employees must provide a copy of the official notice in connection with their request.
5. Compensation during Leave: Leave under this section is unpaid. An employee may choose to use accrued vacation time when taking leave under this section.

**XI. EMPLOYEE RESPONSIBILITIES AND DUTY TO COOPERATE**

Employees are expected to fully cooperate with the District in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee's cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the District's requests for information to support the employee's request to take, change, or extend a leave of absence. Employees are also required to consult with the District and make a reasonable effort to schedule foreseeable absences so as to not unduly disrupt the District's operations. Employees on leave must respond to the District's reasonable inquiries and keep the District updated as to the status of the employee's leave.

Failure to cooperate with the District or failure to meet the employee's responsibilities may result in a delay in granting the employee's leave, a denial of leave, and/or a denial of the protections and benefits afforded by this Policy. Employees who have questions about their responsibilities under this Policy should direct their inquiries to Human Resources.

Adopted by IRWD Board of Directors on: \_\_\_\_\_

**IRVINE RANCH WATER DISTRICT**  
**PERSONNEL POLICIES AND PROCEDURES**  
**POLICY NO. 22 - HOLIDAYS**

**1. General Policy**

The District recognizes the importance of leisure time in achieving greater productivity. Eligible employees will receive twelve paid holidays per year, two of which are considered floating holidays and one of which is considered a Personal Holiday. The two floating holidays are determined at the District's option, with approval of the General Manager. The personal holiday is determined by each eligible employee, subject to approval of the employee's supervisor.

**2. Holiday Schedule**

The District's twelve paid holidays are:

- New Year's Day
- President's Day (follow Federal schedule)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Day before Christmas holiday
- Christmas Day
- Two Floating Holidays
- One Personal Holiday

Floating holidays are designated annually. The selection of floating holidays is designed to spread out the holidays as evenly as possible over the year so that employees have time away from their jobs at regular intervals to refresh themselves and spend time with their families. Staff also takes into consideration which holidays are commonly observed by the various school systems. A holiday schedule for each calendar year will be published and distributed to employees before the beginning of each calendar year.

**3. Eligibility**

**A. Designated Calendar and Floating Holidays**

All Regular District employees of the District are eligible for holiday pay based on their individual work schedule (5/8, 9/80 or 4/10) at the time the holiday occurs. Regular District employees assigned to a part-time schedule (less than 40 hours in one week) are eligible for pro-rated holiday pay based on the average daily hours worked during the payroll period in which the holiday occurs. District Temporary employees, paid through the District payroll system, are eligible for holiday pay when a holiday falls on their regularly scheduled day to work.

**POLICY NO. 22 – HOLIDAYS**

Eligible employees must be actively at work, or using sick or vacation time, the work day immediately prior to *and* the work day immediately following the holiday, in order to receive holiday pay. Any unauthorized absence occurring the day preceding or following the holiday will result in holiday pay not being granted.

**B. Personal Holiday**

Following 6 months of employment, all Regular District employees are eligible to take one scheduled work day off as a personal holiday each calendar year. The personal holiday must be requested by an employee and approved by the employee's supervisor at least one week before the employee plans to use it. A personal holiday that is not used by December 31<sup>st</sup> of each calendar year in which is granted will be added to the employees vacation accrual balance.

**4. Holidays Falling During Weekends and Vacations**

When a holiday falls on a weekend, the General Manager will select an alternate day off as a District holiday. Holidays that occur during an employee's vacation will not be counted as a vacation day.

When a scheduled holiday falls on an employee's regularly scheduled day off, vacation hours equal to the amount of hours normally scheduled to work on the corresponding day of the following work week, will be credited to the employee's vacation accrual account.

**5. Rate of Pay**

Regular employees will be paid holiday pay in an amount equivalent to their base hourly pay rate times the number of hours the employee was normally scheduled to work if the day were not a holiday

**6. Employees Required to Work on a District Observed Holiday**

Should a non-exempt employee be required to work on a holiday, he or she will receive holiday pay in addition to compensation at one and one half (1-1/2) times his or her regular rate of pay for time worked.

**7. Work Distribution on a District Observed Holiday**

Supervisors are responsible to schedule distribution of holidays to be worked as evenly as practicable among the employees within their respective departments.

Adopted by IRWD Board of Directors on:



# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 26 - SMOKE-FREE WORKPLACE POLICY

#### I. IN GENERAL

- A. In accordance with state and federal law, the District has adopted this Smoke-Free Workplace policy in an effort to protect the health and well-being of District employees and all other individuals who visit facilities that are owned or controlled by the District.
- B. The provisions of this Policy do not apply to recreational and medical marijuana, which the District treats the same as any other drug that is subject to regulation under Policy 27 and Policy 27.1. Although the use of marijuana is legally permissible in the State of California, it remains a prohibited and controlled substance under federal law and DOT Regulations.

#### II. DEFINITIONS

- A. **Smoking:** inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.
- B. **Enclosed:** Surrounded by a ceiling, floor, and solid walls which, except for doors, passageways and/or windows, extend from floor to ceiling on all sides. If an enclosed area is divided by internal partial walls or other office landscaping, it is still, in its entirety, considered enclosed. A retractable roof, whether open or closed, shall be considered a ceiling for the purpose of this definition.
- C. **Entrance or Exit:** An opening into a building from a contiguous street, sidewalk, walkway, parking area or patio.

#### III. RESTRICTIONS ON SMOKING

- A. All District employees and volunteers are prohibited from smoking or disposing of smoking waste in any enclosed facilities owned or controlled by the District, including all work areas inside the Sand Canyon headquarters building and all Michelson Operations Center buildings. Employees and volunteers are also prohibited from smoking within 20 feet of any entrance or exit or operable windows of any building in which smoking is prohibited.
- B. Smoking is prohibited in all District owned or leased vehicles. Employees may smoke in their personal vehicles.
- C. While in any unenclosed areas in which smoking is permitted, employees are required to use good judgment and extreme care with smoking devices, matches, lighters and any smoking equipment or waste that might start a fire. Employees who smoke must dispose of the remains in the proper containers.

Adopted by IRWD Board of Directors on: \_\_\_\_\_

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES MANUAL

### POLICY NO. 27 - SUBSTANCE ABUSE POLICY

#### I. IN GENERAL

A. The District is committed to providing a healthy and safe work environment free of the harmful effects of substance abuse in order to provide optimal and efficient service to its customers and the public. Consistent with this commitment, the District, among other things, prohibits District employees from possessing, using, providing, marketing, manufacturing, selling, offering and distributing drugs and alcohol and other intoxicants on District premises or while on duty, on-call, or on stand-by. Furthermore the District prohibits employees from possessing paraphernalia, equipment or substances on District premises which could be used for the manufacture, storage, distribution or use of drugs or alcohol unless otherwise permitted to do so. This Policy is intended to establish the framework for District compliance with applicable state and federal regulations relative to substance abuse prevention and drug and alcohol testing in the workplace, including, but not limited to, the California Drug-Free Workplace Act of 1990.

B. Substance abuse has been found to be a contributing factor to absenteeism, substandard performance, increased potential for accidents, poor morale, and impaired public relations. Accordingly, the purpose of this Policy is to prevent drug and alcohol abuse in the workplace by clearly identifying employee responsibilities relative to drug and alcohol abuse and by providing managers and supervisors with guidelines and procedures for the detection of such abuse and the enforcement of related rules. Employees must take all reasonable steps to comply and cooperate with the District's efforts to enforce the provisions of this Policy.

C. It is the responsibility of all District employees to cooperate in efforts to protect the life, personal safety, and property of co-workers, District customers, and members of the public. Any employee who knows of a violation of this policy or has reasonable suspicion that the policy has been violated shall report it to the Human Resources Department or to the General Manager. Customers and members of the public who have similar information or suspicion may also assist the District by reporting to the Human Resources Department or to the General Manager.

D. Additionally, the District reserves the right to use drug and alcohol testing and detection technologies to identify individuals who may have these substances or their metabolites in their bodies while working or applying for employment. The District also reserves the right to test employees it has reason to believe may be impaired or have otherwise violated this policy, or any at other time when required by law.

E. In the spirit of creating a drug and alcohol-free work environment, nothing in the policy shall be construed to restrict the District's ability to use common sense, prudence, technology, or external resources to protect the safety of its employees, its customers, or the public.

F. The District encourages employees who believe that they may have a drug or

## POLICY NO. 27 – SUBSTANCE ABUSE POLICY

alcohol problem to voluntarily seek counseling, assistance, and/or rehabilitation, and will be supportive of those employees who voluntarily seek help before the District discovers that the employee has a drug or alcohol problem. However, the District will be equally firm in identifying and disciplining those employees who are substance abusers and do not seek help.

### II. APPLICABILITY

**A.** This policy applies to all applicants and employees of the District. Certain District employees are also subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952, as amended), which requires alcohol and drug testing of safety-sensitive transportation employees who are required to have a commercial driver's license (49 CFR Parts 40, 382, 391, 392, and 395, as amended). In order to comply with the Department of Transportation regulations, the District has developed specific guidelines regarding when and how drug-alcohol testing will occur, as well as provisions on rehabilitative services available to all covered City employees. The specific guidelines for City employees who are required to have a commercial driver's license are set forth in Policy 27.1.

**B.** District employees who are "Covered Employees" as defined in Policy 27.1 are covered by this Policy except to the extent that it conflicts with Policy 27.1 or with the Omnibus Transportation Employee Testing Act of 1991, as amended, the Federal Highway Administration Regulations, as amended, Federal Motor Carrier Safety Administration, as amended, or any other applicable Department of Transportation Agency regulations governing drug testing of Covered Employees. In the event of such conflict, the applicable provisions of Policy 27.1 and/or regulatory and/or statutory provisions will control.

### III. DEFINITIONS

The following definitions will be applicable to this policy:

- A. Alcohol or Alcoholic Beverage:** Any beverage that has alcoholic content in excess of .5% by volume.
- B. Applicant:** Any person applying for employment with the District who has been extended a conditional offer of employment. Current employees who have applied for a new position at the District are applicants for purposes of provisions of this Policy regarding pre-placement testing.
- C. Controlled Substance:** Any drug that is classified by the federal Drug Enforcement Administration into the five schedules or classes on the basis of their potential for abuse, accepted use, and accepted safety under medical supervision. Examples of controlled substances include, but are not limited to, marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP).

- D. Drug:** Any substance (other than alcohol) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment of the individual in whose body it is present. The term “drug” refers to both Legal Drugs and Illegal Drugs, as defined herein.
- E. Drug Paraphernalia:** Any device or instrument used for injecting, smoking, consuming, or otherwise administering a controlled substance or legal and/or illegal drug, which includes, but is not limited to the items set forth in California *Health and Safety Code* section 11364.
- F. Illegal Drug:** A controlled substance, a legal drug which has not been legally obtained, or a legal drug which was legally obtained, but that is being sold or distributed unlawfully.
- G. Impaired:** Diminished capacity, ability, mental acuity, or performance.
- H. Intoxicant:** Any substance (including alcohol or alcoholic beverages) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment of the individual in whose body it is present.
- I. Legal Drug:** Any drug, including any prescription drug or over the counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
- J. Prescription Drug:** Any substance lawfully prescribed by a licensed or regulated professional for consumption or use.
- K. Reasonable Suspicion:** A belief based upon objective facts, evidence or other indicators that would lead a reasonable person to suspect that an employee is under the influence of drugs or alcohol and that employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform his/her job safely is reduced.
1. Grounds for Reasonable Suspicion include, but are not limited to factors such as:
    - a. Slurred speech;
    - b. Alcohol odor on breath;
    - c. Unsteady walking and movement;
    - d. Physical impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);
    - e. An accident involving District property under circumstances that provide reasonable basis to believe that accident was likely to have been caused by impairment from drugs or alcohol;
    - f. Physical altercation;
    - g. Verbal altercation;
    - h. Unusual behavior;
    - i. Job impairment;

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- j. Possession of alcohol or drugs; or
- k. Information obtained from a reliable source with personal knowledge.

2. Any of the above factors, alone or in combination, may constitute Reasonable Suspicion. Managers and supervisors who have reasonable suspicion to believe that an employee is in violation of this Policy shall document the basis for this reasonable suspicion using the Observed Behavior - Reasonable Suspicion Record (included as Attachment B) and report promptly to the Human Resources Department.

**L. Under the Influence of Drugs or Alcohol.** The use or misuse of any of the following in a manner and to a degree that impairs the employee's work performance or ability to use District property or equipment safely:

- 1. Any alcoholic beverage;
- 2. Any illegal drug or substance, or
- 3. Any legal drug.

**IV. POLICY**

**A. No Right of Privacy.** The District respects the individual privacy of its employees. However, employee privacy does not extend to the employee's use of District-provided equipment, supplies, or property. Employees should be aware that the terms of this Policy limit their privacy in the workplace and that employees have no reasonable expectation of privacy with respect to District property, which may be searched at any time.

**B. Employee Responsibilities**

1. District employees must sign and submit to Human Resources the Acknowledgement of Receipt of this Policy (attached to this Policy), noting specifically that the employee has read, understood, and agreed to abide by the provisions of this Policy as a condition of continued employment.

2. District employees shall not consume or possess alcoholic beverages or be under the influence of alcoholic beverages on District premises, property, or in District vehicles or at any time while on duty, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.

3. District employees shall not possess, use, or be under the influence of drugs or other intoxicants while on District premises, on District property, or in District vehicles, or at any time while on duty, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.

4. District employees shall not use prescription drugs or any other legal drugs in a manner that impairs their ability to perform their job properly and safely. Furthermore, prescription and other legal drugs shall be used only in the manner, combination, and quantity prescribed or otherwise indicated by the manufacturer.

**POLICY NO. 27 – SUBSTANCE ABUSE POLICY**

No prescription drug shall be brought upon District premises by any person other than the person for whom the drug is prescribed.

a. **Recreational and Medical Marijuana:** The District recognizes that the State of California has legalized the use of marijuana for recreational and certain medical uses. However, in accordance with state and federal law, the District treats recreational and medical marijuana the same as any other drug that is subject to regulation under this Policy. Moreover, although the use of marijuana is legally permissible in the State of California, it remains a prohibited and controlled substance under federal law. The District reserves the right to take any action under this policy when marijuana is involved, whether it is used for medical or non-medical purposes.

b. The District reserves the right to prohibit on-the-job use of any prescription or other legal drug for safety reasons. An employee who is unsure if a drug might impair his or her ability to perform their job properly and safely, must advise his or her supervisor of the potential concern before the start of work. In doing so, employees are not required to disclose the name of a medication or the medical reason for taking the drug, but may instead focus on the potential for impairment in relation to assigned job duties.

5. Whether done directly by a District employee or through use of a third party, providing, storing, marketing, manufacturing, selling, offering to sell, trading, and distributing alcohol, drugs, or other intoxicants is strictly prohibited on District premises, on District property, or in District vehicles, and during any on-duty time, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.

6. Whether done directly by a District employee or through use of a third party, providing, storing, marketing, manufacturing, selling, offering to sell, trading, and distributing of drug paraphernalia, equipment, or substances that can be used for the manufacture, storage, distribution, or use of drugs or alcohol is strictly prohibited on District premises, on District property, or in District vehicles, and during any on-duty time, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.

a. The possession and use of such items by District employees is also prohibited unless expressly permitted by a supervisor or manager for legitimate business reasons.

7. Employees must submit to alcohol and drug testing, and comply with any required follow-up procedures, when directed to do so in accordance with this Policy.

8. Employees must notify Human Resources in writing within five (5) days of any conviction based on violation of any state or federal drug statute relating to conduct in the workplace or while on District business. Employees must provide

**POLICY NO. 27 – SUBSTANCE ABUSE POLICY**

this notice to Human Resources whether or not the conviction has been or will be appealed.

9. Failing to comply with any aspect of the District's drug or alcohol testing procedures as set forth in this Policy, or otherwise in violation of District policy, is grounds for discipline, up to and including termination.

**C. District Responsibilities**

1. Supervisors and managers shall notify Human Resources when they have reasonable suspicion to believe that an employee may have violated the provisions of this Policy and shall document in writing the facts constituting the basis for reasonable suspicion. Where feasible, supervisors and managers shall use the District's Observed Behavior – Reasonable Suspicion Record (included as Attachment B to this Policy).

a. Where feasible, the employee's behavior should also be separately observed and documented by another manager or supervisor.

b. Additionally, where criminal activity is suspected, the appropriate law enforcement agencies or authorities and the Safety and Security Office shall be notified.

2. The Director of Human Resources, the General Manager, or either's designee may then direct an employee to submit to a drug and/or alcohol test in accordance with the guidelines set forth in this Policy. The employee will be detained for a reasonable time until he or she can be safely transported for testing, or to the employee's home at the employee's own cost.

3. Whenever an employee refuses an order to submit to a drug or alcohol test upon appropriate direction, the employee shall be reminded of the requirements of this Policy and the disciplinary consequences for his/her refusal. Such refusal may be considered insubordination and is grounds for disciplinary action up to and including termination.

4. The Director of Human Resources may also initiate an investigation at any time when he or she has reason to believe that any violation of this Policy has occurred. That investigation may include resources or individuals external to the organization. Regardless, all employees are required to cooperate with any District initiated investigation. The failure to do so may result in disciplinary action up to and including termination.

a. Upon completion of the investigation, the Director of Human Resources and other decision-makers as designated by the District will determine what action, if any, is to be taken, and will be administered in accordance with applicable District policy.

**POLICY NO. 27 – SUBSTANCE ABUSE POLICY**

5. Neither the employee nor the personal property of any employee covered by this policy shall be physically searched without that employee's consent, for which the Director of Human Resources or his or her designee shall be present.

6. The District will pay the full cost of the first test that it has requested of an applicant or employee, including the reasonable cost of any transportation to and from the designated testing facility.

**D. Alcohol and Drug Testing Procedures**

1. The District will use drug and alcohol testing and detection technologies to identify individuals who have drugs, alcohol, intoxicants or metabolites in their bodies in violation of this Policy. Testing will be administered by the medical facility designated by the District, according to its testing protocol.

**2. Pre-Placement Testing**

a. Applicants for positions that present a "special need" shall submit to drug and alcohol testing following receipt of a conditional offer of employment. The District shall designate whether the position presents a "special need" in the job description and the job announcement.

b. For purposes of pre-employment drug/alcohol testing, "special need" shall be defined to include the following categories of positions:

- (1) **Safety-Sensitive:** Safety-sensitive positions include those positions with duties that are fraught with such risks to others that even a momentary lapse of attention can have disastrous consequences.
- (2) **Responsibility for Children:** Positions that involve responsibility for children are those in which employees are directly responsible for protecting children or have continuous interaction or supervisory duties that put them in a position of influence over children.
- (3) **History of Drug/Alcohol Use:** Positions that have a history of drug or alcohol use include those where the District has established the existence of documented problems with drug or alcohol use by employees in a particular position or particular department.
- (4) **Otherwise Required or Permitted by Applicable Law:** Positions such as "Covered Employees" under Policy 27.1 (Commercial Drivers) for which applicable state or federal law requires pre-placement testing, or for which the District



reasonably determines a special need for testing exists in accordance with applicable state or federal law.

c. Results: A positive result for a drug or alcohol analysis may result in the applicant not being hired. If a drug screen is positive at the pre-employment physical, the applicant may be requested to provide, within 24 hours of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name, or if the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

3. Alcohol/Drug Testing for Current Employees

a. Current employees may be directed to submit to drug and/or alcohol tests in the following circumstances:

(1) Following a determination that reasonable suspicion exists in accordance with this Policy.

(2) When the employee is subjected to Return to Duty and/or Follow-Up Testing following the employee's return from rehabilitation and/or treatment.

b. Prior to the administration of any drug and/or alcohol testing, the District's testing provider shall attempt to obtain from the employee a completed and signed consent form. This form will document the employee's consent in writing to examination and testing and will authorize the release of such information to the District. Refusal by the employee to sign a consent form is considered insubordination and may be independent grounds for disciplinary action, up to and including termination.

c. Interference With a Required Test or Refusal to Cooperate: An employee will be subject to the same consequences as a positive test if he or she:

(1) Refuses the screening or test, by engaging in behavior such as refusal to provide a urine specimen, body fluid specimen, hair, or breath sample without a valid medical explanation; a verbal declaration of refusal; or physical absence;

(2) Adulterates, dilutes, contaminates, or tampers with the specimen, or attempts to do so;

(3) Substitutes the specimen with that of another person, or sends an imposter to provide a specimen, or attempts to do either act;

- (4) Refuses to sign the required forms or documentation;
- (5) Otherwise refuses to cooperate in the testing process in such a way that prevents conducting or completion of the test.

d. Results: If the drug screen is positive, the employee may be requested to provide, within 24 hours of the test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.

