



**REGULAR MEETING OF THE BOARD OF DIRECTORS
PICO WATER DISTRICT**

4843 S. Church Street
Pico Rivera, California, 90660

5:30 PM Wednesday, March 20, 2024

AGENDA

Any member of the public may attend this meeting in person or by accessing the Zoom link below. Any member of the public wishing to make any comments to the Board may do so through that Zoom link. The meeting Chair will acknowledge such individual(s) at the appropriate time in the meeting prior to making his or her comment. Members of the public wishing to make a comment are asked to state their name for the record and will be provided three (3) minutes to comment, the Board secretary will alert those commenting when they only have 30 seconds remaining. All members of the public will be disconnected from the Zoom link immediately before the Board of Directors adjourns into Closed Session.

Join Zoom Meeting

<https://us06web.zoom.us/j/9521779948?pwd=dGNxcXh3YitEc2NlVVdrUzVvNm4rZz09>

Join by Telephone: +1 669 900 6833

Meeting ID: 952 177 9948 Passcode: 421745

1. **ROLL CALL.**
2. **PLEDGE OF ALLEGIENCE.**
3. **INVOCATION.**

4. TIME RESERVED FOR PUBLIC COMMENTS.

*Members of the public shall be allowed three minutes to address the Board on any matter on the agenda and/or within the jurisdiction of the District, which is not on the Agenda. All comments should be addressed to the presiding officer of the meeting. Additional public comments shall be allowed when a listed agenda item is being considered, but such comments made at that time must be confined to the subject that is being discussed at the time such comments are made. Members of the public are asked to state their name for the record. Due to all Board Meetings being run as Zoom Meetings all participants will be placed on mute at the start of the meeting and when the meeting is open for public comment the participant will be asked to raise their hand through the button on the video conference screen if participating by video conference or by pressing *9 on their phone if participating by teleconference.*

5. ADOPTION OF AGENDA.

6. APPROVAL OF CONSENT CALENDAR.

(All matters on the Consent Calendar are to be approved on one motion, unless a Board Member requests a separate action on a specific item).

A. Consider approval of March 06, 2024 Regular Board Meeting Minutes.

7. ACTION/DISCUSSION ITEMS.

A. Consider Board Approval of Resolution 250-R Amending and Restating District Resolution 208-R; *Recommended Action – Board Discussion /Approve*

B. Consider Board Approval of Amending and Restating the District Employee Handbook; *Recommended Action – Board Discussion /Approve*

C. Consider Board Approval of Well #5A Rehab of Well Pump by General Pump Company; – *Recommend Board Discuss and Approve*

D. Consider Board Approval of District’s Scholarship Application Process
Recommended Action – Board Discussion / Approve

8. REPORTS.

A. General Manager.

B. Legal Counsel.

9. INFORMATIONAL ITEMS

- A. Production & Water Level Report.
- B. Monthly Activity Report.
- C. Reservoir Conditions – March 12, 2024

10. DIRECTOR’S REQUEST OF FUTURE AGENDA ITEMS.

11. BOARD MEMBER COMMENTS.

- A. Report on Meetings Attended/Comments.

12. CLOSED SESSION.

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
[Government Code Section 54956.9(d)(1)]: *Pico Water District v. City of Pico Rivera*, Los Angeles County Superior Court Case No. 22NWCV00967.

13. CLOSED SESSION REPORT.

14. ADJOURNMENT.

AGENDA POSTED ON: March 14, 2024

Next regularly scheduled meeting: April 3, 2024

NOTE: To comply with the Americans with Disabilities Act, if you need special assistance to participate in any Board meeting, please contact the District office at (562) 692-3756 at least 48 hours prior to a Board meeting to inform the District of your needs and to determine if accommodation is feasible.

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at 4843 S. Church Street, Pico Rivera, California.

CONSENT CALENDAR ITEMS

6. APPROVAL OF CONSENT CALENDAR.

(All matters on the Consent Calendar are to be approved on one motion, unless a Board Member requests a separate action on a specific item).

A. Consider approval of March 06, 2024 Regular Board Meeting Minutes.

PICO WATER DISTRICT

**MINUTES
of
BOARD MEETING
03/06/2024**



MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE PICO WATER DISTRICT

A regular meeting of the Board of Directors of the Pico Water District was held in the District's Boardroom located at 4843 South Church Street, Pico Rivera, California, on Wednesday, March 6, 2024 at 5:30 p.m.