#### **E. Voluntary Assistance or Rehabilitation**

1. In General: The District encourages those employees who think that they may have a problem with drugs and/or alcohol to seek voluntary assistance and rehabilitation at an early date. Accordingly, an eligible employee who decides to seek treatment or rehabilitation will not be subject to discipline solely because of seeking such treatment. However, the District also reserves the right to discipline employees, up to and including termination, who are found to have engaged in activity prohibited by this Policy, in accordance with Section 4.F, below.

2. Employee Assistance: The Employee Assistance Program (EAP) is available to assist employees in these efforts to overcome problems with drugs and/or alcohol. Information pertaining to such programs may be obtained by direct contact with the EAP agency or by contacting Human Resources.

3. Leave of Absence for Voluntary Receipt of Assistance and Rehabilitation:

- a. The District may grant a leave of absence without pay in order to receive voluntary assistance and rehabilitation. Such a leave of absence shall be unpaid and subject to the requirements of applicable District policies regarding unpaid leaves of absences and available concurrent use of accrued paid leaves. The District reserves the right to deny such leave in accordance with applicable state or federal law if granting the leave would impose an undue hardship on the District.

#### **F. Consequences for Violation of Policy**

1. Discipline. Employees who receive a confirmed positive drug and/or alcohol result, or otherwise engage in conduct in violation of this Policy will be subject to discipline, up to and including termination of employment.
2. Discretionary Referral by District Following First Positive Test
  - a. In addition to being subject to discipline, an employee who tests positive for drugs and/or alcohol for the first time may also be referred to a Substance Abuse Professional (SAP) selected by the

District. The SAP will evaluate the individual and determine whether any rehabilitation or assistance is recommended.

b. Employees who fail a second test will be subject to discipline, up to and including termination, and will not be eligible for rehabilitation and assistance under this Policy.

c. When recommended by the SAP, and authorized by the District, participation and completion of the rehabilitation or assistance program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination of rehabilitation and may subject the employee to additional discipline, up to and including termination.

(1) The employee may be granted a leave of absence without pay in order to participate in treatment and rehabilitation that has been authorized by the District. Such a leave of absence shall be unpaid and subject to the requirements of applicable District policies regarding leaves of absence and permissible concurrent use of accrued paid leaves.

**G. Return to Duty**

Following successful rehabilitation or receipt of assistance under either Section IV.E. or F. of this Policy and before returning to duty, an employee must agree to and sign a Return-to-Duty Agreement and pass a return-to-duty drug and alcohol test as a condition of continued employment with the District. By signing the Return-to-Duty Agreement, the employee promises to complete any specified treatment or rehabilitation program(s) and to comply with any follow-up testing and any other requirements stated therein. If the employee violates the Return-to-Duty Agreement, he/she will be subject to additional disciplinary action up to and including termination.

**H. Confidentiality**

1. Laboratory reports and/or test results shall not be included in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of Human Resources. The reports or test results may be disclosed to supervisors on a strictly need-to-know basis and to the tested employee upon request.
2. Disclosures, without employee consent, may also occur when:
  - a. The information is compelled by law or by judicial or administrative process;
  - b. The information has been placed at issue in a formal dispute between the District and the employee;

**POLICY NO. 27 – SUBSTANCE ABUSE POLICY**

- c. The information is to be used in administering an employee benefit plan; or
- d. The information is needed by medical personnel for the diagnosis or treatment of the employee, when he/she is unable to authorize the disclosure.

**I. Constitutionality**

This Policy is intended to comply with applicable state and federal laws, including applicable state and federal constitutional guarantees. Should any provision of this Policy not conform to statutory, constitutional, or court restrictions, such non-conforming provision(s) shall no longer be enforced, but the remaining provisions shall remain in effect.

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**

**ATTACHMENT A  
IRVINE RANCH WATER DISTRICT  
SUBSTANCE ABUSE POLICY**

**ACKNOWLEDGEMENT FORM**

By signing this acknowledgement I understand that I am subject to the requirements and procedures described in this Substance Abuse Policy, which implements and is intended to comply with applicable state and federal laws regarding substance abuse prevention and drug and alcohol testing in the workplace.

I further hereby certify that the District has provided me with a copy of this Policy.

I understand that the District will maintain a copy of this signed acknowledgment and I will be provided with a copy.

**I HAVE READ AND UNDERSTAND THE ABOVE ACKNOWLEDGEMENT AND THE DISTRICT'S SUBSTANCE ABUSE POLICY.**

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**Employee's Name (PLEASE PRINT)**

---

**Employee's Signature**

**Date**

**Irvine Ranch Water District**  
**PERSONNEL POLICIES AND PROCEDURES**  
**POLICY 27.1 SUBSTANCE ABUSE POLICY – COMMERCIAL DRIVERS**

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## **I. PURPOSE**

A. The purpose of this document is to establish Irvine Ranch Water District's ("District") Substance Abuse Policy ("Policy") applicable to commercial drivers and other covered District employees and job applicants performing safety-sensitive positions. This Policy outlines the District's expectations relative to the use and abuse of drugs and alcohol as well as other intoxicating substances.

B. This Policy is intended to establish the framework for District compliance with applicable state and federal regulations relative to substance abuse prevention, requirements for drug and alcohol testing, and consequences for employees found in violation of this Policy. This Policy is intended to adopt and comply with the U.S. Department of Transportation's ("DOT") Omnibus Transportation Employee Testing Act ("DOT Regulations"). The DOT Regulations are found in Title 49, Code of Federal Regulations ("C.F.R.") Parts 382, *et. al.*, which mandate drug and alcohol testing for all safety-sensitive positions, and in Title 49 C.F.R. Part 40, as amended, which sets forth the requirements for the collection and testing of urine and breath specimens and samples.

C. Employees covered by this Policy are also covered by the District's Substance Abuse Policy No. 27. In the event of conflicting provisions, this Policy will control.

## **II. APPLICABILITY**

A. This Policy applies to all District employees and job applicants who hold a Commercial Driver's License ("CDL") and operate a Commercial Motor Vehicle ("CMV") (collectively referred to as "Covered Employees") when on District property or in relation to any District-related business.

B. Managers and supervisors of Covered Employees are also subject to the provisions of this Policy and shall be responsible for administering this Policy according to its procedures.

## **III. DEFINITIONS**

A. "Alcohol" means any beverage or food that has an alcoholic content in excess of 0.5% by volume. The definition of alcohol includes beverage alcohol, ethyl alcohol or other low molecular weight alcohols such as methyl or isopropyl alcohol.

B. "Alcohol concentration or content" refers to the level of alcohol concentration present in person's blood or breath. The alcohol concentration level in a person's blood is expressed in terms of grams of alcohol per 100 milliliters of blood. The alcohol concentration level in a person's breath is expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath testing ("EBT") device or test.

C. "Alcohol Testing" includes tests for alcohol concentration conducted by either National Highway Traffic Safety Administration ("NHTSA") approved saliva tests or evidential breath testing ("EBT") device tests operated by a trained breath alcohol technician ("BAT"). When an

1. The District has designated ProCare Injury Center as its Designated Service Agent or Provider, in accordance with applicable DOT regulations.

(a) Address: 17232 Red Hill Ave., Irvine, CA 92614  
Phone: (949) 752-1111 Fax: (949) 752-1133  
[www.procareworkinjurycenter.com](http://www.procareworkinjurycenter.com)

(b) The District will provide written notice of any changes to the above contact information to Covered Employees.

2. The District reserves the right to change the Designated Service Agent or Provider at any time, in accordance with applicable DOT regulations. The District will provide written notice of any change to the Designated Service Agent or Provider and associated contact information to Covered Employees.

J. "Drug Testing" means using a "split specimen" procedure to collect and analyze urine specimens or samples to test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP). Urine specimens will be taken and divided into primary and secondary specimens. If the primary specimen tests positive, the Covered Employee shall be notified of her/his right to request a secondary specimen test.

K. "Legal Drug" means any drug, including any prescription drug or over the counter drug, that has been obtained legally and that is not unlawfully sold or obtained.

L. "Negative Test" means that the District's designated service agent or provider has confirmed and ascertained that the results of a drug or alcohol test indicates that there are insufficient amounts of controlled substances and/or alcohol present in a specimen or sample sufficient to generate a positive result pursuant to DOT Regulations.

M. "On Duty" means any time or period a Covered Employee is actually performing, ready to perform, or immediately available to perform any Safety-Sensitive Function.

N. "Positive Test" means that the District's designated service agent or provider has confirmed and ascertained that the results of a drug or alcohol test indicates that there are sufficient amounts of controlled substances and/or alcohol present in a specimen or sample sufficient to generate a positive result pursuant to DOT Regulations.

O. "Prescription Drug" means any substance lawfully prescribed by a licensed or regulated professional for consumption or use in the course of medical treatment. Prescriptions must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization.



"Compliance with Testing." Any Covered Employee who refuses a drug or alcohol test will be deemed to have failed the test and will be treated as receiving a positive test result.

S. "Safety-Sensitive Function(s)" include, but are not limited to, the following when performed On Duty:

1. All time spent at the driving controls of a Commercial Motor Vehicle (as defined by this Policy) in operation.
2. All time loading or unloading a vehicle; supervising or assisting in the loading or unloading; attending a vehicle being loaded or unloaded; remaining in readiness to operate the vehicle; or in giving or receiving receipts for shipments loaded or unloaded.
3. All time spent performing the requirements for Covered Employees who are involved in an accident, described in Section VIII, "Post-Accident/Injury Testing" of this Policy.
4. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
5. All time inspecting, servicing, or conditioning any Commercial Motor Vehicle (as defined by this Policy) at any time.
6. Any and all other functions, duties, or responsibilities determined by a court of law to be Safety-Sensitive.

T. "Substance Abuse Professional" means a certified or licensed professional who evaluates Covered Employees who have violated this Policy and DOT Regulations by receiving a positive test result and makes recommendations, treatment plans, and schedules and directs return-to-duty and follow-up testing and rehabilitation.

U. "Test Standards" means standards for all drug and alcohol testing conducted under this Policy, including, but not limited to, the collection and testing of urine and breath specimens and samples, as required pursuant to DOT Regulations and procedures.

V. "Under the Influence of Drugs or Alcohol" means the use of:

1. Any alcoholic beverage;
2. Any illegal drug or substance, or
3. The use or misuse of any prescribed drug, in a manner and to a degree that impairs, alters an employee's mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment regardless of the user's alcohol or drug concentration amounts.

AMP/MAMP <sup>4</sup>	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine <sup>5</sup>	250 ng/mL
MDMA <sup>6</sup>			
	500 ng/mL	MDMA	250 ng/mL
		MDA <sup>7</sup>	250 ng/mL
		MDEA <sup>8</sup>	250 ng/mL

<sup>1</sup>Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>2</sup>Morphine is the target analyte for codeine/morphine testing.

<sup>3</sup>Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

<sup>4</sup>Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

<sup>5</sup>To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

<sup>6</sup>Methylenedioxymethamphetamine (MDMA).

<sup>7</sup>Methylenedioxyamphetamine (MDA).

<sup>8</sup>Methylenedioxyethylamphetamine (MDEA).

## 2. Legal Drugs

(a) Pursuant to this Policy and DOT Regulations, the appropriate use of legally prescribed drugs or medications and over the counter drugs or medications is not prohibited. Appropriate use of a legally prescribed drug means that the Covered Employee has a prescription from a licensed or regulated professional for consumption or use in the course of medical treatment. The misuse of a legal drug while performing District business is strictly prohibited.

(b) District employees shall not use prescription drugs or any other substance in a manner which impairs their ability to perform their job properly and safely. Furthermore, prescription drugs shall be used only in the manner, combination and quantity prescribed. No prescription drug shall be brought upon District premises by any person other than the person for whom the drug is prescribed.

## **2. Controlled Substances and Illegal Drugs**

(a) Pursuant to this Policy and DOT Regulations, all Covered Employees are subject to controlled substances testing and must remain readily available to submit to testing if directed by the District.

(b) No Covered Employee shall report for duty or remain On Duty requiring the performance of a Safety-Sensitive Function after the use of any drugs or controlled substances in concentrations greater than those described in this Policy. This prohibition does not apply to the use of legal or prescription drugs pursuant to the instructions of a licensed professional who informs the Covered Employee that the drugs will not adversely affect their ability to safely and properly perform any Safety-Sensitive Functions. The District reserves the right to make the final determination as to whether the Covered Employee can safely perform Safety-Sensitive Functions while using a legal or prescription drug.

(c) Any manager or supervisor with actual knowledge that a Covered Employee has used a controlled substance shall prohibit the Covered Employee from performing or continuing to perform any Safety-Sensitive Functions. Any manager or supervisor with Reasonable Suspicion to believe that a Covered Employee has used a controlled substance or is under the influence of a controlled substance must follow the requirements of Section VI, "Reasonable Suspicion Testing" of this Policy.

(d) No Covered Employee shall perform any Safety-Sensitive Functions after testing positive for a controlled substance, until such time that the Covered Employee is authorized to return to full duty as set forth in Section IX, "Return to Duty/Follow Up Testing" of this Policy. This includes all Covered Employees who have refused to submit to any of the testing procedures in this Policy.

(e) Any District employee who violates any of these provisions will be subject to disciplinary action, up to and including termination.

## **3. Alcohol**

(a) Pursuant to this Policy and DOT Regulations, all Covered Employees are subject to alcohol testing and must remain readily available to submit to testing if directed by the District.

(b) No Covered Employee shall report to duty or remain on duty requiring the performance of a Safety-Sensitive Function while using alcohol, within four (4) hours of using alcohol, or while having a breath

3. All Covered Employees who transfer into a Safety-Sensitive position or a position that performs Safety-Sensitive Functions must submit their drug and alcohol testing history to the District or the District's designated service agent or provider.
4. All pre-placement drug and alcohol testing will be conducted by the District's designated service agent or provider which is currently:
5. All pre-placement drug and alcohol testing will be conducted at the District's expense in conjunction with the pre-placement physical examination.
6. All offers of employment with the District for Covered Employees are made contingent upon completing and successfully passing a drug and alcohol screening test.
7. All applicants for positions covered by this Policy, as set forth in Section II.A., who test positive for prohibited drugs or alcohol will have their offer of employment rescinded, and will not be employed by the District. All other Covered Employees will be subject to provisions of this Policy for positive test results.

## **VI. REASONABLE SUSPICION TESTING**

Pursuant to this Policy and DOT Regulations, all Covered Employees must submit to drug and alcohol testing when the District has Reasonable Suspicion to believe that an employee is under the influence of drugs or alcohol. Any Covered Employee who refuses a drug or alcohol test will be deemed to have failed the test and will be treated as receiving a positive test result.

### **A. DETERMINATION**

1. The District's decision to conduct Reasonable Suspicion testing for drugs or alcohol must be based on a manager's or supervisor's determination that Reasonable Suspicion exists that a Covered Employee is in violation of this Policy, as defined in Section III of this Policy. Such a determination can be made under this Policy at one of the following times only:
  - a) While the Covered Employee is performing a Safety-Sensitive Function;
  - b) Just before the Covered Employee is set to perform a Safety-Sensitive Function; or
  - c) Just after the Covered Employee has stopped performing a Safety-Sensitive Function.
2. District managers, supervisors, and other Covered Employees who have reasonable suspicion to believe that a Covered Employee is in violation of this Policy must immediately inform the Human Resources Department of that suspicion.

3. Managers and supervisors shall not physically search a suspected employee or their property based on Reasonable Suspicion of drug or alcohol use. However, District employees have no reasonable expectation of privacy with respect to District property.
4. After completion of the Reasonable Suspicion Report, managers and supervisors must notify the Human Resources Department and submit their reports.
5. The Director of Human Resources, Safety and Security Manager, or General Manager shall be the only District employees who may order drug or alcohol testing for Reasonable Suspicion.
6. Affected employees will be directed by their manager or supervisor to report for testing.
7. All Reasonable Suspicion drug and alcohol testing will be conducted by the District's Designated Service Agent, as set forth in Section III.I. of this Policy.
8. Each selected employee must report immediately to the District's designated service agent or provider within two (2) hours after being notified of their selection.
9. Each selected employee who fails or declines to report or appear at the designated testing location during the designated time will be deemed to have refused to test and will be considered to have received a positive test result.
10. After completion of testing, the Covered Employee will report back to duty/work unless a refusal to test occurred or a positive result is received.
11. Employees who receive a positive test result will be subject to the Return-to-duty and follow-up testing requirements and procedures in Section IX, "Return to Duty/Follow Up Testing" of this Policy, and are subject to disciplinary action, up to and including termination.

**D. SUPERVISOR TRAINING REQUIREMENTS**

1. Pursuant to this Policy and DOT Regulations, all District managers and supervisors of Covered Employees will receive at least one (1) hour of training on indicators of probable drug use and at least one (1) hour of training on indicators of probable alcohol use. This training will cover the physical, behavioral, speech, and performance indicators of drug and alcohol abuse. Any manager or supervisor who makes the determination that reasonable suspicion exists to test a Covered Employee for drugs or alcohol is prohibited from administering the drug or alcohol test, even if qualified to do so.

provision, "immediately" means that after notification of their selection, all of the selected employee's subsequent actions must lead to an immediate specimen collection. If a selected employee is performing a Safety-Sensitive function at the time of notification, he or she must cease performing the Safety-Sensitive Function and proceed to the designated testing site as soon as possible.

8. Each selected employee who fails or declines to report or appear at the designated testing location during the designated time will be deemed to have refused to test and will be considered to have received a positive test result.

9. Selected employees shall only be tested for alcohol at the following times:

- a) While the Covered Employee is performing a Safety-Sensitive Function;
- b) Just before the Covered Employee is set to perform a Safety-Sensitive Function; or
- c) Just after the Covered Employee has stopped performing a Safety-Sensitive Function.

10. Selected employees may be tested for controlled substances at any time during District hours.

11. Covered Employees are not required to submit to random testing while off work. If a Covered Employee is selected but is not present at work, the District will document the employee's absence during the selection period.

12. After completion of testing, the Covered Employee will report back to duty/work unless a refusal to test occurred or a positive result is received.

13. Employees who receive a positive test result will be subject to the Return-to-duty and follow-up testing requirements and procedures in Section IX, "Return to Duty/Follow Up Testing" of this Policy, and will be subject to disciplinary action, up to and including termination.

## **VIII. POST-ACCIDENT/INJURY TESTING**

Pursuant to this Policy and DOT Regulations, all Covered Employees must submit to drug and alcohol testing after certain accidents or injuries occur. Any Covered Employee who refuses a drug or alcohol test will be deemed to have failed the test and will be treated as receiving a positive test result.

- a) Attend to any medical or emergency needs of any individuals involved in the accident or incident by requesting proper assistance from medical, police, or fire services.
- b) Verbally instruct the Covered Employee involved in the accident or incident to refrain from using alcohol for eight (8) hours or until alcohol testing is completed, and to refrain from using drugs for thirty two (32) hours or until drug testing is completed.
- c) Verbally instruct the Covered Employee involved in the accident or incident to remain at the scene until the manager or supervisor has determined whether the accident or incident requires post-accident drug and alcohol testing.
- d) Evaluate the accident or incident and complete the Post-Accident Report by making a determination of whether the Covered Employee must submit to post-accident alcohol and drug testing pursuant to this Policy and DOT Regulations.

8. Any manager or supervisor that determines that post-accident testing is required must do the following:

- a) Verbally inform the Covered Employee involved in the accident or incident that the drug and alcohol testing is required by the Omnibus Transportation Employee Testing Act ("OTETA") of 1991 and applicable DOT Regulations. The manager or supervisor must also explain to the Covered Employee that any refusal to submit to testing will be considered a positive test.
- b) Any refusal to submit to post-accident testing may result in disciplinary action, up to and including termination.
- c) Any Covered Employee who refuses to submit to post-accident testing must be provided with the opportunity to be safely transported home from the scene of the accident or incident.
- d) If the Covered Employee agrees to submit to post-accident testing, the manager or supervisor shall transport the employee to and from the District's designated service agent or provider responsible for administering post-accident drug and alcohol testing.
- e) If the Covered Employee is injured during the accident or incident and requires off-site treatment, the manager or supervisor shall accompany the Covered Employee to the hospital or treatment facility. In accordance with DOT regulations, the manager or supervisor shall ensure that the necessary specimens

2. Subject to discipline, up to and including termination of employment.

### **C. REHABILITATION**

1. Rehabilitation and assistance is also available, in the District's discretion, based on the totality of the circumstances, for Covered Employees who have tested positive for the first time.
  - (a) The Covered Employee will be informed of available drug and alcohol educational and rehabilitation programs and referred to a Substance Abuse Professional ("SAP") for evaluation, and directed to return-to-duty and follow-up testing under Section IX.D., "Return-to-Duty Testing and Follow Up Testing" of this Policy.
  - (b) The SAP will evaluate the Covered Employee and determine the need, if any, for rehabilitation or assistance. When recommended by the SAP, participation and completion of the rehabilitation or assistance program is mandatory. Failure of a Covered Employee to attend or complete a prescribed program may result in termination.
  - (c) The District may require that rehabilitation and assistance costs (including subsequent testing costs) be paid by the Covered Employee.
2. Employees who are terminated from employment will not be referred to an SAP and will not be eligible to return to duty.

### **D. RETURN-TO-DUTY TESTING AND FOLLOW-UP TESTING**

1. Pursuant to this Policy and DOT Regulations, before returning to duty, all Covered Employees must:
  - (a) Successfully complete rehabilitation or other assistance, as determined by the SAP;
  - (b) Sign a Return-to-Duty Agreement in which the employee agrees to submit to return-to-duty testing and unannounced follow-up testing.
    - (1) The duration and frequency of follow-up testing will be determined by the Covered Employee's assigned SAP. The SAP will direct the Covered Employee to submit to follow-up testing a minimum of six (6) times within the first twelve (12) months after returning to duty for Safety-Sensitive positions or functions. However, the SAP can direct the Covered Employee to submit to additional tests for up to five (5) years after the initial return to duty.



5. The Covered Employee fails or declines to take a second test as directed or required by the District or the District's designated service agent or provider;

6. The Covered Employee fails or declines to undergo a medical examination or evaluation, as directed or required by the District or the District's designated service agent or provider; or

7. The Covered Employee fails to cooperate with any part of the testing process, including, but not limited to the following:

- (a) Refusing to empty pockets when directed;
- (b) Behaving in a confrontational manner that disrupts the collection process;
- (c) Refusing to remove hats, coats, gloves, or other clothing when directed;
- (d) Using a prosthetic or other device designed to carry clean urine or a urine substitute; or
- (e) Providing false information in connection with a test, or attempting to falsify test results through tampering, contamination, adulteration, or substitution.

#### **C. REFUSAL TO SUBMIT TO ALCOHOL TESTING**

A Covered Employee has refused to take an alcohol test if:

1. The Covered Employee fails to appear for any test within a reasonable time, as determined by the District, after being notified by the District to report to testing;

2. The Covered Employee fails to remain at the testing site until the testing process is complete. Any Covered Employee who leaves the testing site prior to the commencement of the testing process will be deemed to have refused to test;

3. The Covered Employee fails to provide a sufficient amount of breath when directed and it is later determined through a medical evaluation that there was no adequate medical explanation for the failure to provide a sufficient amount of breath;

4. The Covered Employee fails to provide a sufficient amount of saliva when directed and it is later determined through a medical evaluation that there was no adequate medical explanation for the failure to provide a sufficient amount of saliva;

5. The Covered Employee fails or declines to take a second test as directed or required by the District or the District's designated service agent or provider;

**B. REQUIRED TRAINING FOR COVERED EMPLOYEES**

All Covered Employees will receive 60 minutes of training regarding this Policy. Each Covered Employee will sign an attendance sheet and acknowledgement certifying their completion of this training.

**C. SUPERVISOR TRAINING**

All managers and supervisors of Covered Employees will receive a minimum of 60 minutes of training regarding indicators of alcohol use and 60 minutes of training regarding indicators of drug use, as well as general training regarding this Policy. Each manager and supervisor will sign an attendance sheet and acknowledgement certifying their completion of this training.

**XIV. RECORD KEEPING PROVISIONS**

**A. RECORD RETENTION**

Pursuant to this Policy and DOT Regulations, records of negative and cancelled drug tests results and alcohol test results with alcohol concentration levels of less than 0.02 will be kept for at least one (1) year. Records of positive test results for drug and alcohol tests will be kept for at least five (5) years. Documentation of Covered Employees who refuse to take required drug and alcohol tests and SAP reports will also be kept for at least five (5) years. Information concerning drug and alcohol tests results obtained from previous employers of Covered Employees will be kept for at least three (3) years. Records related to the drug and alcohol collection process, including, but not limited to documents for random selections, reasonable suspicion determinations, post-accident determinations, medical evaluations for insufficient amounts of urine, breath, or saliva, and supervisor and employee education and training records, will be kept for at least two (2) years.

**B. ACCESS TO RECORDS**

Pursuant to DOT regulations, potential employers of former or current District employees applying for Safety-Sensitive positions may submit a written request for information to the District. As required by DOT Regulations, the District will provide information about the employee's participation in drug and alcohol testing and the results of such testing for the preceding two-year period.

**C. CONFIDENTIALITY**

Pursuant to this Policy and DOT Regulations, all records pertaining to drug and alcohol testing will remain confidential. Drug and Alcohol test results and related documentation will not be placed in a Covered Employee's general personnel file, but will be placed in a separate folder. Additionally, any information related to drug and alcohol test results may only be disclosed to managers and supervisors on a strictly need-to-know basis and to the tested employee upon request. The District will seek a Covered Employee's consent prior to disclosure of test results to any other individual, unless one of the following exceptions applies:

**ATTACHMENT A  
IRVINE RANCH WATER DISTRICT  
SUBSTANCE ABUSE POLICY – COMMERCIAL DRIVERS**

**DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES  
ACKNOWLEDGEMENT FORM**

By signing this acknowledgement I understand that I am employed by the District in a position that is covered by the federal drug and alcohol testing regulations and I am subject to the requirements and procedures described in this Policy, which implements and complies with required federal drug and alcohol testing regulations. I also understand that federal law requires the District to ensure that I have been provided with a copy of this Policy and requires me to sign this acknowledgment certifying my receipt of a copy of the District's drug and alcohol testing policy. I hereby certify that the District has provided me with a copy of this Policy. The District will maintain a copy of this signed acknowledgment and I will be provided with a copy.

I HAVE READ THE ABOVE AND UNDERSTAND THE DISTRICT'S SUBSTANCE ABUSE POLICY – COMMERCIAL DRIVERS REGARDING FEDERAL DRUG AND ALCOHOL TESTING REQUIREMENTS.

\_\_\_\_\_  
**Employee's Name (PLEASE PRINT)**

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

I hereby certify that I requested and received a copy of my signed acknowledgement.

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 29 – PREVENTION AND CORRECTION OF HARASSMENT, DISCRIMINATION, RETALIATION, AND ABUSIVE CONDUCT

#### 1. **General Policy**

The District is committed to providing a work environment that is free of discrimination, harassment, and retaliation. In keeping with this commitment, the District maintains a strict policy prohibiting harassment, including sexual harassment and takes reasonable steps to promptly correct discriminatory, harassing, and retaliatory conduct. This policy prohibits harassment in any form, including verbal, physical and visual harassment by or against any employee, intern, volunteer, applicant for employment, or vendor, or guest. This policy applies to all of the District's activities, wages, reviews, leaves, training, benefits, and all other conditions and terms of employment.

As a general guideline, harassment can be avoided if employees act professionally and treat each other with respect.

#### 2. **Purpose of Policy**

Federal and state law expressly prohibit discrimination and harassment of employees or applicants based upon race, color, national origin, religious creed, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical condition, age (40 and over), sexual orientation, sex, gender identity, gender expression, genetic information, military or veteran status, marital status, or any other basis protected by applicable state or federal law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

The purpose of this policy is to establish a means to protect employees, applicants for employment, or guests from harassment. Additionally, this policy enforces the District's long-standing policy that all employees, applicants for employment, and guests should be able to enjoy a work environment that is free from all forms of unlawful discrimination or harassment. Discrimination, harassment, and retaliation constitute misconduct that can decrease work productivity, decrease morale and cause emotional and physical damage. Incidents of discrimination, harassment, or retaliation can result in serious economic implications such as high turnover, ineffective use of time during working hours, costly salaries paid for nonproductive work hours, and employee absences due to hearings and meetings related to discrimination, harassment, and retaliation complaints.

The further purpose of this Policy is to define and forbid discriminatory, harassing, and retaliatory conduct, to prohibit the condoning or perpetuating of such conduct, and to provide an efficient means for reporting and resolving complaints of discrimination, harassment, or retaliation against any individual who reports discrimination, harassment, or retaliation or who participates in an investigation of such reports.

**3. Definition of Terms**

**A. Employee**

Any individual under the direction and control of the District under any appointment or contract of hire or apprenticeship, express or implied, oral or written. For purposes of this Policy, the term “employee” includes any individual who is an unpaid intern or volunteer of the District. The inclusion of any individual, including but not limited to unpaid interns and volunteers, in the definition of “employee” for purposes of this policy should not be interpreted to affect the applicability of any other policy or procedure of the District.

**B. Legally Protected Category/Legally Protected Characteristic**

Race, color, national origin, ancestry, religious creed, sex, sexual orientation, gender identity, gender expression, marital status, religion, age (over 40), physical or mental disability, medical condition, pregnancy, childbirth or related medical condition, physical or mental disability, medical condition, age (40 and over), genetic characteristics or information, military or veteran status, or any other protected basis under state or federal law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

**C. Discrimination**

Discrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly because the employee is a member of a Legally Protected Category.

**D. Harassment**

Harassment is any verbal, visual, or physical conduct based on an employee’s membership in a Legally Protected Category that creates an intimidating, hostile or otherwise offensive working environment. Such conduct constitutes harassment when:

1. Submission to the conduct is made either an explicit or implicit condition of employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision; or
3. The conduct unreasonably interferes with an employee’s work performance by altering the work conditions so that a reasonable person may find it more difficult to do the job, or creates an intimidating, hostile or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, computer images, or cartoons regarding an employee’s Legally Protected Characteristic.

**POLICY NO. 29 – PREVENTION AND CORRECTION OF HARASSMENT, DISCRIMINATION, RELATION, AND ABUSIVE CONDUCT**

Harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, or harassment by third parties doing business with or for the District.

**E. Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature all may constitute sexual harassment when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance by altering the work conditions so that a reasonable person may find it more difficult to do the job, or creating an intimidating, hostile or offensive working environment.

This definition includes potential forms of offensive behavior, such as the following:

1. Unwanted sexual advances.
2. Visual conduct, such as leering, making sexual gestures, displaying of sexually explicit jokes, derogatory images, and comments about an employee's body or dress.
3. Verbal sexual advances or propositions.
4. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.
5. Physical conduct, such as touching, assault, impeding, or blocking movements.
6. Retaliation for reporting harassment or threatening to report harassment.

Sexual harassment includes many forms of offensive behavior and may include harassment of a person of the same or opposite sex as the harasser.

Sexual harassment need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a subordinate, or harassment by third parties doing business with or for the District.

**F. Abusive Conduct**

Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests, even when not due to an employee's Legally Protected Characteristic. It may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

**POLICY NO. 29 – PREVENTION AND CORRECTION OF HARASSMENT, DISCRIMINATION, RELATION, AND ABUSIVE CONDUCT**

Workplace bullying, including off-duty cyber-bullying of employees, is strictly prohibited. While abusive conduct and bullying are not per se unlawful, such conduct does violate District policy and will not be tolerated.

**G. Retaliation**

Taking adverse action against any employee because of (1) the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination, harassment, retaliation, or abusive conduct or (2) because of the employee's participation in an employment discrimination, harassment, or retaliation investigation, proceeding, or hearing. or (3) because of such opposition or participation by a family member or close associate of the employee.

**1. Protected Opposition**

Protected opposition to perceived discrimination, harassment, retaliation, or abusive conduct includes, but is not limited to, threatening to file a discrimination, harassment, or retaliation complaint with any federal or state agency, or court, or complaining or protesting about alleged discrimination, harassment, retaliation, or abusive conduct to a supervisor, manager, co-worker, or other official. Protected opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. The District also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights. Opposition not made in good faith, or made in a manner which disrupts the workplace, or which constitutes an unlawful activity, or which includes badgering or threatening of employees or supervisors is not protected.

**2. Protected Participation**

Protected participation includes, but is not limited to, filing a charge, testifying, assisting, or participating in any manner in an investigation under this Policy, or in a proceeding, hearing or litigation under federal or state discrimination, harassment, or retaliation statutes, at other hearings regarding protected employee rights, such as unemployment compensation proceedings, and making requests for reasonable accommodation of a Legally Protected Characteristic.

**3. Adverse Action**

Adverse actions include, but are not limited to, the following acts: disciplinary actions, negative performance evaluations, undesirable transfer, undesirable assignments, negative comments, unwarranted criticism, actions that harm the employee outside the workplace, undesirable change in benefits, undesirable change in work schedule, unwarranted exclusion from meetings or events, or undesirable change in work duties.

**H. Supervisor**

Any individual having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct other employees, or to adjust their grievances, or to

**POLICY NO. 29 – PREVENTION AND CORRECTION OF HARASSMENT, DISCRIMINATION, RELATION, AND ABUSIVE CONDUCT**

effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Employees who have questions regarding these definitions or are uncertain what constitutes discrimination, harassment, sexual harassment, retaliation, or other prohibited conduct under the District's policy should contact a supervisor or Human Resources.

**4. Making Discrimination, Harassment, Retaliation, or Abusive Conduct Complaints**

**A. In General**

The District's complaint procedure provides for an immediate, thorough, impartial, and objective investigation of every discrimination, harassment, retaliation, and abusive conduct claim, appropriate disciplinary action against one found to have engaged in prohibited discrimination, harassment, retaliation, or abusive conduct, and appropriate remedies to any victim of discrimination, harassment, retaliation, or abusive conduct. The District encourages reporting of all perceived incidents of discrimination, harassment, retaliation, and abusive conduct.

**B. Complaint Procedure**

1. The District cannot resolve discrimination, harassment, retaliation, or abusive conduct unless the District is aware of the situation. The District relies upon its employees to bring those concerns to the attention of the District so that the necessary steps can be taken to correct the situation, and all employees are encouraged to do so. Accordingly, any employee, applicant, or guest who believes he or she has been harassed, discriminated or retaliated against or subjected to abusive conduct should promptly report the facts of the incident/incidents and the name(s) of the individual(s) involved to his/her immediate supervisor, any supervisor, Human Resources or to the General Manager.

2. Complaints can be made verbally or in writing and should include the following information:

- a. The employee's name and position title.
- b. The name of the person or persons committing the discrimination, harassment, or retaliation, including their title(s).
- c. The specific nature of the discrimination, harassment, retaliation, or abusive conduct, how long it has been going on, and any adverse employment action, demotion, failure to promote, dismissal, refusal to hire, transfer, etc., taken against the victim as a result of the harassment, if applicable, or any other threats made against the victim as a result of the harassment.
- d. Witnesses to the discrimination, harassment, retaliation, or abusive conduct, if any.
- e. Whether the victim previously has reported such discrimination, harassment, retaliation, or abusive conduct and, if so, when and to whom.



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- f. Notification to the District is essential. Employees may be assured that they will not be penalized in any way for filing a good faith complaint of potential discrimination, harassment, retaliation, or abusive conduct.

**ALL EMPLOYEES SHOULD NOTE THAT THE FAILURE TO USE THE DISTRICT'S COMPLAINT PROCEDURE MAY HAVE AN ADVERSE EFFECT ON ANY CLAIM UNDER THIS POLICY IF SUCH CLAIMS ARE LITIGATED.**

**C. Reporting Obligations**

1. Any supervisor who receives a complaint of discrimination, harassment, retaliation, or abusive conduct; witnesses discrimination, harassment, retaliation, or abusive conduct; or has any reason to believe that discrimination, harassment, retaliation, or abusive conduct may have occurred in the workplace is required to report the conduct immediately to Human Resources.

2. A supervisor will be subject to discipline for failing to report offensive conduct that potentially constitutes discrimination, harassment, retaliation, or abusive conduct if the supervisor knew or should have known of the offensive conduct in the normal course and scope of his/her supervisory duties.

3. All other employees who observe or are advised about the discrimination, harassment, retaliation, or abusive conduct involving another employee are encouraged to report the conduct to a supervisor or to Human Resources.

**D. The District's Response to Reports or Complaints**

1. Investigation of Complaints

- a. All incidents of discrimination, harassment, retaliation, and abusive conduct that are reported must be investigated appropriately by the District so that corrective and preventive actions can be promptly taken if warranted. The District will promptly undertake or direct an effective, thorough, impartial, and objective investigation of the allegations, which will be conducted by qualified personnel.

- b. The investigation will include obtaining information from the accused and anyone who may have been a witness to the alleged misconduct. Statements made in the course of the investigation will be kept as confidential as practicable.

- c. The District will document each complaint and track each investigation to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected.

2. Intermediary Measures

Employees may be placed on a leave of absence, or subject to other intermediary measures, until the conclusion of the investigation.

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**3. Cooperation with the Investigation**

- a. It is important for the complaining party, the accused party, and all persons interviewed as witnesses during the investigation to understand that it is a violation of this policy to discuss any confidential investigation matters with other employees, or to conduct separate investigations at any time. The District will not tolerate any employees who interfere with its own internal investigations, or internal complaint procedures.
- b. All employees involved in a workplace investigation into alleged discrimination, harassment, retaliation, or abusive conduct are required to fully and truthfully cooperate with the investigation. Failure to fully and truthfully cooperate with the investigation is grounds for disciplinary action, up to and including termination.
- c. All employees are prohibited from engaging in retaliation, as defined in Section 3.G., above.

**4. District Determination and Corrective Action**

- a. The District will make its determination based on the findings of the investigation and communicate that determination to the complaining employee, and to the accused. Parties are not entitled to copies of any notes or other written materials regarding the investigation, as these are considered to be confidential documents.
- b. If it is determined that the accused, or any other employee has violated District policies, appropriate corrective action will be taken. In addition, as part of the District's efforts to remedy the complaining employee's concerns, the complaining employee will be informed in general terms regarding any remedial measures and disciplinary actions imposed against the violator.
- c. The information and definitions set forth in Section 3, above, are based on the legal definitions of discrimination, harassment, and retaliation. In light of the District's duty to prevent the unlawful conduct defined in Section 3, and in light of the District's desire to have a professional and productive work environment, the District reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not fully rise to the legal standards or definitions set forth in Section 3 of this Policy. For example, the District may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive to another employee of the District, or did not involve a legally protected characteristic.

**5 Intentionally False Complaints**

While the District vigorously defends its employees' right to work in an environment free of discrimination, harassment, and retaliation it also recognizes that false accusations of discrimination, harassment, or retaliation can have serious consequences. Accordingly,

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any employee who is found, through the District's investigation, to have deliberately and falsely accused another person of discrimination, harassment, or retaliation will be subject to appropriate disciplinary action, up to and including termination.

**6. Anonymity and Confidentiality**

- a. While the District will investigate anonymous complaints, the District strongly discourages anonymous complaints.
- b. **EMPLOYEES CHOOSING TO FILE A COMPLAINT ANONYMOUSLY MUST BE AWARE THAT ANONYMITY IN THE COMPLAINT PROCEDURE MAY COMPROMISE THE DISTRICT'S ABILITY TO COMPLETE A THOROUGH INVESTIGATION.**
- c. Employees should also be aware that should the District learn of the identity of an anonymous complainant, the District cannot guarantee that his/her identity will remain confidential, if the District determines in its discretion that disclosure is necessary to complete the investigation.
- d. The District will take all reasonable steps available to maintain the confidentiality of all complaints of discrimination, harassment, retaliation, and abusive conduct, as well as all information gathered during an investigation. However, the District retains sole discretion to determine whether disclosure of information is necessary to complete the investigation.
- e. All employees involved in the investigation of discrimination, harassment, retaliation, or abusive conduct complaints as either investigator(s), complainant(s), witness(es), or accused are required to keep all information related to the investigation confidential. Revealing such information is grounds for disciplinary action, except as expressly permitted by law, such as in discussion with a legal or employee representative.

**5. Employee's Duty to Disclose Benefits Received**

A. Employees are hereby informed that no supervisor, manager, or officer of the District, or other person or entity doing business with the District, is authorized to expressly or impliedly condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's acquiescence to any sexual demand.

B. To the contrary, all employees are instructed that they must refuse such demands and report them promptly either to their immediate supervisor or to Human Resources. Any employee who is found to have accepted any benefit from the District because he/she submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be similarly disciplined.

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**6. Additional Enforcement Information**

In addition to the District’s internal complaint procedure, employees should also be aware that the Equal Employment Opportunity Commission (“EEOC”) and the Department of Fair Employment and Housing (“DFEH”) investigate and prosecute complaints of discrimination, harassment, and/or retaliation in employment.

Employees can contact the EEOC as follows:

Los Angeles District Office  
255 East Temple, 4th Floor  
Los Angeles, California 90012  
800-669-4000 | 800-669-6820 (TTY)  
www.eeoc.gov

Employees can contact the DFEH as follows:

Los Angeles Office  
320 West 4th Street, 10th Floor  
Los Angeles, CA 90013  
800-884-1684 | 800-700-2320 (TTY)  
www.dfeh.ca.gov

**7. Training and Policy Dissemination**

All employees who are hired by the District will be given a copy of this Policy, and will receive guidance from the District on its provisions and the District’s commitment to provide a workplace free from discrimination, harassment, and retaliation. In addition, all supervisory, nonsupervisory and temporary employees will be trained in accordance with applicable requirements of the Fair Employment and Housing Act (Government Code § 12950.1) and implementing regulations. As a course of best risk management practices the District will provide such training to all other employees periodically.