The District's General Manager, Mr. Joe D. Basulto proceeded with the roll call of the attending Board members. Present from the beginning of the meeting was Director David Angelo, Director David Gonzales, Director Pete Ramirez, Vice President Victor Caballero, President Raymond Rodriguez and Mr. Jim Ciampa, Legal Counsel for the District, who participated via Zoom.

Director David Gonzales led everyone in the Pledge of Allegiance and Director David Angelo gave the invocation.

President Raymond Rodriguez proceeded to the next item on the Agenda, Public Comments. There were no comments.

President Raymond Rodriguez proceeded to the adoption of the Agenda. Director David Gonzales made the motion to adopt and Director Pete Ramirez seconded the motion. The General Manager announced that the motion passed by roll-call vote, 5 – 0.

President Raymond Rodriguez proceeded to the next item on the Agenda, approval of Consent Calendar, consisting of the February 15, 2024 Public Hearing Meeting minutes and February 21, 2024 Regular Board Meeting minutes. Director Pete Ramirez made the motion to adopt and Vice-President Victor Caballero seconded the motion. The General Manager announced that the motion passed by roll-call vote, 5–0.

President Raymond Rodriguez proceeded to the next item on the Agenda, Action/ Discussion Items. Action Item 7A. Discussion Item: Consider Board Approval of Resolution 248-R Revising the District's Policy Regarding Check Signing Authority and Bank Reconciliation. Per the Auditor's communication report, it was recommended to review and revise the purchasing policy to state the approval threshold of the District's authorized check signers. The purpose of the revisions to the resolution is to clarify the authorized signers and to state that the process of signing the checks of \$30,000 or less is the GM and one other signer and for \$30,000 or more to be the GM and one Director. In addition, a policy regarding Credit Card usage, section 4, was also added. Credit cards are issued to certain district staff as needed and all purchases must be in accordance with the authorized authority as provided under the purchasing policy as set for in section 1 in the resolution. Credit Card purchases may be made for gas, traveling expenses, traveling seminars and

for supplies or services, credit cards will not be used for employees' personal purchases and if the credit card is inadvertently used for personal expenditure, the employee must immediately notify the General Manager and reimburse the District for the charges and or pay the charges directly to the credit card issuer. Originally, the District only had one card for the General Manager, but as of now, the General Manager, the Director of Operations and the Office Manager each have a credit card which is why it was very important to add a credit card purchase policy. Each card has a limit of \$25,000. Director Gonzalez questioned which retail stores the District has credit with and General Manager Joe Basulto responded that the only retail credit card we have is for Home Depot. The general use credit card is mainly used for District events, emergencies and trainings. President Raymond Rodriguez wanted clarification that this policy is going to be added as there was not a policy before. General Manager Joe Basulto confirmed that. President Raymond Rodriguez also wanted to know if there is a cap on any single purchase that field operations can make or is up to their discretion. General Manager Joe Basulto answered that staff will usually always check in with the General Manager or Director of Operations for any purchase but that the purchase must comply with the purchasing policy limits. Director David Gonzales made the motion to approve Resolution 248-R and it was seconded by Director David Angelo. The motion passed by roll-call vote, 5-0.

President Raymond Rodriguez proceeded to the next item on the Agenda, Action/Discussion Items. Action Item 7B. Discussion Item: Consider Board Approval of Resolution 249-R Revising the District's Investment Policy. The proposed amendment to the policy is to add the the California CLASS account to the policy. Other changes to the policy are to conform to recent statutory changes to Government Code section 53600. General Manager Joe Basulto recommended to the Board to approve revising the District's Investment Policy. Director Pete Ramirez made the motion and it was seconded by Director David Angelo. The motion passed by roll-call vote, 5-0.