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**

## IRVINE RANCH WATER DISTRICT

### PERSONNEL POLICIES AND PROCEDURES POLICY NO. 31 – UNIFORMS, SAFETY FOOTWEAR, SAFETY EYEWEAR AND TOOLS POLICY

#### I. UNIFORMS

##### A. General Policy and Eligibility

The District provides uniforms to all employees who are required by their supervisor to wear uniforms as a condition of employment. These uniforms are provided as a ready substitute for the personal attire the employee would otherwise have to acquire and maintain. Uniforms are laundered, and maintained by the District at no cost to the employee, except as provided in this Policy. Employees are responsible for the safekeeping of all uniforms they are furnished. Violations of this Policy may subject employees to discipline, up to and including termination.

##### B. Standard Uniform Issue

1. Each employee required to wear a uniform as a condition of employment will be issued the following items, which shall comprise a standard uniform:
  - a. Eleven (11) shirts and/or t-shirts (short or long sleeve, or a combination totaling eleven (11)). Standby personnel will be issued 14 shirts (short or long sleeve, or a combination totaling fourteen (14)).
  - b. Eleven (11) pants and/or shorts, or a combination totaling eleven (11). Standby personnel will be issued fourteen (14) pants and/or shorts, or a combination totaling fourteen (14).
  - c. Up to five (5) pairs of coveralls.
2. Employees may be issued other accessory items such as jackets, windbreakers, hats and belts as determined by the District.
3. Employees may wear District issued t-shirts in lieu of uniform shirts as long as they are in good condition (i.e. no holes, stains, rips, tears, or fading). Non-District-issued shirts, t-shirts, IRWD Safety t-shirts, hats, pants or shorts are not permitted.
4. The items listed above are the only apparel authorized to be worn on-duty by District employees who are required to wear uniforms.

## **II. SAFETY FOOTWEAR AND EYEWEAR**

### **A. General Policy**

The District is committed to ensuring that District employees are equipped with proper foot and eye protection for personal safety while performing their assigned job duties. Employees are responsible for wearing safety shoes and eyewear on the job when required, and will not be allowed to work without the appropriate footwear or eyewear.

### **B. Safety Footwear**

#### **1. Shoe Specifications**

##### **a. General**

Employees are responsible for purchasing safety shoes with safety toes that meet the American Society for Testing and Materials ("ASTM") F2412-05 and F2413-05 standards.

##### **b. Laboratory**

The laboratory environment is more at risk for spills and slipping hazards. Accordingly, Laboratory personnel must wear shoes with non-slip soles. Shoes for this area will be evaluated for this purpose.

##### **c. Rubber Boots**

Supervisors should encourage employees to use District-provided rubber boots when working in extremely wet situations to lengthen the useful life of safety shoes and boots.

#### **2. Eligibility and Reimbursement Amounts**

The amounts specified below represent the reimbursement amounts that eligible employees in each category will receive for purchases of safety footwear. Employees will not be reimbursed for more than one pair of shoes of each type in a calendar year. If employees spend less than the amount eligible for reimbursement, the remaining amount will not be carried forward or accumulated for reimbursement toward future purchases. Employees in any Category who require prescription shoes will be reimbursed up to a maximum of \$200.

then submit the receipt to the District's Safety & Security Office for reimbursement of actual cost, up to the maximum permitted for the employee's Category under sub-section 3, above.

**c. Prescription Items**

To be eligible for the additional reimbursement for prescription items, such as orthopedic safety shoes, the employee must include a valid physician-provided prescription with the reimbursement request.

**4. Replacement**

Safety shoes that are worn out or unserviceable due to working conditions before the employee's next annual shoe allowance may be replaced on an exception basis. In such cases, the employee shall provide the worn shoes to the District Safety & Security Office for inspection. If the shoes are determined to be unserviceable, the employee will be authorized to replace the shoes with one additional pair of shoes up to the allowance described in sub-section 3, above.

**C. Safety Eyewear**

**1. Eyewear Specifications**

- a. All safety eyewear must meet the ANSI Z87 standard.
- b. Prescription safety eyewear must also have permanently attached side shields.

**2. Eligibility and Reimbursement for Prescription Safety Eyeglasses**

- a. Non-prescription safety glasses are provided by the District for all job tasks that require safety glasses. Employees are not eligible for reimbursement for purchases of non-prescription safety eyeglasses.
- b. District employees who need prescription glasses and who are required to wear safety glasses as part of their normal job duties are eligible for reimbursement for purchase of prescription safety glasses. Such employees will be reimbursed for the cost of prescription single vision, bifocal, and trifocal safety eyewear, as set by the annual agreement with the District's authorized optical provider(s), not to exceed a maximum of \$225.00. Employees may choose to pay for options in excess of the approved allowance.

**3. Reimbursement Procedure for Prescription Safety Eyeglasses**

**Adopted by IRWD Board of Directors on:** \_\_\_\_\_



**IRVINE RANCH WATER DISTRICT**  
**PERSONNEL POLICIES AND PROCEDURES**

**POLICY NO. 35 TEMPORARY MODIFIED DUTY/LIGHT DUTY ASSIGNMENTS**

**I. IN GENERAL**

- A. This policy establishes procedures regarding the District policy and procedures regarding the temporary assignment of an employee to a modified or light duty assignment when he/she is temporarily unable to fully perform the duties of his/her regular assignment or position.
- B. The District recognizes that there are times when an employee is unable to perform regular duties due to work-related or non-work-related illnesses or injuries. The District also recognizes that an employee in such a situation may be able to perform other duties that would benefit the District on a temporary basis. If possible, based on the work restrictions imposed on the employee and the needs of the District, it is the policy of the District that such employees may be provided with temporary modified or light duty assignments on a case-by-case basis. However, this policy does not guarantee any employee a temporary modified or light duty work assignment.
1. A modified duty assignment involves changes to the manner in which an employee performs his/her current job, without removing any of the essential functions of the position. An effective temporary modified duty assignment may become the employee's regular assignment in the discretion of the District.
  2. A temporary light duty assignment involves significant changes to the manner in which an employee works and may involve temporary removal of one or more essential functions from the employee's current job, or temporary assignment of the employee to perform work outside of the employee's usual job duties. The District will not transform a temporary light duty assignment into a regular assignment.
- C. The District also recognizes that there are times when an employee's illness or injury will qualify as a disability, as defined by the Americans with Disabilities Act ("ADA") and/or the California Fair Employment and Housing Act ("FEHA"). The District is committed to fully complying with the requirements of the ADA/FEHA and engaging in a good faith interactive process with an employee who has a mental or physical disability and, if possible, to reasonably accommodate that employee so that he/she can perform the essential functions of his/her position. However, this policy is not intended to act as a substitute for the interactive process under the ADA/FEHA.

assignment in the employee's current position. If no appropriate temporary modified or light duty assignment is available in the employee's current position, the District may, at its discretion, assign the employee to perform a temporary modified or light duty assignment in another position or department. However, in the event that no appropriate position or assignment is or remains available, the District is not obligated to create a new position or maintain a temporary modified or light duty assignment.

3. The District will determine whether any temporary modified or light duty assignment will be offered to the employee. If the employee is offered a temporary modified or light duty assignment, the District will provide information and instruction regarding the temporary assignment, including, but not limited to temporary job duties, duration of assignment, wage and working hours, and location of assignment.
4. Before an employee will be permitted to begin a temporary modified or light duty assignment, the employee may be required to provide written confirmation to Human Resources that the health care provider issuing the restrictions has determined that the assignment may be performed within the employee's restrictions.
5. The District may require an employee to undergo a fitness-for-duty examination after being assigned to a temporary modified or light duty assignment if safety concerns exist regarding the employee's ability to perform his/her assigned duties.
6. The District will have sole discretion in determining the availability of potential temporary modified or light duty assignments. Such determinations are final and are not subject to any District complaint, grievance, or appeal procedures.

**B. Duration of Temporary Modified or Light Duty Assignments**

1. When available, temporary modified or light duty assignments may be approved for up to 30 calendar days at a time.
2. If the treating health care provider extends the work restrictions beyond 30 calendar days, or otherwise changes the restrictions, the temporary modified or light duty assignment will be reviewed by Human Resources, in consultation with the affected Department(s). Following this review, Human Resources will advise the employee whether the temporary modified or light duty assignment has been extended, modified, or discontinued.
3. No employee shall be guaranteed that a temporary modified or light duty assignment will continue.
4. Temporary modified or light duty assignments are generally expected to last no more than a total of six months per each separate and unrelated illness or injury. However, Human Resources, in consultation with the affected Department(s), may approve additional time on a case-by-case basis, taking into account the availability

3. Immediately notify Human Resources of any changes or updates communicated by an employee regarding his/her work restrictions or temporary modified or light duty assignment.
4. Provide input to Human Resources regarding the employee's ability to perform the assigned duties effectively and continued availability of meaningful and productive work in connection with a temporary modified or light duty assignment.

**F. End of Temporary Modified or Light Duty Assignments**

1. The District will discontinue temporary modified or light duty assignments:
  - a. If an employee's work restrictions are lessened and the District determines the employee may resume his/her normal and usual duties, with or without reasonable accommodations.
  - b. If an employee's work restrictions become permanent and stationary or reach Maximum Medical Improvement. However, the District will continue to engage in the interactive process to determine if any reasonable accommodations are available.

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 37 - COMMUTER TRIP REDUCTION (RIDESHARING) PLAN

#### 1. **Purpose of Policy**

The purpose of the Commuter Trip Reduction Plan of the District is threefold:

- A. To fulfill any requirements of the City of Irvine, the South Coast Air Quality Management District or any other regulatory agency.
- B. To reduce energy consumption, air and noise pollution, and traffic congestion.
- C. To provide an incentive to the employee for participation in the District's Commuter Trip Reduction Plan.

#### 2. **Qualifying Carpools**

The categories of eligible car and vanpools are as follows:

##### A. **Vanpools – Contracted Commuter Vanpool**

###### 1) **District Agreement**

The District will contract with a provider to furnish appropriately equipped vehicles to be used for the development and operation of transportation pools and will provide fuel, toll road transponders and washing access for the vehicles. Oil and maintenance of the vehicles will be the responsibility of the provider.

###### 2) **Vanpool Participant Agreement**

Vanpool drivers are required to sign an agreement provided by the contracted provider. Alternate drivers are also required to complete an agreement provided by the contracted provider.

The District will cost share with participating employees in the commuter vanpool program.

The District participates in the Orange County Transportation Authority (OCTA) commuter van subsidy program. All vanpool participants are also required to complete an OCTA commuter agreement form.

##### B. **Car pools - Employee Owned Vehicles**

###### 1) **District Agreement**

The District will provide a monetary incentive to employees who organize and operate car pools using their own vehicles, as well as to employees who ride in organized car pools. The travel route must be between work and home. Participants in this program will be required to enter into either

## **POLICY NO. 37 - COMMUTER TRIP REDUCTION (RIDESHARING) PLAN**

a Private Vehicle Passenger Agreement or a Private Vehicle Driver Agreement, as applicable.

### **C. Additional Commuter Pools**

#### **1) Cycle Commuters**

The District will provide a monetary incentive to employees who use a bicycle to commute to and from work. Participants in this program are required to enter into a Bicycle Commuter Agreement with the District. The travel route must be between work and home.

#### **2) Walking Commuters**

The District will provide a monetary incentive to employees who walk to and from work. Participants in this program are required to enter into a Commuter Agreement with the District.

#### **3) Public Transportation/Outside Transportation Pools**

The District will provide a monetary incentive to employees who use public transportation or who participate in an outside car or van pool to commute to and from work. Participants who use public transportation are required to enter into a Public Transportation Agreement with the District. Participants who participate in an outside car or van pool are required to complete a Drop-Off at Work Car/Van Pool Participant Agreement with the District. With the approval of the General Manager, employees who ride the Metrolink may park a District vehicle at the Metrolink Train Station provided there is twenty-four hour security at the station.

### **3. Emergency and Non-Emergency Transportation**

Employees participating in any of the programs described in this policy are encouraged to plan ahead for non-emergency transportation needs that may arise in the course of a regular scheduled workday in accordance with Personnel Policy No. 50 – Vehicle and Equipment Usage. Contract commuter vans and District-owned pool vehicles will not be available to employees to attend medical appointments, purchase and/or attend lunch, or attend to other personal business.

In the event of a family or other emergency arising during the course of a regular scheduled workday, the District will provide emergency transportation to any employee participating in the programs described in this policy.

### **4. Payment of Incentives**

Monetary incentives will be paid on a monthly basis to employees who participate in the programs described in this policy. Drivers, passengers, and riders are responsible for accurate and timely reporting. No incentive payment will be made for any day in which driver and passenger reporting does not agree. No retroactive adjustments will be made to incentive payments.

## **POLICY NO. 37 - COMMUTER TRIP REDUCTION (RIDESHARING) PLAN**

Employees receiving incentive payments under this plan are ineligible for incentive payments for the same activity under any other District program.

Incentives, including monetary incentives, will be reviewed from time to time and may be changed upon approval by the General Manager. The incentive schedule is distributed by the Safety Office and will be updated and distributed to participants upon any changes made by the General Manager.

Additional incentives, such as prize drawings may also be included in this program.

### **5. Tax Implications for Commuter Incentives Received**

Monetary incentives received by employees of the District will be taxed at the time the incentive payment is received.

Additionally, federal and state governments may also consider the use of District owned vehicles for transportation to and from work as a taxable benefit to the driver.

### **6. Liability Responsibility**

All participants in the Rideshare Program must sign an agreement releasing the District, its directors, officers, employees and agents, from any and all claims, suits, actions, investigations, and proceedings, and related costs and expenses (including attorney's fees), arising out of or in connection with their participation in the Commuter Trip Reduction (Ridesharing) Program.

### **8. Wireless Vehicle Management**

Vehicles owned by the District, leased by the District, or otherwise controlled by the District are subject to remote monitoring. Remote monitoring is intended to provide the district with the ability to account for the vehicles at all times. Remote monitoring includes, but is not limited to, the ability to monitor vehicle location, vehicle starts and stops, and vehicle speed.

### **9. Employee Driving Standards**

Participants in The Commuter Trip Reduction (Ridesharing) Plan must adhere to the Irvine Ranch Water District Personnel Policy No. 43- Employee Driving Standards and agree to the terms of employee responsibilities as outlined.

**Adopted by IRWD Board of Directors on:**

## IRVINE RANCH WATER DISTRICT

### PERSONNEL POLICIES AND PROCEDURES

#### POLICY NO. 45 - CONFLICT OF INTEREST

##### 1. Purpose of Policy

- A. The purpose of this Conflict of Interest Policy ("Policy") is to ensure that all District personnel (members of the Board of Directors and employees) comply with all applicable statutory and administrative requirements pertaining to conflicts of interest and their actions, duties and responsibilities on behalf of or in relation to the District. These matters include, but are not limited to, "conflicts of interest," "potential conflicts of interest," "incompatible activities" and other activities which might reflect unfavorably on the District or District personnel.
- B. District personnel shall conduct themselves in a manner so as not to give rise to improprieties or situations inconsistent with this Policy. Procedures, policies and records will be established and maintained to verify that the Policy has been adhered to by all District personnel.
- C. District personnel must recognize that this Policy, and applicable laws and regulations are concerned with not only actual conflict or wrongdoing, but also with the potential or appearance of conflict. District personnel shall not use the prestige or influence of their positions for personal gain or advantage.
- D. Unless otherwise expressly defined, the terms used in this Policy have the same meanings as in the California Political Reform Act (California Government Code Section 81000, et seq.) and the regulations issued by the Fair Political Practices Commission ("FPPC") pursuant to the Political Reform Act.

##### 2. Employee Responsibility

- A. Compliance with Applicable Laws and Regulations. District personnel shall comply with all applicable provisions of the Political Reform Act, FPPC Regulations issued under the Political Reform Act, Section 1090 et seq. of the California Government Code (prohibitions on self-interest in contracts), and all other laws and regulations pertaining to conflicts of interest, incompatible public offices or incompatible activities. These include, but are not limited to, the following requirements for:
  - (1) **Reporting** of required economic interests annually, and upon assuming office and leaving office, by personnel who are "Designated Persons" (as defined in the District's Conflict of Interest Code, which can be obtained from the District Secretary) on FPPC Form 700;

- (2) Compliance with **prohibitions on the acceptance of gifts and honoraria**, including the acceptance of gifts by Designated Persons above the dollar limit per source set by state law;
- (3) **Disqualification** from participation in District decisions in which the individual knows or has reason to know that he or she has a financial interest;
- (4) Completion of **ethics training** by employees holding positions designated by the General Manager to receive such training. Unless the General Manager specifies other training requirements, intervals or employees/positions:
  - (a) The training content will be consistent with Assembly Bill No. 1234, California Government Code Section 53234 et seq.;
  - (b) The training must be initially completed on or before one year after an employee is designated to receive the training (or for an employee who initially becomes designated to receive training either through hiring or change of position to a position that the General Manager has designated, on or before one year after assuming that position), and after the initial training, at least once every two years; and
  - (c) The training must be completed by all personnel who are Designated Persons.

**NOTE: The following requirements established by the District in this Policy are in addition to the requirements of state laws and regulations:**

- B. Gifts to the District/Gifts to the District Personnel. Unless a gift qualifies as a gift to the District under this section, it will be treated as a gift to District personnel.
- (1) A gift of tickets or passes (not including travel or lodging) may be considered a gift to the District and not to an individual member of the Board of Directors or employee only under the following circumstances:
    - (a) The General Manager or his/her designee receives and distributes the tickets or passes to District personnel, spouses and immediate families;
    - (b) The donor does not earmark the tickets or passes for any specific District personnel;
    - (c) The General Manager retains a record of the terms under which the tickets or passes were accepted by the District, a record of the terms under which they were distributed, and a record to whom they were distributed; and



- (d) The tickets or passes were distributed in accordance with the written policy adopted by the District setting forth the District purpose in distributing tickets and passes, and prohibiting the subsequent transfer except to the District personnel's immediate family, or not more than one guest, for their personal use (see Appendix "A").
- (2) A payment (other than tickets, passes or travel expenses,) including a monetary payment, loan, gift, and a payment for or provision of goods or services, may be considered a gift to the District and not to an individual member of the Board of Directors or employee only under the following circumstances, as allowed in the FPPC regulations:
- (a) The General Manager or his/her designee receives and controls the payment;
  - (b) The payment is used only for official District business;
  - (c) The General Manager determines which District personnel may use the payment; and
  - (d) A record of all of the foregoing is filed and maintained with the District Secretary on the forms prescribed by the FPPC and, if required, the forms are posted by the District Secretary on the District's website.
- (3) A payment to the District for travel, as long as it is not in excess of an applicable District reimbursement rate for travel, meals, lodging or other expenses, can be considered a payment made for the purpose of facilitating the District's official business and not a gift to or income to District personnel, under the following circumstances, as allowed in the FPPC regulations:
- (a) The payment is made directly to the District or coordinated with the District to be paid to providers;
  - (b) The General Manager or his designee determines which District personnel may use the payment;
  - (c) The payment does not provide a personal benefit;
  - (d) The travel does not exceed the duration necessary to accomplish the District purposes; and
  - (e) A record of all of the foregoing is filed and maintained with the District Secretary on the forms prescribed by the FPPC and, if required, the forms are posted by the District Secretary on the District's website.

The foregoing gift exception does not include any travel expenses for travel that the General Manager or his/her designee has not preapproved in writing prior to the date(s) of travel, and does not include any payment for travel expenses for an elected official or any official who manages public investments unless the travel is directly related to the official's public duties, is for a purpose that would otherwise be paid for with the District's funds, is authorized in the same manner as transportation, lodging, and food using the District's own funds, and otherwise meets the requirements of this paragraph.

- (4) For a gift to be a gift to the District under the foregoing gift exceptions either the "Gift of Tickets or Passes to Irvine Ranch Water District" or "Gift to Irvine Ranch Water District (Other Than Tickets or Passes)" form must be submitted to the General Manager's Office for approval and distribution. These forms can be obtained from the District Secretary and are complete until approved by the General Manager or his/her designee.

C. Entertaining. District personnel who entertain vendors, contractors or consultants will do so at their own expense. Reimbursement of other appropriate business expenses is subject to approval and will be limited by the District's policy with respect to allowance of expenses.

D. Outside Consulting, Business Activity or Employment

- (1) District personnel shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible or in conflict with their duties at the District, or with the duties, functions, or responsibilities of the District. District personnel shall not perform or engage in any business, enterprise, work, service, or consulting outside of their District employment where any part of their efforts will be subject to approval by any other officer, employee or board of the District, unless otherwise approved in the manner prescribed by this Policy.

(2) Outside Consulting, Business Activity or Employment By Employees

- (a) All outside business, enterprise, consulting work or employment engaged in by employees must be pre-approved by the General Manager or, in the case of the General Manager, by the President of the Board of Directors.
- (b) Employees are prohibited from performing consulting work for or providing any other services or goods to any persons or firms doing business with the District.
- (c) An employee's outside employment, activity, business or enterprise may be prohibited if it:
  - (1) Involves the use, for private gain or advantage, of his or her District time, District facilities, District

equipment and supplies, or the badge, uniform, prestige, or influence of his or her District office or employment; or

(2) Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the District for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his or her District employment or as a part of his or her duties as a District employee; or

(3) Involves the performance of an act in other than his or her capacity as a District employee which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other District employee or the District; or

(4) Involves efforts or time demands as would render performance of his or her duties as a District employee less efficient.

(d) The General Manager (or the President, in the case of the General Manager) will notify the employee whether any outside employment, consulting work, activity, business or enterprise is approved or disapproved. Appeal from such determination may be made to the Board of Directors.

(3) Nothing in this Section shall relieve District personnel from the requirement to report, and other requirements applicable, to outside employment, consulting work, activity, business or enterprise under Section 2A of this Policy.

### **3. Disciplinary Actions for Non-Compliance**

Non-compliance with this Policy will subject the employee to disciplinary actions commensurate with the violation, up to and including termination.

### **4. Administration**

The District Secretary is responsible for administration of this Policy, under the direction of the Board of Directors, the General Manager and, if necessary, the Director of Human Resources.

**Adopted by IRWD Board of Directors on: \_\_\_\_\_**

## APPENDIX "A"

### Policy for Distribution of Tickets or Passes in accordance with Fair Political Practices Commission (FPPC) Regulation 18944.1 of Title 2 of the California Code of Regulations

#### 1. Purpose of Policy

To ensure that tickets provided to and distributed by the Irvine Ranch Water District ("IRWD") are in furtherance of a governmental and/or public purpose as required under FPPC Regulation 18944.1 and this policy.

To ensure that tickets distributed by IRWD under FPPC Regulation 18944.1 and this policy are disclosed on FPPC Form 802, which can be requested from the District Secretary, and forwarded to the FPPC for posting on its website as required by Regulation 18944.1.

#### 2. Application of Policy

##### A. Types of Tickets

This policy applies to tickets that provide admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose and are either:

- (1) Gratuitously provided to IRWD by an outside source;
- (2) Acquired by IRWD by purchase at fair market value;
- (3) Acquired by IRWD as consideration pursuant to the terms of a contract for the use of an IRWD venue; or
- (4) Acquired and distributed by IRWD in any other manner.

##### B. Policy Applicable to Tickets Only

This policy only applies to IRWD's distribution of tickets to, or at the behest of, a District Official. This policy does not apply to other items of value provided to the District or any District Official, regardless of whether received gratuitously or for which consideration is provided. This includes food, beverage, or a gift provided to a District Official at an event that is not included in the fair market value of the ticket.

#### 3. Definitions

Unless otherwise expressly provided herein, words and terms used in this policy have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Section 81000 et seq., as the same may from time to time be amended) and the FPPC Regulations (California Government Code Section 18110 et seq., as the same may from time to time be amended).

- A. "IRWD" or "District" means and includes the Irvine Ranch Water District and any other affiliated agency created or activated by the District, and any departments, boards, and commissions thereof.
- B. "District Official" means and refers to every member, officer, employee, or consultant of the Irvine Ranch Water District, as defined by Government Code Section 82048 and

FPPC Regulation 18701. Such terms include, without limitation, any District board or committee member or other appointed official or employee required to file an annual Statement of Economic Interest (FPPC Form 700).

- C. "Immediate family" means and refers to a spouse and/or dependent children.
- D. "Policy" means and refers to this Policy for Distribution of Tickets and/or Passes.
- E. "Ticket" means and refers to a "ticket or pass" for admission privilege to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose.

#### **4. General Provisions**

##### **A. No Right to Tickets**

The use of tickets is a privilege extended by the District and not the right of any person to which the privilege may from time to time be extended.

##### **B. Limitation on Transfer of Tickets**

Tickets distributed to a District Official pursuant to this policy shall not be transferred to any other person except to members of such District Official's immediate family, or no more than one guest, solely for their personal use.

##### **C. Prohibition Against Sale of or Receiving Reimbursement for Tickets**

No person who receives a ticket pursuant to this policy may sell or receive reimbursement for the value of the ticket.

##### **D. No Earmarking of Ticket Given to District**

No ticket gratuitously provided to the District by an outside source and distributed by the District to, or at the behest of, a District Official pursuant to this policy may be earmarked by the original source for provision to a particular District Official. The District will determine, in its sole discretion, who uses the ticket.

#### **5. Ticket Administrator**

- A. The General Manager or his/her designee is the ticket administrator for purposes of implementing the provisions of this policy.
- B. The General Manager or his/her designee has the authority, in his or her discretion, to establish procedures for the purchase and/or distribution of tickets in accordance with this policy. All requests for tickets that fall within the scope of this policy must be made in accordance with the procedures established by the General Manager or his/her designee.
- C. The General Manager or his/her designee shall determine the face value of tickets distributed by the District for the purposes of sections 6.A., 6.B., and 8.D.(1) of this policy.

- D. The General Manager or his/her designee, in his or her discretion, may revoke or suspend the ticket privileges of any person who violates any provision of this policy.

## **6. Conditions Under Which Tickets May be Purchased and/or Distributed**

Subject to the provisions of this policy, complimentary tickets may be distributed to District Officials under the following conditions:

- A. The District Official reimburses the District for the face value of the ticket(s).
  - 1. Reimbursement must be made at the time the ticket(s) is/are distributed to the District Official.
  - 2. The General Manager or his/her designee may, in his or her discretion, determine which event tickets, if any, will be available under this section.
- B. The District Official treats the ticket(s) as income consistent with applicable federal and state income tax laws, and the District reports the distribution of the ticket(s) as income to the District Official in compliance with the reporting provisions of Section 8 below..
- C. The District Official uses, or behests, such ticket(s) for one or more of the following governmental and/or public purposes:
  - (1) Facilitating the attendance of a District Official at an event where the job duties of the District Official require his or her attendance at the event.
  - (2) Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
  - (3) Promotion of District resources and/or facilities available to the public.
  - (4) Promotion of District-run, sponsored, or supported community programs or events.
  - (5) Promoting, supporting, and/or showing appreciation for programs or services rendered by charitable and non-profit organization benefiting District customers.
  - (6) Promotion of business or economic activity, development, and/or redevelopment within the District's service area.
  - (7) Exchange programs with foreign officials and dignitaries.
  - (8) Promotion of District recognition, visibility, and/or profile on a local, state, national, or international level.
  - (9) Promotion of open government by District Official appearances, participation, and/or availability at business and/or community events.
  - (10) Increasing public exposure to, and awareness of, the various educational venues and facilities available to the public through the District.
  - (11) Attracting or rewarding volunteer service.
  - (12) Encouraging or rewarding significant academic, athletic, or public service achievements by students, residents, or businesses within the District service area.
  - (13) Attracting and retaining highly qualified employees in District service; recognizing or rewarding meritorious service by a District employee; and/or promoting enhanced District employee performance or morale.
  - (14) Recognizing contributions made to the District by former District Board Members, District Employees, or other District Officials.

## **7. Tickets Distributed at the Behest of a District Officials**

- A. Only the following District Officials have the authority to behest tickets: Elected or Appointed Board of Directors Members, the General Manager, and his/her designee.
- B. Tickets may be distributed at the behest of a District Official only for one or more public purposes set forth in section 6.C.

**8. Disclosure Requirements**

- A. This policy shall be posted on the District website in a prominent manner.
- B. Tickets provided to District Officials as part of their official duties, or tickets provided so that the District Official may perform a ceremonial role or function on behalf of the District are not to be subject to this policy and are exempt from any disclosure requirements under section 8. A ceremonial role or function includes, but is not limited to, making a speech, participating in a panel or seminar, presenting an award or proclamation, or cutting a ribbon.
- C. Tickets distributed by the District for which the District receives reimbursement from the District Official as provided under Section 6.A. are not be subject to the disclosure provisions of Section 8.
- D. Tickets distributed by the District to any District Official either 1) which the District Official treats as income pursuant to Section 6.B. or 2) for one or more public purposes described in section 6.C., must be disclosed on Form 802 provided by the FPPC and forwarded to the FPPC for posting on its website. Such posting must include the following information:
  - (1) The name of the recipient, except that if the recipient is an organization, the District may post the name, address, description of the organization, and number of tickets provided to the organization in lieu of posting the names of each recipient, or if tickets are distributed to a department or other unit of the District in accordance with this policy, the District may post the name of the department or other unit in lieu of posting the names of each recipient;
  - (2) a description of the event;
  - (3) the date of the event;
  - (4) the face value of the ticket;
  - (5) the number of tickets provided to each person;
  - (6) if the ticket is distributed at the behest of a District Official, the name of the District Official who made such behest; and
  - (7) a description of the public purpose(s) under which the distribution was made, or, alternatively, the District Official is treating the ticket as income.

# IRVINE RANCH WATER DISTRICT

## PERSONNEL POLICIES AND PROCEDURES

### POLICY NO. 50 - VEHICLE AND EQUIPMENT USAGE, VEHICLE ACCIDENT REPORTING, AUTO ALLOWANCE AND MILEAGE REIMBURSEMENT & REMOTE VEHICLE MONITORING

#### 1. General Policy

This document establishes the policy and responsibility for the assignment and usage of District vehicles for conducting official District business. Any employee operating a District vehicle must be licensed to operate that vehicle in accordance with California State law the California Department of Motor Vehicles regulations. This includes but is not limited to the use of passenger restraint systems, traffic laws and financial responsibility laws (when appropriate). In addition to vehicle usage, this policy also addresses the use of District owned or controlled equipment. This policy is administered by the General Manager and any deviation to this policy must be approved by the General Manager.

#### 2. Purpose of the Policy

The purpose of this policy is to communicate requirements relative to the assignment, utilization and control of District-owned vehicles and/or equipment or equipment controlled by the District; to establish mileage reimbursement procedures for privately-owned vehicles used to conduct District business; to establish insurance requirements for employees who drive personal vehicles on official District business; guaranteed ride home procedures for participants in the Commuter Trip Reduction (Rideshare) Plan (Policy No. 37. Rideshare Policy) and employees receiving Automobile Allowance.

#### 3. Responsibility

##### A. General Manager

The General Manager is responsible for administering this policy and ensuring compliance.

##### B. Managers and Supervisors Responsibility

Managers and supervisors are required to ensure that employees under their control strictly adhere to the requirements of this policy.

##### C. Employee Responsibility

Employees are required to comply with the requirements of this policy and other established procedures regarding the assignment and use of vehicles and equipment.

#### 4. Assignment of Vehicles for Overnight Retention

Employees assigned as Primary Standby Emergency Responders/Emergency Response Personnel duties are permitted overnight retention of a District vehicle. The vehicle is to be used for transportation directly to and from work or to and from the location where the employee is required to respond.



**POLICY NO. 50 – VEHICLE & EQUIPMENT USAGE POLICY**

Designated Primary Standby Emergency Responders/Emergency Response Personnel may use the Toll Road Transponders installed in their assigned vehicle for traveling to and from work for the period of their designated standby rotation or when otherwise responding to an emergency call-out.

Assignment of vehicles for overnight retention will be made only for employees in the following categories:

**A. Primary Standby Emergency Responders/Emergency Response Personnel  
Temporary At-Home Retention**

Employees designated by their department to be on a standby or other emergency response assignment and who are able to respond to their normally assigned work location within 45 minutes from the time of request to respond, for the duration of their standby or other emergency response assignment.

**B. Designated Management Personnel  
On-Going At-Home Retention**

Management employees who are reasonably required to respond to after hour emergencies as determined by their supervisor and/or department director based on their job assignments, who are able to respond to their normally assigned work location with 45 minutes from the time of request to respond and who are incumbent in one of the following job classifications:

- Operations Manager (Water Operations)
- Operations Manager (Recycling Operations)
- Construction Services Manager
- Field Services Manager
- Mechanical Services Manager
- Electrical & Instrumentation Manager
- Automation Manager
- Collections Systems Manager
- Facilities/Fleet Manager
- Safety Manager
- Other (when approved by the General Manager)

Employees in the above stated classifications who are assigned On-Going Overnight Vehicle Retention must complete a Vehicle Request Form, which will be kept on file in the Facilities and Fleet Services department.

**5. Pool Vehicles**

Pool vehicles will be available from individual departments and Fleet Services for use by employees requiring transportation in the performance of their duties.

**6. Commuter Trip Reduction (Rideshare) Plan (Reference Policy No. 37)**

Participants in the Rideshare Program are provided a guaranteed-ride-home in the event a participant is required to work unplanned overtime or in the event of an emergency. The guaranteed-ride-home program is authorized and coordinated by the Safety Office of the Human Resources Department.

Employees participating in the Rideshare Program are encouraged to plan for non-emergency transportation needs that may arise in the course of a regular scheduled workday. Commuter vans and pool vehicles are not available to employees for medical appointments, meal breaks or other personal matters.

**7. Vehicles Involved In an Accident**

Employees involved in a vehicle accident while operating a District vehicle will report such accident to their immediate supervisor and the Facilities/Fleet Manager before leaving the scene of the accident. The Safety and Security Office must be contacted as soon as possible. If damage is caused to non-District vehicles and/or property, Risk Management must also be contacted as soon as possible. The District employee-driver is required to provide pertinent information to other non-District drivers involved in the accident. No discussion of fault or responsibility is permitted by any District employees other than Risk Management Staff. Refer to Safe Work Practice (SWP) 19 – Use of District Vehicles.

**8. Automobile Allowance**

The General Manager may authorize an automobile allowance for Executive Directors, Department Directors and Managers. Employees receiving an automobile allowance must maintain automobile insurance with limits no less than that required by the State of California. Increases or decreases to auto allowance benefits will be made based on the percentage change in the mileage reimbursement rate set by the Internal Revenue Service.

**9. Mileage Reimbursement**

Department Directors may authorize the use of personal vehicles for conducting official District business. Mileage reimbursement rates will be set equal to the Internal Revenue Service mileage reimbursement rates.

Personal automobiles used on District business shall have no less than the minimum automobile insurance required by the State of California. The employee driver agrees to indemnify the District for any liability associated with passengers who are not employees or those being transported who are not on District business, to the extent that such liability does not arise as a result of acts in the direct furtherance of the employee driver's job duties.

**10. District-Owned or Controlled Equipment**

District-owned or controlled equipment is defined as equipment that is owned by the district, leased by the district or otherwise controlled by the district for the official use and established purposes of conducting district business.

Employees are forbidden to use District-owned or controlled equipment for personal use. Exceptions to this must be specifically approved by the General Manager.

Contractors are not authorized to use District owned or controlled equipment for conducting contracted work. The definition of “contractor” as outlined in Administrative Work Practice (AWP) 7 – Contractor Safety Program, is: A person or firm retained by IRWD under a contract for construction, maintenance or repair, major renovation or specialty work on any IRWD system or property. Contractual agreements must include specific language stating that the contractor must provide all necessary equipment to conduct their work. Special attention must be given to ensure that required safety equipment is provided by the contractor for the specific purpose of performing contractual work. Examples of this include but are not limited to: vehicles; cranes/hoists/forklifts; lifting equipment such as: slings and material handling equipment. Additionally, contractors must provide all equipment necessary for confined space entry. This includes equipment such as gas detection equipment; rescue equipment; fall protection equipment; personal protective equipment. Contractors are not be permitted to use district ladders, scaffolds, or fall protection equipment.

**12. Remote Vehicle Monitoring**

Vehicles owned by the District, leased by the District, or otherwise controlled by the District are subject to remote monitoring. Remote monitoring is intended to provide the District with the ability to account for the vehicles at all times. Remote monitoring includes, but is not limited to, the ability to monitor vehicle location, vehicle starts and stops, and vehicle speed.

**Adopted by IRWD Board of Directors on:** \_\_\_\_\_

February 11, 2019

Prepared by: Rob Jacobson

Submitted by: Cheryl Clary

Approved by: Paul A. Cook



## CONSENT CALENDAR

### SAND CANYON PROFESSIONAL CENTER PHASE II MATERIALS TESTING AND INSPECTION CONSULTANT SELECTION

#### SUMMARY:

The District's construction manager for the Sand Canyon Professional Center Phase II office project, Newport Real Estate Services (NRES), requested proposals from three qualified consultants to provide materials testing and inspection services for the project. Based on the proposals received, staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement with Koury Engineering & Testing, Inc. in the amount of \$137,807 for related services for the project.

#### BACKGROUND:

In October 2018, the Board approved the selection of KPRS Construction Services (KPRS) as general contractor for construction of a 70,000 square foot professional office building on the remaining vacant land adjacent to the District's headquarters site. The project includes all related site work, including completion of a central campus outdoor area available for use by the District and tenants of the two adjacent office buildings. KPRS began construction in early January 2019, and the building shell and related site work are scheduled to be complete in November 2019.

#### Consultant Selection:

NRES provided staff with proposals received from Koury Engineering & Testing (Koury), Reliant Testing Engineers and NMG Geotechnical. Services required include review of mix design for concrete, inspecting and testing structural concrete including reinforcing steel, observing and inspecting structural steel erection and fabrication, and non-destructive testing on all qualified welds.

Koury's proposal exceeded the other proposals in all aspects including project understanding, project team, and project approach. Koury currently employs over 250 inspectors and has two full-service material testing facilities in Southern California. Additionally, Koury successfully provided testing and inspection services for the Sand Canyon Professional Center Phase I project. The consultant selection matrix is attached as Exhibit "A", and Koury's scope of work and fee proposal are attached as Exhibit "B".

Staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement in the amount of \$137,807 with Koury Engineering & Testing, Inc. Staff anticipates that related services will be required beginning in mid-February 2019.

Consent Calendar: Sand Canyon Phase II Office Project Materials Testing and Inspection  
Consultant Selection  
February 11, 2019  
Page 2

The Sand Canyon Professional Center Phase II, Project 06210, is included in the FY 2018-19 Capital Budget and will be funded from the Replacement Fund. The existing budget is sufficient to fund the services presented herein.

ENVIRONMENTAL COMPLIANCE:

A Final Environmental Impact Report has been prepared, certified and the project approved by the County of Orange Environmental Management Agency in compliance with the California Environmental Quality Act (CEQA) of 1970 (as amended), codified at California Public Resources Code Sections 21000 et. seq., and the State CEQA Guidelines in the Code of Regulations, Title 14, Division 6, Chapter 3.

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on February 5, 2019.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KOURY ENGINEERING & TESTING, INC. IN THE AMOUNT OF \$137,807 FOR MATERIALS TESTING AND INSPECTION SERVICES FOR THE SAND CANYON PROFESSIONAL CENTER PHASE II PROJECT 06210.