President Raymond Rodriguez proceeded to the next item on the Agenda, Action/Discussion Items. Action Item 7C. Consider Board Approval of AKM Consulting Engineers Request for Budget Amendment for Construction Management and Inspection Services for the Wells 5A, 8 and 11 Treatment Facilities. AKM is the project engineer for our PFAS project and they have done a lot of extensive work on the project and have held off on invoicing us as they knew we were working with RC Foster and that RC Foster invoicing needed to be paid first. Now that we are done with RC Foster payments, AKM provided the invoice for what is owed for its services. Those services include construction management, inspection and services relating to the wells, inspection of soil and concrete testing; in addition, they developed our engineering report and operation plan. The total amount owed is \$208,000. AKM is willing to accept payments of that amount over time, at approximately \$21,000 each month. In addition, AKM provided a quote for the additional work needed to complete the project, including preparing the operations plan and engineering report that must be submitted to the Division of Drinking Water for Well 5 and Well 8. The estimate for that further work is \$52,184.00. Director Pete Ramirez made the motion for the Board to approve payment of AKM Consulting Engineers for construction management and inspection services for Well 5A, 8 and 11 treatment facilities and to make a related budget amendment, seconded by Director David Angelo. The motion passed by roll-call vote, 5-0.

President Raymond Rodriguez proceeded to the next item on the Agenda, Informational Items. The General Manager reported on information items, such as the monthly staff meeting, two in-house trainings that were held due to rain, along with disconnect updates, leak updates and

on Monday there will be an Administrative Committee meeting. The District's special PFAS counsel met with management to discuss claim information regarding Wells 2, 9, 6 and 7. The PFAS attorney also suggested that the District attempt to get samples on abandoned wells as it could help in the final report and may increase the settlement amount. Lastly, the General Manager and Office Manager attended a Leadership Workshop at the Rowland Water District and it was very informative.

President Raymond Rodriguez proceeded to the next item on the Agenda, Legal Counsel Report. Legal Counsel, Jim Ciampa. No report this evening.

President Raymond Rodriguez proceeded to the next item on the Agenda, Informational Items, PFAS Project / Well #5A – Update. The District's electrical subcontractor completed the electrical work for all the wells and has moved all of their equipment out. The next step is to have Hunter Electric install the TESCO panels for the telemetry system that will control the well sites. Regarding Well #11, District staff met with DDW and our engineer AKM. Some major points that were raised are being worked on by AKM, such as the NSF certification, the pre-rinse of the Resin, and the minimal residual in the system needed to be .5. There will also be a video presentation of Well #5 coming up that will showcase how the District produces its water.

President Raymond Rodriguez proceeded to the next item on the Agenda, Director's Request of Future Items. Director Pete Ramirez requested that we agendize a proper funding mechanism for awarding scholarships to students within Pico Water District.

President Raymond Rodriguez proceeded to the next item on the Agenda, Board Member Comments. Director David Gonzalez, commended General Manager Joe Basulto on his leadership and management of Pico Water District.

President Raymond Rodriguez proceeded to the next item on the Agenda, Closed Session. Closed session began at 6:15 p.m. and ended at 6:19 p.m. Closed session was held under item 12. Conference with Legal Counsel - Existing Litigation, Government Code Section 54956.9(d)(1): Pico Water District v. City of Pico Rivera, Los Angeles County Superior Court Case No. 22NWCV00967. The Board was briefed on the facts and circumstances and current status of that matter and no reportable action was taken.

There being no further business to come before the Board, the Board meeting adjourned at 6:20 p.m. Next Meeting to be held on March 20, 2024 at 5:30 pm.

Raymond Rodriguez, President

Attest:

Joe D. Basulto, Secretary
(Seal)

ACTION / DISCUSSION ITEMS

7. ACTION/DISCUSSION ITEMS.

- A. Consider Board Approval of Resolution 250-R Amending and Restating District Resolution 208-R; Recommended Action – Board Discussion /Approve
- B. Consider Board Approval of Amending and Restating the District Employee Handbook; Recommended Action – Board Discussion /Approve
- C. Consider Board Approval of Well #5A Rehab of Well Pump by General Pump Company; – Recommend Board Discuss and Approve
- D. Consider Board Approval of District’s Scholarship Application Process Recommended Action – Board Discussion / Approve

PICO WATER DISTRICT

DISCUSSION ITEM - 7A

**A. Consider Board Approval of
Resolution 250-R Amending
and Restating District
Resolution 208-R**

STAFF REPORT

To: Honorable Board of Directors

From: Joe D. Basulto, General Manager

Meeting Date: March 20, 2024

Subject: Action Item 7A – Consider Board Approval of Resolution 250-R Amending and Restating District Resolution 208-R providing limited dental benefits for officers, employees, retirees and dependents

RECOMMENDATION

That that the Board approve Resolution 250-R.