LIST OF EXHIBITS:

Exhibit "A" – Consultant Selection Matrix  
Exhibit "B" – Scope of Work and Fee Proposal

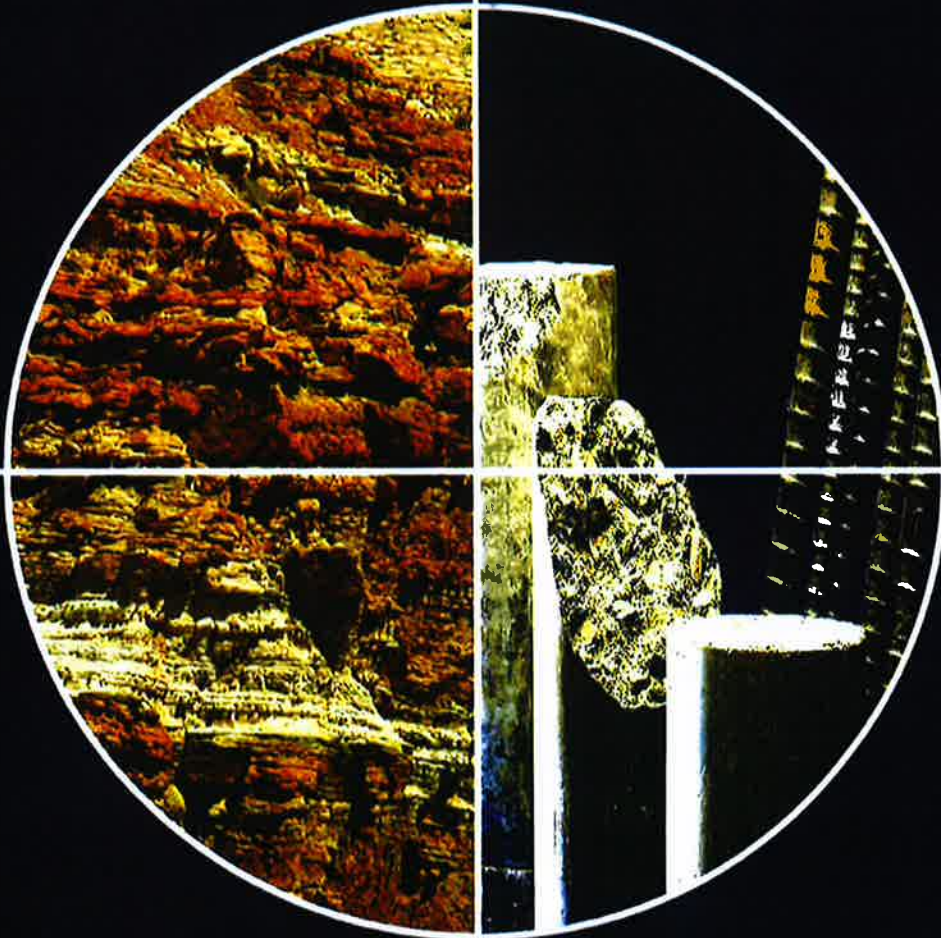
Exhibit "A"

**SAND CANYON PROFESSIONAL CENTER - PHASE II - MATERIAL TESTING AND INSPECTION SERVICES**

	<b>Koury Engineering &amp; Testing, Inc.</b>	<b>Reliant Testing Engineers</b>	<b>NMG Geotechnical</b>
<b>Specialized experience and technical competence</b>	250+ Inspectors; 2 full service materials testing laboratories, only 24 hour notice for service request = Strong	80 person firm; 15 Yrs; Experience= Strong	45 person firm - 20 of which are field and laboratory technicians and material inspectors = Strong
<b>Awareness of potential issues</b>	Extensive bid considering the testing and amount of time needed	Extensive bid considering the testing and amount of time needed	Time allotted for portential issues insufficient
<b>Past record of performance with the District (Material Testing &amp; Inspection)</b>	Conducted material testing for Phase I of the Sand Canyon Medical Office	N/A	N/A
<b>Capacity to perform work</b>	Extensive bid takes the amount of time and staff needed into consideration	Extensive bid takes the amount of time and staff needed into consideration	Time and staff allotted insufficient based on project requirements
<b>Conflict of interest</b>	None	None	None
<b>Estimate of the range of propsed levels of efforts and costs</b>	Thorough assessment of time and staff for proposed services	Thorough assessment of time and staff for proposed services	Scope of proposed services required for work was not sufficient

Exhibit "B"

**KOURY**  
ENGINEERING  
& TESTING, INC.



**GEOTECHNICAL & SEISMIC ENGINEERING,  
CONSTRUCTION INSPECTION &  
MATERIALS TESTING SERVICES**

B-1



July 30, 2018, Revised on October 25, 2018

Anthony J. Vaccaro  
Senior Vice-President  
Newport Real Estate Services, Inc.  
2280 University Dr., Suite 101  
Newport Beach, CA 92660

**Subject: Construction Inspection & Material Testing**  
Koury Proposal No. 18-0788  
Sand Canyon Office Building- Material

Dear Mr. Vaccaro:

Koury Engineering & Testing submits this proposal for the Sand Canyon Office Building- Material project. Our proposal is based on the enclosed Estimated Budget Breakdown and Master Fee Schedule of Rates.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has two full-service geotechnical and materials testing laboratories located in Chino and Gardena. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency.

#### **SCOPE OF SERVICES**

Our project engineer reviewed the following documents for the "Sand Canyon Office Building" project:

1. The project Structural set of plans for Sand Canyon Office Building; Prepared by BTI. Dated 07/13/2018.
2. The project Architectural set of plans for Sand Canyon Office Building; Prepared by Ware Malcomb. Dated 07/13/2018.

Based on our review of the drawing, we understand that the project consists of constructing the new 2 story Tilt Up Building and associated site work. The construction will include tilt up walls supported by continuous footings, concrete slab on grade, steel columns supported by spread footings, steel girders and barjoists for roof framing, steel beams, metal deck and lightweight concrete topping, and concrete paving on site.

Geotechnical aspects of this project consist of rough grading for building pad, subgrade preparation for the flatworks, concrete paving over compacted base material, footing excavation, and utility trench backfill.

During construction, Koury will provide Geotechnical and construction observation including material testing to verify that the work performed generally complies with the project's requirements, specifications and plans.





## **Sand Canyon Office Building**

**18-0788**

Our proposed services include the following:

- Reviewing Plans, Reports and Project Specifications
- Observing the bottom of footing excavations for the retaining wall and trenches;
- Performance of periodic site visits and observation by Koury Engineering Staff for quality control purposes;
- Observing and testing compaction during grading operations, including removal and re-compaction of fills and trench backfilling;
- Performing required soil laboratory tests on samples obtained from on-site and/or imported materials for fill placement as required by the soils report.
- Review mix design for concrete, if requested
- Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
- Observe, inspect, sample and test reinforcing steel strands used on project site
- Observe and inspect structural steel erection and fabrication including welding and high strength bolting
- Conduct Non-destructive test on all qualifying welds

Koury realizes each client's project needs are different and upon request, we can provide the following services:

- Attend pre-construction meetings.
- Attend weekly meetings.
- Respond to Reviewing Agencies.

It is generally the client responsibility to provide us a complete (approved) set of drawings before commencement of the job. The drawings should bear the approval stamp of the reviewing agency (i.e. County, City, DSA, etc.). Furthermore, a copy of all "Soils Report Approval Letters" issued by the reviewing agency having jurisdiction over the project should be provided to us prior to the start date of the project.

At the time this proposal was prepared no detailed construction schedule was available. A more accurate estimate can be prepared when a final construction schedule is available. Furthermore, the estimate is based on quantities and/or scales shown on the plans. The accuracy of the provided estimate can be affected by:

- Contractors and subcontractor's efficiency and sequencing of events.
- Unexpected subsurface conditions.
- Amount of services required by the jurisdictional agency.
- Weather conditions and other unforeseen delays

Koury will not be responsible for any delay imposed to the project by unforeseen situation or by responding to reviewing agencies and/or probable lag time within reviewing agencies. Koury will strive to stay within the project's schedule and/or reduce the time of impact on the project.

### **ESTIMATED FEES**

We propose to provide Construction Inspection & Material Testing in accordance with the attached Master Fee Schedule of Rates and Terms & Conditions. This proposal is not a "Not to Exceed" budget. Our service is based on time and material.



## Sand Canyon Office Building

18-0788

Koury will utilize multi-licensed inspectors, whenever possible, to reduce project inspection costs. We will not exceed the estimated budget amount without prior notification. Koury provides monthly budget updates via email and with your invoice at no extra charge. We submit for your consideration our estimated budget in the amount of \$137,807.00.

### SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services within the construction schedule. We request at least 24-hours advance notice prior to the time of our services, in order to meet the project needs. However, we will make every attempt to provide personnel, providing the personnel are available, for last minute requests for an expedited fee.

Attached is our Koury Contact Listing, which provides you with our dispatch office hours, specific information required to schedule inspections, and contact telephone numbers. Please provide this listing to your authorized field representative.

### CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.

Please do not hesitate to contact Nicole Miller, Business Development Manager, at (909) 606-6111 ext. 206 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

Nicole Miller

Business Development Manager

NicoleM@kouryengineering.com

www.kouryengineering.com



**Sand Canyon Office Building**

**18-0788**

**How to Request an Inspection**

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial (909) 606-6111, and choose option 2. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. **18-0788**
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

**Koury Engineering Contact Numbers**

Contact	Phone Number
<b>Corporate Office</b>	(909) 606-6111 - Tel (909) 606-6555 - Fax
<b>Dispatch Department</b> 24-Hour Emergency Dispatch	(909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
<b>Material Testing Laboratory</b> Mike Boice, Lab Manager	(909) 606-6111 ext 601
<b>Operations</b> Raymond Roblero, Executive Operations Manager Armen Gaprelian PE, GE, Managing Engineer	(909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
<b>QA/QC</b> Mike Boice   Raymond Roblero	(909) 606-6111 ext 601 or ext 402
<b>Geotechnical Engineering</b> Jacques B. Roy, PE, GE	(909) 606-6111 ext 706
<b>Accounts Receivable</b> Andria Lopez, AR Supervisor	(909) 606-6111 ext 802
<b>Business Development Manager</b> Nicole Miller	(909) 606-6111 ext 206 (310) 363-1586- Mobile



**Sand Canyon Office Building**

18-0788

**Sand Canyon Office Building: Proposal Prepared Using Plan 07/13/2018**

Description	Qty	Unit	Rate	Amount
<b>Materials Inspection</b>				
Concrete - Footings/SOG/Panels/Flatworks (Includes Rebar Inspection)	580	Hourly	\$ 87.00	\$ 50,460.00
Welding - Panels	112	Hourly	\$ 87.00	\$ 9,744.00
Structural Steel Erection - Welding & Bolting	400	Hourly	\$ 87.00	\$ 34,800.00
Non-Destructive Testing	96	Hourly	\$ 115.00	\$ 11,040.00
<b>TOTAL ESTIMATED INSPECTION FEES</b>				<b>\$ 106,044.00</b>

<b>Laboratory Materials Testing</b>				
Concrete Cylinder Compression Tests	564	Sample	\$ 22.00	\$ 12,408.00
Non-Shrink Grout Compression Tests	15	Sample	\$ 22.00	\$ 330.00
Non-Shrink Grout Mold	5	Per Day	\$ 25.00	\$ 125.00
Rebar Bend & Tensile Tests	150	Sample	\$ 55.00	\$ 8,250.00
Bolt / Nut / Washer Hardness	21	Ea. Pc	\$ 45.00	\$ 945.00
Bolt Tensile Test	7	Sample	\$ 55.00	\$ 385.00
Bolt Proof Test	7	Sample	\$ 45.00	\$ 315.00
Nut Proof Test	7	Sample	\$ 45.00	\$ 315.00
Pull Test Technician - Splay Wires & Epoxy Anchors, Etc.	16	Hourly	\$ 110.00	\$ 1,760.00
Torque Testing Technician	16	Hourly	\$ 110.00	\$ 1,760.00
<b>TOTAL ESTIMATED LABORATORY FEES</b>				<b>\$ 26,593.00</b>

<b>PROJECT COORDINATION</b>				
Final Material Compliance Report	1	Report		\$ 500.00
Senior Engineer	8	Hourly	\$ 180.00	\$ 1,440.00
Staff Engineer	8	Hourly	\$ 160.00	\$ 1,280.00
Project Manager - Field Supervisor	10	Hourly	\$ 120.00	\$ 1,200.00
Admin	10	Hourly	\$ 75.00	\$ 750.00
<b>TOTAL PROJECT COORDINATION FEES</b>				<b>\$ 5,170.00</b>

Task Summary and Total Estimated Fees	
Material Inspection Fees	\$ 106,044.00
Laboratory Testing Fees	\$ 26,593.00
Project Coordination	\$ 5,170.00
<b>\$ 137,807.00</b>	

ADDITIONAL SERVICES AVAILABLE AS NEEDED	(NOT IN TOTAL)
Interim Final Grading Report	TBD Report \$ 1,250.00
Interim Final Material Report	TBD Report \$ 250.00
Floor Flatness Testing (Per 10,000 SF)	TBD Each \$ 600.00
Mix Design Review	TBD Mix \$ 150.00
Steel Fabrication Shop	TBD Hourly \$ 40.00



# MASTER SCHEDULE OF FEES

## Prevailing Wage

### INSPECTORS

Materials Inspector	(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)	\$	87.00	Per Hour
Building Inspector	(Wood Construction)	\$	97.00	Per Hour
Building Inspector	(MEP)	\$	97.00	Per Hour
Specialty Inspector	(Glu-Lam Beams/Trusses at Fab Shop/Med Gas/Add. Specialty Inspections)	\$	Quote	Per Hour
Soils Inspector	(Soils, Asphalt, Piles)	\$	87.00	Per Hour
Soils Inspector	(LA Deputy Grading Inspector)	\$	95.00	Per Hour
Nuclear Gauge Equipment		\$	35.00	Per Day
Soils Inspector Mileage		\$	0.54	Per Mile
Soils Inspector Travel Time (portal to portal)				Equal to Rate of Service

### NON-DESTRUCTIVE TESTING AND ADDITIONAL SERVICES

Lab Technician - 1 man & equipment	(Torque, Pull, Pachometer, Schmidt Hammer, Coring)	\$	110.00	Per Hour
Asst. Lab Technician		\$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT		\$	95.00	Per Hour
Ground Penetrating Radar – Technician		\$	250.00	Per Hour
Utility Locating – Technician		\$	175.00	Per Hour
Asst. Technician - (GPR and Utility Locating)		\$	110.00	Per Hour
Radiography Technician		\$	95.00	Per Hour
Radiography Truck		\$	195.00	Per Shift
Radiography Film		\$	0.15	Per Sq/In
Non-Destructive Testing: Couplant and Dye Penetrant		\$	60.00	Per gallon
Parking (if necessary)		\$		Cost Plus 20%
Travel Time		\$		Equal to Rate of Service
Mileage		\$	0.75	Per Mile

### FIELD EQUIPMENT CHARGE AND CONSUMABLES

Equipment - Torque Wrench		\$	65.00	Per Day
Equipment - Skidmore Bolt Tension Calibrator		\$	150.00	Per Day
Equipment - Skidmore Bolt Tension Indicator		\$	65.00	Per Day
Equipment - Multiplier		\$	15.00	Per Day
Equipment – Schmidt Hammer		\$	40.00	Per Day
Equipment – Dry Film Thickness Gauge		\$	40.00	Per Day
Equipment – Non-Shrink Grout Mold 2" Cube		\$	25.00	Per Day
Equipment – Slab Moisture Test Kit (Per Kit)		\$	35.00	Per Day
Equipment – Tile Test Kit (Per Kit)		\$	35.00	Per Day
Equipment – Unit Weight Kit: scale, bucket, plate, mallet, rod		\$	20.00	Per Day
Equipment – Air-Entrainment		\$	20.00	Per Day
Equipment – Windsor Probe		\$	15.00	Per Day
Equipment – Truck Charge		\$	55.00	Per Day
Equipment – Epoch		\$	Quote	Per Day
Equipment – Coring		\$	Quote	Per Day
Equipment - Relative Humidity Probes		\$	55.00	Per Probe
Isotope Depletion 314		\$	18.00	Each
Hazardous Waste Disposal		\$	15.00	Each

### LABORATORY HOURS AND TESTING SERVICES

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday. Break results available at 8:00 a.m.  
 Additional charges will be made for off-hours, weekends or holidays as follows:

Off-hour Laboratory Operations per hour		\$	500.00	Per Hour
Saturday Laboratory Operations per hour		\$	500.00	Per Hour
Sunday or Holiday Laboratory Operations per hour		\$	750.00	Per Hour
Pick Up Sample Trip Charge (2 hour minimum)		\$	50.00	Per Hour
After Hours Pick Up Sample Trip Charge		\$	100.00	Per Hour

**ASTM Physical Characteristics**

**SOIL AND AGGREGATE**

C29	Unit Weight.....	\$	45.00	Each
D4829	Expansion Index .....	\$	95.00	Each
C117, D1140	#200 Wash .....	\$	50.00	Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve) .....	\$	85.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined .....	\$	185.00	Each
D4318	Atterberg Limits .....	\$	110.00	Each
D2435	Consolidation .....	\$	125.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three) .....	\$	75.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate).....	\$	65.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate).....	\$	95.00	Each
D854	Specific Gravity (Soil).....	\$	95.00	Each
D2216	Moisture Content.....	\$	15.00	Each
D2216	Moisture Content Quick #200 .....	\$	30.00	Each
D3080	Direct Shear (3 Points).....	\$	200.00	Each
D3080	Direct Shear Remolded sample (3 points) .....	\$	280.00	Each
D1557-A,B	Maximum Density .....	\$	135.00	Each
D1557-C	Maximum Density .....	\$	145.00	Each
D2844, CTM 301	R-Value (3 Points).....	\$	300.00	Each
CTM 229	Durability Index (coarse & fine).....	\$	250.00	Each
CTM 229	Durability Index (coarse OR fine).....	\$	150.00	Each
C142	Clay Lumps & Friable Particles.....	\$	120.00	Each
D3744, CT 229	Durability Index for Coarse Aggregates .....	\$	150.00	Each

**CHEMICAL PROPERTIES**

CTM 643	Resistivity .....	\$	75.00	Each
CTM 643	pH .....	\$	50.00	Each
CTM 417	Sulphate .....	\$	60.00	Each
CTM 422	Chloride.....	\$	60.00	Each
CTM 643, 417, 422	Corrosivity Series.....	\$	185.00	Each

**ASPHALT CONCRETE**

C192	Review of Existing Mix Design.....	\$	150.00	Each
D136	Gradation of Extracted Sample.....	\$	70.00	Each
D1188	Unit Weight – Molded Specimen or Cores.....	\$	45.00	Each
D2726, D6926	Compacted Maximum Density – MARSHALL.....	\$	175.00	Each
D5581	Field Mix – Marshall – Stability Per Point.....		Quote	

**CONCRETE**

C39	Concrete Cylinders Compression Test (6" x 12") .....	\$	22.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity) .....	\$	350.00	Each
C495	Lightweight Fill Concrete (3" x 6") .....	\$	22.00	Each
C42	Concrete Cores, 6" Max. Diameter, Includes Core Trim .....	\$	35.00	Each
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim .....	\$	35.00	Each
C42	Guniting Cores, 6" Max. Diameter, Including Core Trim .....	\$	35.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days).....	\$	250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete .....	\$	35.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry).....	\$	100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete.....	\$	150.00	Each
C684	Rapid Cure Concrete Cylinders (Boli Method).....	\$	40.00	Each
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days) .....	\$	250.00	Set
C495	Lightweight Fill Concrete Density.....	\$	35.00	Each
C138	Density (Unit Weight) of Concrete.....	\$	30.00	Each Set
C173	Air Entrainment Test (Volumetric Method).....	\$	35.00	Each Set
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate).....	\$	35.00	Each Set
C78	Flexure Test 6" x 6" Beams .....	\$	85.00	Each
C496	Splitting Tensile 6" x 12" Cylinders .....	\$	85.00	Each
F1869	Measuring Moisture Vapor Emission Rate .....	\$	35.00	Each
F2170	Relative Humidity Probe.....	\$	55.00	Each
A615	Chemical Analysis.....	\$	300.00	Each
F2170	Relative Humidity .....	\$	55.00	Each
C42	In Laboratory Core Cutting.....	\$	50.00	Each

**MASONRY**

**BLOCK**

C780	Mortar Cylinders (2" x 4").....	\$	22.00	Each
C109	Mortar Cubes (2" x 2").....	\$	22.00	Each
C1019	Grout Prisms (3" x 6") .....	\$	22.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test ≤8" x 8" x 16".....	\$	95.00	Each

C1314	Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 16" .....	\$	120.00	Each
C140	Moisture Content as Received each .....	\$	50.00	Each
C140	Absorption, 3 Required .....	\$	40.00	Each
C140	Measurements .....	\$	30.00	Each
C140	Compression ≤8" x 8" x 16", Qty 3 Required .....	\$	45.00	Each
C140	Compression >8" x 8" x 16" Qty 3 Required .....	\$	55.00	Each
C426	Linear Shrinkage, Qty 3 Required.....	\$	80.00	Each
C42	Masonry Core – Compression .....	\$	55.00	Each
C42	Masonry Core – Shear.....	\$	75.00	Each
C42	In Laboratory Core Cutting.....	\$	50.00	Each
<b>BRICK</b>				
C67	Compression.....	\$	40.00	Each
C67	Modulus of Rupture.....	\$	50.00	Each
C67	Absorption, Soak.....	\$	30.00	Each
C67	Absorption, Boil.....	\$	30.00	Each
C67	Absorption, Saturation Coefficient .....	\$	40.00	Each
C67	Initial Rate of Absorption .....	\$	40.00	Each
C67	Efflorescence .....	\$	55.00	Each
C67	Efflorescence with Mortar .....	\$	65.00	Each
<b>STEEL REINFORCING</b>				
A615/A706	Tensile No. 8 Bar and Smaller .....	\$	55.00	Each
A615/A706	Tensile No. 9 To 11 Bar .....	\$	55.00	Each
A615/A706	Tensile No. 14 Bar.....	\$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller.....	\$	55.00	Each
A615/A706	Bend Test No. 9 To 11 Bar .....	\$	55.00	Each
A615/A706	Bend No.14 Bar .....	\$	70.00	Each
A615/A706	Bend / Tensile Test No. 18 .....	\$	250.00	Each
A706	Chemical Analysis.....	\$	300.00	Each
A615/A706	Deformation Compliance .....	\$	55.00	Each
A615/A706	Cut To Size (for testing).....	\$	10.00	Each
<b>STEEL COUPLED WELDED REINFORCING</b>				
A615/A706	Tensile No. 8 Bar and Smaller .....	\$	70.00	Each
A615/A706	Tensile No. 9 To 11 Bar .....	\$	80.00	Each
A615/A706	Tensile No. 14 Bar.....	\$	100.00	Each
A615/A706	Tensile No. 18 Bar.....	\$	275.00	Each
<b>STRUCTURAL STEEL</b>				
A370/F606	Bolt Tensile Test .....	\$	55.00	Each
A370/F606	Bolt Proof Test.....	\$	45.00	Each
A370/F606	Nut Proof Test .....	\$	45.00	Each
A370/F606	Nelson Stud Tensile Test.....	\$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed sheet metal) .....	\$	135.00	Each
E10	Brinell Hardness Test.....	\$	45.00	Each
E18	Rockwell Hardness Test.....	\$	45.00	Each
A370/F606	Coupon Tensile Test.....	\$	40.00	Each
A370/F606	Coupon Bend Test.....	\$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test.....	\$	45.00	Ea. Pc
A90	Metal Deck Coating.....	\$	115.00	Each
A370/F606	Machining & Preparation of Samples.....	\$	40.00	Each
<b>PRESTRESS</b>				
A416	Prestressed Strand (Yield / Tensile).....	\$	125.00	Each
	Sample Preparation (Grease Removal).....	\$	15.00	Each
<b>FIREPROOFING</b>				
UBC 43-8	Oven Dry Density.....	\$	45.00	Each
UBC 43-8	Adhesive/Cohesion Testing.....	\$	45.00	Each
<b>ROOFING</b>				
UBC 32-12	Tiles (Breaking Strength / Absorption) .....	\$	60.00	Each
	Mineral Shake – Flexural .....	\$	40.00	Each
	Mineral Shake – Absorption.....	\$	30.00	Each
	Tagging, Material Id and Sampling Tiles .....	\$	70.00	Per Hour
	Final Laboratory Roof/Tile Material Affidavit Report.....	\$	300.00	Each

**FLOOR FLATNESS**

*Price Includes 1 technician and equipment*

Floor Flatness (Under 10,000 ft) .....	\$	Quotation
Floor Flatness Final Report .....	\$	200.00 Each
Additional Technician (if necessary) .....	\$	95.00 Per Hour

**WELD PROCEDURE AND WELDER QUALIFICATIONS**

Review Existing Welding Procedure Specification (WPS) report .....	\$	150.00 Each
Review Welding Procedure Qualification (PQR) report .....	\$	150.00 Each
Observe Welder Qualification (AWS/CWI) .....	See Materials	Inspector Rate
Weld Tensile Test Plate (1-inch thick or less) .....	\$	80.00 Each
Weld Bend Test Plate (1-inch thick or less) .....	\$	55.00 Each
Weld Macro Etch Plate (1-inch thick or less) .....	\$	70.00 Each
Weld Tensile Test Rebar #3 through #9 .....	\$	90.00 Each
Weld Macro Etch Rebar #3 through #9 .....	\$	70.00 Each
Weld Tensile Test Rebar #10 through #14 .....	\$	125.00 Each
Weld Macro Etch Rebar #10 through #14 .....	\$	110.00 Each
Weld Tensile Test Rebar #18 .....	\$	275.00 Each
Weld Macro Etch Rebar #18 .....	\$	180.00 Each
X-Ray Plate or Rebar in Laboratory (1-inch thick or less) .....	\$	150.00 Each

**ENGINEERING AND PROFESSIONAL SERVICES**

Senior Engineer/ Senior Geologist .....	\$	180.00 Per Hour
Staff Engineer/Geologist .....	\$	160.00 Per Hour
Project Manager / Field Supervisor .....	\$	120.00 Per Hour
Administration .....	\$	75.00 Per Hour
Drafter .....	\$	85.00 Per Hour
Test Technicians Lab – Materials .....	\$	85.00 Per Hour
Certified Payroll .....	\$	75.00 Per Week
Court Appearance (4-Hour Minimum) .....	\$	350.00 Per Hour
Preparation for Court, Consultation (in our Office) .....	\$	250.00 Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum) .....	\$	250.00 Per Hour
Expert Witness Testimony (Corporate Officers and Engineers) .....	Quotation	
Deposition (portal to Portal, 4-Hour Minimum) .....	\$	275.00 Per Hour

**REPORTS**

Final Materials Compliance Report .....	\$	500.00 Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects) .....	\$	500.00 Each
Final Special Inspection Verified Report (SIVR) DSA-292 (Required for DSA Projects) .....	\$	100.00 Each
Interim Report from Engineer .....	\$	500.00 Each
Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result) .....	\$	150.00 Each
Review of Existing Mix Design, Determination of Proportions (Same Day Result) .....	\$	300.00 Each
Report for Special Services / Off Site Testing .....	\$	200.00 Each
Final Grading / Compaction Report (Comprehensive) .....	\$	2,500.00 Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects) .....	\$	1,000.00 Each
Pad Certificate Report .....	\$	1,500.00 Each
Utility Trench Compaction Report .....	\$	2,500.00 Each
Wall Backfill Report .....	\$	1,500.00 Each
Monthly Interim In-Grading Report .....	\$	1,000.00 Each
Pile/Shoring Monitoring Report .....	\$	2,000.00 Each
Plan Review (Grading/ Foundation) .....	\$	1,000.00 Each
Extra Stamped Reports .....	\$	150.00 Each

**MINIMUM HOURLY CHARGES**

Minimum charges will apply for 2, 4 & 8 hour blocks defined as follows:

- 2-hour minimum: Inspector shows up, no work requested or performed
- 4-hour minimum: 1 to 4 hours.
- 8-hour minimum: Work over 4 hours.

*Note: Less than 24-hour call-out notice may necessitate premium charges.*



## Charges For Service and Contract Terms Prevailing Wage Projects

The charges for services and General Terms and Conditions set forth below will govern the provision of services and will constitute the contract terms between the Owner or Owner's Representative (Client) and Koury Engineering and Testing, Inc (KET) unless the Client and KET have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall control.

### 1. Anticipated Costs

- 1.1. KET estimates a budget to assist the client with code required inspections and testing based upon information provided by the client. KET's ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and assertiveness of client's management staff.
- 1.2. Project actual budget totals may vary. Estimated budget hours are based on 40 hours a week, 8 hours a day, Monday-Friday. Client shall monitor the percentage of work remaining to assure inspections and testing is not greater than the estimated budget and adjusts the contractor's labor and scheduling to maintain the work completion schedule.
- 1.3. A call scheduling inspection and testing beyond KET's estimated budget is deemed acceptance that Client will pay for additional services beyond KET's estimated budget.
- 1.4. Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by KET are NOT "guaranteed maximums," "lump sums;" or "not-to-exceed totals". Client will be invoiced for all work performed and only for work performed based on KET's working conditions and hours as an attachment to their contract.
- 1.5. Client recognizes, if shop steel fabrication service is required, KET's estimate of hours, unless otherwise noted, is for one steel fabrication facility only.
- 1.6. Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential for shop steel inspection are NOT included in KET's proposal.

### 2. Minimum Charges

- 2.1. 2-hour minimum: Inspector shows up; no work requested or performed.
- 2.2. 4-hour minimum: 1 to 4 hours.
- 2.3. 8-hour minimum: Work over 4 hours.
- 2.4. NOTE: Less than 24 hour call-out notice may necessitate premium charges.

### 3. Working Hours

- 3.1. Regular Time: First 8 hours, Monday-Friday
- 3.2. Time and One-Half Hours: Hours over 8 -12 Monday-Friday, and first 12 Hours on Saturday; Double Time: All hours worked after 12, Monday-Saturday, Sunday, and Holidays.
- 3.3. KET observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- 3.4. Overtime hours shall be billed in one hour increments. One half (.5) hour of overtime is billed as one (1) hour of overtime.
- 3.5. NOTE: Day shift hours are between 5:00am and 5:00pm.

### 4. Shift Differential

- 4.1. Second (Swing Shift)-Eight (8) hours will be charged for 7.5 hours worked. Time worked in excess of 7.5 hours will be billed at time and one-half rate.
- 4.2. Third (Graveyard Shift)-Eight (8) hours will be charged for 7 hours worked. Time worked in excess of 7 hours will be billed at time and one-half times the hourly rate.

### 5. Travel Time and Mileage

- 5.1. Travel time costs for soil monitoring and soil technicians will be invoiced at regular contracted billing rate.
- 5.2. Mileage costs for soil monitoring and soil technicians will be invoiced at \$0.54 per mile.
- 5.3. Portal-to-Portal travel time and mileage costs will apply for Engineers, Site Supervisors, Technicians (including Utility Locating and NDT) and Consultants at the contracted billing rate, mileage will be invoiced at \$0.54 per mile. Portal-to-Portal is recognized as KET's office to work site and return.
- 5.4. ~~EXCLUDED - Projects within a 50-mile radius- Travel time costs for material inspectors/technicians will be invoiced at regular contracted billing rate.~~
- 5.5. For projects within a 100 mile radius: mileage costs for material inspectors/technicians will be invoiced at \$0.54 per mile after the first 50 miles. For projects in excess of 100 miles from a KET office, travel time and mileage will be charged in addition to hours worked from KET's closest office.

### 6. Scheduling and Cancellations

- 6.1. A 24-hour notice is required when scheduling an inspection or technician. If same day scheduling or scheduling after 2:00pm the preceding day is requested, a premium expedite fee of \$75 per inspector or technician will apply.
- 6.2. If inspection service is not canceled with KET's dispatch department by 2:00pm for the next day for ICC, LA City or LA County jurisdictions, a premium cancellation fee will apply at the rate of \$75 per inspector or technician.

February 11, 2019

Prepared by: S. Toland/R. Mori

Submitted by: K. Burton

Approved by: Paul A. Cook 

## CONSENT CALENDAR

### NEWPORT COAST LIFT STATION REHABILITATION BUDGET INCREASE AND BID REJECTION

#### SUMMARY:

The Newport Coast Lift Station Rehabilitation project is nearing completion, and the District's contractor Pacific Hydrotech Corporation is working on final construction activities and punch list items. To improve the aesthetics of the site and to maximize the screening of the newly-constructed facilities from public view, staff planned to proceed with a separate landscaping contract immediately upon completion of construction activities. Staff opened bids for the landscaping contract on January 31, 2019, and only one of the five invited bidders submitted a bid. The bid, submitted by Tropical Plaza in the amount of \$183,000, was significantly higher than the engineer's estimate of \$108,630. A budget increase is requested to fund various change orders throughout the project and the future landscaping contract that will be re-bid in the coming weeks. Staff recommends that the Board:

- Authorize a budget increase in the amount of \$274,000, from \$2,654,600 to \$2,928,600, and
- Reject the bid received for the Newport Coast Lift Station Landscape project and authorize staff to re-bid the project after revising the project documents.

#### BACKGROUND:

The Newport Coast Lift Station Rehabilitation project includes construction of approximately 3,000 feet of cured-in-place pipe rehabilitation of the existing ductile iron force main, an enclosed stairwell to access the drywell, and an electrical and odor control building with new electrical and instrumentation, odor control, and ventilation equipment. A temporary by-pass pumping system was required to maintain continuous operation of the existing facilities throughout the construction period. The lift station was returned to full service in December 2018, while the contractor continued to complete remaining construction activities including site pavement restoration, site clean-up, and final painting activities. To improve the aesthetics of the site and to maximize the screening of the newly-constructed facilities from public view, staff planned to proceed with a separate landscaping contract immediately upon completion of construction activities.

#### Rejection of Bid:

Staff approved the construction plans for the Newport Coast Lift Station Landscape project in December 2018 and advertised the project to a select bidders list of five landscape contractors on January 8, 2019. The bid opening was held on January 31, 2019 with only one bid received from Tropical Plaza Nursery in the amount of \$183,000. The engineer's estimate was \$108,630, and the bid summary is attached as Exhibit "A". The design includes an abundance of hedges, shrubs, and mature trees, including three 60-inch box African Sumacs, to provide immediate

screening of the site and the new facilities. The design also includes a new recycled water service with meter to convert the existing site irrigation from domestic water to recycled water service. After reviewing the bid, staff determined that the installation of the 60-inch boxed trees and the new recycled water service were the primary drivers for the unanticipated additional cost above the engineer’s estimate. Staff recommends rejection of the bid and authorization to re-bid the project after staff revises the project documents.

FISCAL IMPACTS:

Projects 05470 and 06400 are included in the FY 2018-19 Capital Budget. A budget increase for Project 06400 to fund various change orders throughout the construction period and the upcoming landscaping contract is required as shown in the following table:

Project No.	Current Budget	Addition <Reduction>	Total Budget
05470	\$2,135,500	\$0	\$2,135,500
06400	\$2,654,600	\$274,000	\$2,928,600
	\$4,790,100	\$274,000	\$5,064,100

ENVIRONMENTAL COMPLIANCE:

This project is categorically exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15301, which provides exclusion for minor alteration of public facilities; Section 15303, which provides for the construction of small new facilities in small structures to serve water mains, sewage and other utility extensions, including street improvements of reasonable length to serve such construction; and Statutory Exemption 15282, which provides for the installation of a new pipeline that does not exceed one mile (more than 5,210 feet) in length. A Notice of Exemption for the project was filed with the County of Orange on October 29, 2015.

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE A BUDGET INCREASE IN THE AMOUNT OF \$274,000, FROM \$2,654,600 TO \$2,928,600, FOR PROJECT 06400, REJECT THE BID RECEIVED FOR THE NEWPORT COAST LIFT STATION LANDSCAPE PROJECT, AND AUTHORIZE STAFF TO RE-BID THE LANDSCAPE PROJECT AFTER REVISING THE PROJECT DOCUMENTS.

LIST OF EXHIBITS:

Exhibit “A” – Newport Coast Lift Station Landscape Bid Summary

## EXHIBIT "A"

Bid Opening: Thursday, January 31, 2019 @ 2:00 p.m.

Irvine Ranch Water District Bid Summary For  
Newport Coast Lift Station Landscaping  
PR 06400

Entered By: L. Gates

				Engineer's Estimate		1 Tropical Plaza Nursery, Inc. Villa Park, CA	
Item No.	Description	Qty	Unit	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, Demobilization, & Clean up	1	LS	\$3,975.00	\$3,975.00	\$13,000.00	\$13,000.00
2	Bonds & Insurance	1	LS	\$1,086.30	\$1,086.30	\$3,500.00	\$3,500.00
3	Start-up, testing, trouble-shooting, calibration, and irrigation system demonstration	1	LS	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
4	Complete landscape irrigation system including controller with enclosure, master valves, remote control valves, underground boxes, ball valves, quick couplers, PVC class 315 mainline, schedule 40 lateral lines, spray & pop-up heads, tree bubblers & any work to insure efficient & uniform distribution as shown on Contract Documents.	1	LS	\$41,998.35	\$41,998.35	\$70,200.00	\$70,200.00
5	Complete landscape planting as shown on the Contract Documents, including but not limited to fine grading, soil preparation, planting of trees, shrubs, groundcover, plants, guying and staking trees, clearing and grubbing of entire site, and weed abatement. Contract specified trees and plants are to be provided by Shadetree Partnership. Contractor is responsible for transporting the trees and plants from Shadetree Partnership nursery to Newport Coast Lift Station job site and obtaining other specified trees and plants to complete the project	1	LS	\$41,640.35	\$41,640.35	\$80,500.00	\$80,500.00
6	Operation & Maintenance Manuals, Record Drawings and Warranties	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
7	Trench & Project Safety Measures	1	LS	\$3,400.00	\$3,400.00	\$4,800.00	\$4,800.00
8	One-Year Service Maintenance Agreement. The service agreement will be executed 35 days after the filing of the Notice of Completion	1	LS	\$10,530.00	\$10,530.00	\$6,000.00	\$6,000.00
Subtotal							\$183,000.00
Adjustment (+ or -)							\$0.00
<b>TOTAL AMOUNT OF BID</b>					<b>\$108,630.00</b>		<b>\$183,000.00</b>
						<b>Subcontractors:</b>	
						Crane - Bragg Crane Service	

February 11, 2019

Prepared by: Tony Mossbarger

Submitted by: Cheryl Clary

Approved by: Paul A. Cook 

## ACTION CALENDAR

### CYBERSECURITY RISK MANAGEMENT ASSESSMENT PROFESSIONAL SERVICES CONTRACT AWARD

#### SUMMARY:

One of IRWD's strategic goals is to assess the District's overall cybersecurity risk profile for IRWD's information technology environment. The first step is to establish a baseline by conducting an overall independent Cybersecurity Risk Management Assessment and then developing a framework to ensure best practices. Staff issued a Request for Proposal for consulting services to perform the Cybersecurity Risk Management Assessment. Based on a thorough evaluation of the proposals, staff recommends that the Board authorize the General Manager to execute a Professional Services Agreement with Tevora in the amount of \$178,200.

#### BACKGROUND:

Cybersecurity involves dealing with a constantly evolving nature of security risk. The process of keeping up with new technologies, security trends and threat intelligence is a challenging task but necessary in order to protect information and other assets from cyber threats. Advisory organizations such as the National Institute of Standards and Technology (NIST) have recently issued guidelines and are promoting a more proactive approach of continuous monitoring and real-time assessments.

One of IRWD's strategic goals is to assess the District's overall cybersecurity risk profile and establish a program and practices to minimize risk. This includes establishing an overall plan for addressing cybersecurity awareness, education, response and prevention. The first step to implementing the strategy is to conduct an independent risk assessment. The scope of the assessment includes:

- Assessment of IRWD's Information Security Risk Management;
- Development of Information Security Practices and Standards;
- Development of Cybersecurity Incident Response Practices and Procedures; and
- Presenting assessment findings and recommendations in a final report.

The assessment will cover IRWD's Enterprise Information Technology and SCADA (System Control and Data Acquisition) systems and will include a review of systems and data availability under service outage scenarios and provide recommendations to improve reliability. Additionally, a SCADA network security assessment that identifies vulnerabilities at a point in time will be performed.

Consultant Selection:

A Request for Proposal was issued in September 2018 to five consultants with experience performing Cybersecurity Risk Management Assessments: Lewis Brisbois/Alvarez & Marsal, MossAdams, NovaCoast, Performance Technology Partners, and Tevora. All five of the consultants submitted proposals. Staff reviewed and ranked the proposals and selected the top three for interviews: MossAdams, Performance Technology Partners, and Tevora. After conducting interviews, staff updated the rankings, as shown in the Consultant Selection Matrix attached as Exhibit "A".

Based on the interviews and the proposal rankings, staff believes that Tevora has the best understanding of the Cybersecurity Risk Management Assessment project. Staff also believes that Tevora has the most experienced project team, submitted an optimal project schedule, and is the most capable of conducting a comprehensive assessment.

Staff recommends awarding a Professional Service Agreement to Tevora in the amount of \$178,200. Tevora's proposal is attached as Exhibit "B".

FISCAL IMPACTS:

Funds for the Cybersecurity Risk Management Assessment are included in the FY 2018-19 Operating Budget.

ENVIRONMENTAL COMPLIANCE:

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3, Section 15378

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on February 5, 2019.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TEVORA AMOUNT OF \$178,200.

LIST OF EXHIBITS:

Exhibit "A" – Tevora Statement of Work and Fee Proposal  
Exhibit "B" – Consultant Evaluation Matrix

Exhibit "A"



**Irvine Ranch Water District**  
**2018 Cybersecurity Risk Management RFP**

**PROPOSAL FOR SERVICES**

**Submission by:**

**Tevora Business Solutions Inc.**

**November 13, 2018**

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Work Plan

2018 Cybersecurity Risk Assessment

1. Services

1.1 Service Description: Tevora will provide the following services to Client (“Services”):

- Information Security Risk Management Assessment
- Information Security Practices and Standards Development
- Cybersecurity Incident Response Practices and Procedures Development
- Internal Penetration Testing
- External Penetration Testing

1.2 Timeline

The initial high-level timeline for the service(s) is reflected in the table below. Some of the work may be completed concurrently. This timeline reflects total effort in man days/weeks. The actual project completion time frame is dependent on timely decisions, remediation and approvals, when appropriate, by Client’s management/Project Sponsor.

Service(s)	Estimated Effort
1) Information Security Risk Management Assessment	8.5 weeks
2) Information Security Practices and Standards Development	3 weeks
3) Cybersecurity Incident Response Practices and Procedures Development	2 weeks
4) Internal Penetration Testing	1 week
5) External Penetration Testing	3 days

1.3 Service Locations, Hours and Travel:

- i) Main client service operations are out of one (1) domestic location in Irvine, CA.
- ii) Tevora and Client anticipate that the professional services will be provided from both Tevora offices and Client offices. Project work to be performed at the Client facility(s) shall be performed during normal business hours: Monday through Thursday 8:00AM to 5:00PM and Friday 8:00AM to 1:00PM local time, excluding holidays.
- iii) Where possible, work will be performed offsite to reduce travel expenses.

2. Parties’ Obligations

2.1 Tevora’s Obligations:



- i) Prior to commencement of any services, Tevora will provide Client notice of all personnel that Tevora intends to use in its performance of the Services, and Client will have the right to approve or disapprove which proposed individuals are staffed for such services. Additionally, any changes to Tevora staff assignment must be agreed upon by Client prior to changes taking effect.
- ii) Whenever possible, Tevora will use previously created material to reduce effort.

## 2.2 Client's Obligations:

- i) Client will provide adequate access to systems and personnel as required to perform the project objectives. This includes all network diagrams, documentation, policies, systems, network access, support staff, administrative staff and executive staff needed to complete the objectives of this SOW. Tevora cannot be held responsible for analysis of applications, systems, and networks to which Tevora has not been given access to.
- ii) Client will provide necessary workspace and equipment to conduct onsite work, including (but not limited to) desk space, telephone, printer access, Project Management Tools access and conference room access as needed.
- iii) Client will give Tevora a minimum of three (3) weeks' notice for onsite resource scheduling requests

## 3. Project Approach and Deliverables

### 3.1. Information Security Risk Management Assessment

This project will focus on conducting an Information Security Risk Management Assessment against all IT and Security systems (including SCADA) and processes to identify the risks that may impact the security or objectives of the organization. The risk assessment will leverage the NIST 800-30 framework, NIST CyberSecurity Standard and HydraRisk Model for risk decisioning. Activities will include:

- Identification of project stakeholders, key client programs and business units to be included in the risk assessment process
- Interviews with key stakeholders and staff within IT and Information Security, and other business areas, to identify any objectives that may impact security and handling of PII (Personally Identifiable Information) and Intellectual Property (IP)
- Identification of the following:
  - All legal, regulatory and standard requirements applicable to the business
  - Outsourced security tools (up to 3) to be included in the risk assessment process
  - Internally managed security tools (up to 10) to be included in the risk assessment process
  - Outsourced and shadow IT security processes
- Identification of strategic business objectives that may impact the Client environment. Including:
  - Cloud transition
  - Mobile expansion

- Cyber Security trends and standards (NIST CyberSecurity Framework)
- Data sharing or market research
- Data loss prevention for cardholder information or intellectual property (IP)
- Technical changes
- Planned expansions into other markets and regions
- Identification and classification of key assets within the Client's environment
- Evaluation of risks against the NIST Cyber Security Framework control categories, including:
  - Identify
  - Protect
  - Detect
  - Respond
  - Recover
- Identification and evaluation of process risks affecting organizations, including:
  - Emerging security trends that may affect the Client's environment
  - Service provider risk management and due diligence
  - Data movement throughout the organization
  - Access and authentication controls based on roles and function within the organization
  - Preventative and detective alerts and monitoring for security analytics
  - Incident management process, procedures and awareness
  - Effectiveness of the security awareness and training program
  - Security measurements and metrics reported and reviewed by management
  - Risk-based approach within Change Management and Control
- Review of the following security concepts to include:
  - Security Management
  - Security Responsibilities
  - Workforce Clearance/Termination Procedures
  - Authorization and Supervision of Access to PII and IP
  - Log-in Monitoring
  - Password Management
  - Security Incidents
  - Malware Protection
  - Security Awareness Training
  - Risk Management and Analysis
  - Vulnerability Assessment
  - Contingency Planning
  - Data Backup and Retention
  - Disaster Recovery Plan
  - Emergency Mode Operation Plan
  - Testing and Revision Procedures
  - Applications and Data Critical Analysis
  - Facility Access Controls
  - Facility Security Plan
  - Workstation Use/Security Policies and Practices

- Policies and Procedures for Device and Media Controls (Disposal/Reuse/Accountability)
- Technical Policies to manage PII and PCI access (User ID, Emergency Access, Auto Log-off, Encryption)
- Secure Transmission (Integrity and Encryption)
- Breach Notification Plan/Procedures
- Identification, measurement and evaluation of risk based on Client’s strategy and objectives
- Measurement of identified risks using the HydraRisk Model
- Root cause categorization of identified risks
- Creation of recommended risk remediation to accommodate scalability and re-use across other systems
- Assignment of owners to each risk treatment plan

**Documentation Objectives:**

Information Security Risk Management Training Sessions: Tevora will lead two (2) training sessions for up to twenty (20) Client participants. Sessions will focus on the importance, value, and responsibilities associated with implementing and supporting an effective information security risk management program

System Security Plan: documentation of system descriptions for information systems aligned to NIST 800-37

NIST 800-37 Common Security Control Report Gap: a report that includes an executive summary on findings, scope specification as it relates to the Client’s enterprise network, and a detailed report of gaps to include remediation recommendations aligned to NIST 800-37

Risk Management Program Procedure: documentation of a Risk Management Program procedure

Information Security Risk Assessment Report (internal client report): a report that outlines the identified risks that may impact the security and organizational objectives of the Client’s systems/data

Service	Documentation Objectives	Client	Tevora
Information Security Risk Management Assessment	Information Security Risk Management Training Sessions System Security Plan NIST 800-37 Common Security Control Report Gap Risk Management Program Procedure	Assist	Primary

	Information Security Risk Assessment Report		
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### 3.2. Information Security Practices and Standards Development

This portion of the project will focus on creating policies and their associated security procedures as identified during the gap analysis. Activities will include:

- Interviews with key stakeholders and subject matter experts to capture any IT and relevant business requirements, as needed
- Ensure content includes NIST 800-371 rv1 requirements
- Definition of the formal management review process for policies, processes and controls; including identification of policy owner, and the impact of any changes to existing or new federal, legal, privacy and standards requirements
- Standards may include:
  - Data Classification
  - Malware Protection
  - Laptop and Workstation Security
  - Configuration Management
  - Vulnerability Management
  - Secure Disposal of Data and Media
  - Security Incident Response Plan and Notification
  - Vendor and Third-Party Management
  - HR Security
  - Onboarding and Termination
  - Access Control and Monitoring
  - Training and Awareness
  - Secure Coding
  - Mobile Device Management

#### Key Project Considerations

- Policies and procedures will be aligned with the NIST 800-371 rv1
- The SCADA Network is in scope for this portion of the project

#### **Documentation Objectives:**

Practices and standards: a series of documents identified during the gap analysis portion of the project

Service	Documentation Objectives	Client	Tevora
Information Security Practices and Standards Development	NIST 800-371 rv1 Practices and Standards	Assist	Primary

### 3.3. Cybersecurity Incident Response Practices and Procedures Development

This portion of the project will focus on conducting a detailed analysis of Client's current incident response plans, technical controls, and procedures, to determine whether they adequately provide the required coverage to support an incident response investigation. The SCADA network is in scope Activities will include:

- **Project Kickoff**
  - Conduct a formal project kickoff call with Client and Tevora project teams
  - Direct engagement and setting of project expectations with all stakeholders
  - Identification of appropriate contacts for all project activities
- **Systems and Process Review**
  - Review of existing central log aggregation and retention tools, techniques, and procedures
  - Review of organizational hierarchy charts, and existing communication plan to better understand Client's current ability to detect, escalate, and respond to attacks
  - Development of RACI matrix to be used in case of incident or attack
  - Definition and testing of remote access capability for future incident response work
- **Control Review**
  - Comprehensive analysis of Client's existing capabilities to detect, respond to, and contain advanced attacks, triage indicators of attack, and respond to indicators of compromise
  - Interviews with key managers, team members, and technical leaders to identify Client's current ability to detect, analyze, escalate, respond to, and contain advanced attacks
- **Policy and Procedure Review**
  - In-depth review of all information security, information technology, business continuity, and disaster recovery policies and procedures
  - Thorough review of Client's current incident response policies and procedures to including:
    - Identification of incident decision makers
    - Internal department coordination factors
    - External coordination factors
    - Definition of roles and responsibilities
- **Benchmarking**
  - Establish information security control coverage and maturing baseline based on information security best practices and industry peers
- Provide an internal executive-level briefing to management team detailing the findings of the readiness assessment, recommendations to address any deficiencies, and if necessary, a roadmap to implement any recommendations

#### Key Project Considerations

- The SCADA Network is in scope

#### **Documentation Objectives:**

Cybersecurity Incident Response Practices and Procedures Report

Service	Documentation Objectives	Client	Contractor
Cybersecurity Incident Response Practices and Procedures Development	Cybersecurity Incident Response Practices and Procedures Report	Assist	Primary

### 3.4. Internal Penetration Testing

This portion of the project will focus on conducting an internal network penetration test to determine if current network security controls are vulnerable to actionable attacks from a malicious intruder that has gained access to the network either physically or virtually. This level of testing validates corporate security policy and development standards by identifying the resiliency of the internal network against determined intruders. Activities will include:

- Internal penetration testing from the Client’s office, or datacenter, covering production servers and network devices to include:
  - Credentialed and non-credentialed testing
  - Manual and automated testing and use of commercial and open source tools
  - Use of information captured in the previous tasks to validate vulnerabilities, test exploitation, and measure effectiveness of controls
  - Creative techniques to include business logic analysis and manual exploit creation
- Objectives based testing designed to identify and validate high risk vulnerabilities to include:
  - Privilege Escalation
  - Sensitive Data Access
  - Data exfiltration

#### Key Project Considerations

- Tevora will validate remediation of all internal penetration test findings, upon client request, and provide an Internal Penetration Test Report Addendum verifying that all findings have been remediated
- One (1) round of validation testing is included in scope. Validation testing will be scheduled when all findings have been remediated. Individual findings will not be tested at individual times
- The SCADA Network is in scope

#### **Deliverable:**

Internal Penetration Test Report: This report will include an executive summary of findings, documentation of all testing results, and classification of findings using the HydraRisk classification model. The report will also include exploit code examples and detailed remediation recommendations

Service	Deliverable	Client	Tevora
Internal Penetration Test	Internal Penetration Test Report	Assist	Primary

### 3.5. External Penetration Test

This portion of the project will focus on conducting an external network penetration test to determine the resiliency of the network perimeter against existing threats from remote Internet attackers. This is done by modeling all potential technical attack vectors with the goal of breaching the perimeter security and gaining unauthorized access to sensitive data. In addition to traditional direct attacks at the network, operating system and application level, certain Client-side tests will be conducted to determine the effectiveness of virus/malware screening systems, and e-mail proxies. Activities will include:

- External penetration testing from Tevora’s offices to simulate an untrusted network attack to include:
  - Credentialed and non-credentialed testing
  - Manual and automated testing and use of commercial and open source tools
  - Use of information captured in the previous tasks to validate vulnerabilities, test exploitation, and measure effectiveness of controls
  - Creative techniques to include business logic analysis and manual exploit creation
- Objectives based testing designed to identify and validate high risk vulnerabilities to include:
  - Privilege Escalation
  - Sensitive Data Access
  - Data exfiltration

#### Key Project Considerations

- Tevora will validate remediation of all external penetration test findings, upon client request, and provide an External Penetration Test Report Addendum verifying that all findings have been remediated
- One (1) round of validation testing is included in scope. Validation testing will be scheduled when all findings have been remediated. Individual findings will not be tested at individual times
- The SCADA network is in scope

#### **Deliverable:**

External Penetration Test Report: This report will include an executive summary of findings, documentation of all testing results, and classification of findings using the HydraRisk classification model. The report will also include exploit code examples and detailed remediation recommendations

Service	Deliverable	Client	Tevora
External Penetration Test	External Penetration Test Report	Assist	Primary

## 4. Pricing, Expenses and Requirements for Project Commencement

### 4.1 Pricing



This project plan is for work to be done on a time and materials basis not to exceed \$176,200 as outlined below.

Service	Deliverable(s)	Cost
1) Information Security Risk Management Assessment	• Information Security Risk Management Assessment Report	\$100,000
2) Information Security Practices and Standards Development	• NIST 800-371 rv1 Policies	\$35,000
3) Cybersecurity Incident Response Practices and Procedures Development	• Cybersecurity Incident Response Practices and Procedures Report	\$22,000
4) Internal Penetration Testing	• Internal Penetration Test Report	\$12,000
5) External Penetration Testing	• External Penetration Test Report	\$7,200
<b>Total:</b>		<b>\$176,200</b>

All pricing reflected in this SOW is valid for up to one (1) month from the SOW Effective Date. After such one (1) month period, Tevora reserves the right to change its fee.

#### 4.2 Payment Schedule

- i) The Consulting firm shall be paid for hourly work with a not to exceed maximum fee for services completed over the term of the Project. Monthly invoices are due to IRWD no later than the 15th of every month. The Consultant is required to submit a summary progress report with the monthly invoice. The one page report shall have a table identifying each task, subtask, budget, billed to date, amount remaining and percent complete.
- ii) Any fees for third party licenses or services (e.g., software licenses, etc.) not specifically referenced in this work plan are NOT included in these costs and will be paid in advance if required to commence work. Client will pay vendors directly for any such costs, although Tevora can assist in procurement as required.

### 5. Project Management

#### 5.1 Parties' Roles

Tevora and Client resources will work as a single team to produce timely and efficient deliverables, consisting of the following roles:

##### i) Tevora Roles

###### Project Lead

- Responsible for all deliverables
- Escalation point for all project issues
- Works with Project Sponsor to define vision, objectives, and delivery timelines
- Guides project team in the overall methodology and execution of project activities



## Technical Lead

- Leads and executes all strategic and tactical objectives for the project
- Interfaces with project stakeholders
- Main contributor for all deliverable documentation
- Provides support to the Client team as needed

## Project Manager

- Develops and maintains project plan and coordinates all parties
- Allocates resources, sets milestones, and identifies the critical project path
- Conducts regular meetings and provides updates on major milestone progress, budgets, and issue resolution

## ii) Client Roles

### Project Sponsor

- Working with Business Sponsors, sets overall vision, maintains authority over and responsibility for project, provides direction related to key decisions, addresses escalated issues, and ensures IT ownership
- Provide project closure approval

### Project Lead

- Ensures IT engagement and secures key IT, compliance, and business resources
- Provides direction related to key project decisions, addresses escalated issues
- Sign-off on deliverables for all activities
- Review testing results
- Validate project communications

## 5.2 Project Communication

Project communication will occur through the following methods:

- i) Weekly status meetings (for projects longer than 3 weeks)
- ii) Weekly status updates into Client's EPM (Enterprise Project Management) system. If none is available updates will be sent via email.
- iii) Ad-hoc status reports as requested
- iv) Email or phone updates on particular issues as needed

## 5.3 Issue Resolution

Any project issues will be resolved through the following escalation sequence:

- i) Tevora Technical Lead, and Client Project Sponsor will attempt to resolve issue internally with the project team
- ii) If #1 does not resolve the issue, the Tevora Project Lead will work with the Client Project Sponsor for resolution



- iii) If #2 does not resolve the issue, an Issue Resolution Meeting will be conducted with impacted project personnel and subsequent meetings will occur until the issue is resolved.

## 6. Acceptance of Deliverables

All deliverables are subject to acceptance as set forth in the Agreement. Acceptance of deliverables for this SOW will be documented by Client using the Tevora signoff forms. Upon completion of the deliverable, Tevora will provide Client with the applicable signoff form for signature.

## 7. Cost Proposal

Below is the estimated breakdown of hours by position and task:

Task	Estimated Effort in Hours
Information Security Risk Management Assessment <ul style="list-style-type: none"><li>• Managing Director- 33 hours</li><li>• Combination of Director/Manager, Sr Consultant, Consultant, Analyst, and Associate- 217 hours</li><li>• Project Manager- 84 hours</li></ul>	334 hours
Information Security Practices and Standards Development <ul style="list-style-type: none"><li>• Managing Director- 12 hours</li><li>• Combination of Director/Manager, Sr Consultant, Consultant, Analyst, and Associate- 76 hours</li><li>• Project Manager- 29 hours</li></ul>	117 hours
Cybersecurity Incident Response Practices and Procedures Development <ul style="list-style-type: none"><li>• Managing Director- 8 hours</li><li>• Combination of Director/Manager, Sr Consultant, Consultant, Analyst, and Associate- 52 hours</li><li>• Project Manager- 20 hours</li></ul>	80 hours
Internal Penetration Test of SCADA Network <ul style="list-style-type: none"><li>• Managing Director- 4 hours</li><li>• Combination of Director/Manager, Sr Consultant, Consultant, Analyst, and Associate- 26 hours</li><li>• Project Manager- 10 hours</li></ul>	40 hours
External Penetration Test of SCADA Network <ul style="list-style-type: none"><li>• Managing Director- 3 hours</li><li>• Combination of Director/Manager, Sr Consultant, Consultant, Analyst, and Associate- 15 hours</li><li>• Project Manager- 6 hours</li></ul>	24 hours



Below is our hourly rate chart by position:

Resource	Rate/hr
Managing Director	\$425
Director/Manager	\$350
Sr. Consultant	\$300
Consultant	\$250
Analyst	\$200
Associate	\$180
Project Manager	\$140

Below is the not to exceed cost broken out by task:

Service	Deliverable(s)	Cost
1) Information Security Risk Management Assessment	<ul style="list-style-type: none"><li>Information Security Risk Management Assessment Report</li></ul>	\$100,000
2) Information Security Practices and Standards Development	<ul style="list-style-type: none"><li>NIST 800-371 rv1 Policies</li></ul>	\$35,000
3) Cybersecurity Incident Response Practices and Procedures Development	<ul style="list-style-type: none"><li>Cybersecurity Incident Response Practices and Procedures Report</li></ul>	\$22,000
4) Internal Penetration Testing	<ul style="list-style-type: none"><li>Internal Penetration Test Report</li></ul>	\$12,000
5) External Penetration Testing	<ul style="list-style-type: none"><li>External Penetration Test Report</li></ul>	\$7,200
<b>Total:</b>		<b>\$176,200</b>



## Exhibit "B"

### CONSULTANT EVALUATION MATRIX

CYBERSECURITY RISK MANAGEMENT ASSESSMENT												
Item	Description	Weights	Lewis Brisbois/Alvarez & Marsal		MossAdams		NovaCoast		Performance Technology Partners		Tevora	
A	<u>TECHNICAL APPROACH</u>	<b>40%</b>										
1	Overall Project Understanding / Approach	40%	2.5		3.0		2.0		2.0		1.0	
2	Scope of Proposal	60%	2.5		3.0		2.0		2.0		1.0	
	<u>Weighted Score (Technical Approach)</u>		2.5		3.0		2.0		2.0		1.0	
B	<u>QUALIFICATION AND EXPERIENCE</u>	<b>60%</b>										
1	Project Manager	40%	3.0		2.5		2.5		1.8		1.5	
2	Project Team	20%	3.5		3.0		3.0		1.5		1.5	
3	Sub Consultants	20%	0.0		0.0		0.0		2.0		0.0	
4	Firm's Experience	20%	4.0		2.0		3.0		1.5		1.2	
	<u>Weighted Score (Experience)</u>		2.7		2.0		2.2		1.7		1.1	
	<u>COMBINED WEIGHTED SCORE</u>		2.6		2.4		2.1		1.8		1.1	
	<b>Ranking of Consultants</b>											
C	<u>SCOPE OF WORK</u>											
TASK			Task Hours	FEE	Task Hours	FEE	Task Hours	FEE	Task Hours	FEE	Task Hours	FEE
1	Information Security Risk Management Assessment		180	\$63,600	136	\$77,940	688	\$134,000	520	\$101,400	334	\$100,000
2	Information Security Practices		116	\$26,400	22	\$18,320	192	\$38,200	180	\$35,100	117	\$35,000
3	Cybersecurity Incident Response Practices and Procedures		160	\$101,500	10	\$13,650	260	\$51,500	120	\$23,400	80	\$24,000
4	Final Report		80	\$28,000	98	\$26,430			120	\$23,400		
5	SCADA Penetration Testing				104	\$31,140			255	\$49,725	24	\$19,200
	Travel Expense											
	<b>TOTAL HOURS AND FEE</b>		536	<b>\$219,500</b>	370	<b>\$167,480</b>	<b>1,140</b>	<b>\$223,700</b>	1,195	<b>\$233,025</b>	555	<b>\$178,200</b>
D	<u>OTHER</u>											
	Joint Venture		Yes		None		None		None		None	
	Sub Consultants											
	Exceptions taken to IRWD Std. Contract		None		None		Yes		None		None	
	Insurance (Professional & General Liability)		Yes		Yes		Yes		Yes		Yes	
	<u>RANKINGS:</u>											
	1 - Best											
	2 - 2nd Best											
	3 - 3rd Best											
	4 - 4th Best											
	5 - 5th Best											