FISCAL IMPACT

None at this Time

BACKGROUND

Resolution 250-R amending and restating the District's Dental Benefits for officers, employees, retirees and dependents. In reviewing the Dental benefits regarding length of coverage for dependents, the current policy only covers dependents if they are a "full-time student" from age 19 to 23. In an effort to match the Health Benefit Coverage, which covers dependents to age 26, and also to transition the coverage to begin during the Fiscal year July 01 and end June 30th of the following year, to be in accord with the fiscal year budget. It was discussed with administration committee and with their recommendation, would like to present to the Board for approval.

RESOLUTION NO. —250-R

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PICO WATER DISTRICT
AMENDING AND RESTATING DISTRICT RESOLUTION NO.
208-R PROVIDING LIMITED DENTAL BENEFITS FOR
OFFICERS, EMPLOYEES AND RETIRED
OFFICERS AND EMPLOYEES OF THE
DISTRICT, AND FOR THE DEPENDENTS OF
EACH THEREOF**

BE IT **RESOLVED** by the Board of Directors of the Pico Water District that District Resolution No. 250–Ris amended and restated to read in its entirety as follows:

Section 1. Definitions as used herein:

- A. "Employees" means District directors, officers and full-time employees and directors, officers and full-time employees who have "retired" from the District service, as herein defined, and the "dependents" of each thereof, as herein defined.
- B. "Retired Employees" means full-time employees who have served the District in such capacity for a minimum of five (5) consecutive years, have attained the minimum age of 55 years and retire from such District service.
- C. "Retired Directors" means any retired director of the District who: (i) is eligible to receive dental benefits in accordance with Government Code Section 53201 (i.e., that director began serving his or her term in office before January 1, 1995 and served as a District director for at least twelve (12) years), and (ii) did not cease to serve as a director because he or she was removed from office pursuant to Government Code Section 1770(d), (g) or (h), or any successor statutes thereto.
- D. "Dependent" means the spouse and all unmarried children over 14 days old and under 19 years of age, unmarried dependent children between the ages of 19 and 26 years, and unmarried dependent children incapable of self- support because of physical or mental handicap or disability.

Section 2. Limited Dental Benefits: After an Employee has provided ninety (90) days of service to the District, the District will pay for the benefit of each Employee, and for any of such Employee's Dependents actual costs incurred for reasonable diagnostic, preventive and restorative dental care, including, but not limited to, dentures, orthodontics, oral surgery, periodontal (gum) care, and mandibular jaw) treatment, to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) per calendar year for each Employee.

Section 3. When an Employee has more than one source of benefit for dental payments,

combined payments for this and any other dental program will be provided up to, but not to exceed, 100% of charges for actual covered services, in accordance with the coordination of benefits provided in the order of benefit determination provision of the other source of dental benefit. If an Employee has such other dental coverage, the Employee shall promptly provide to the District all pertinent documentation concerning such coverage that the District may reasonably request to confirm the order of benefit determination described in this Section 3.

Section 4. Covered dental payments are for those listed procedures commonly defined by the dental profession as necessary to prevent and eliminate oral disease, for services required to obtain and maintain reasonable and healthy dental conditions and to restore reasonable dental function. Such procedures shall include, but are not limited to, dentures, orthodontics, oral surgery, periodontal (gum) care, and mandibular jaw) treatment.

Section 5. To the maximum benefit stated herein, the District shall pay reasonable dentist fees, but in no event shall a District's payment exceed the fee charged or the maximum limits per Employee provided herein. The District's General Manager shall be satisfied as to the reasonableness of such dentist fees for the service provided.

Section 6. The District will honor only those paid dentist bills or invoices from the dentist for payment which are submitted directly to the District by the Employee. Said bills or invoices should be submitted promptly after rendering of the compensable dental procedures provided herein (and in all cases within the ten (10) business days of the date the service is provided or the bill or invoice for such service is received, whichever is later) and shall show the extent and nature of services provided and the actual charges to the Employee. Such payments shall be made by the District only upon receipt by it of evidence which it deems satisfactory, showing rendition of the covered services and the amount which the employee has paid or become obligated to pay therefor. In the event that a dental procedure is ongoing and extends over more than one calendar year, the Employee shall have the option of electing how he or she desires to allocate the benefits provided under this policy so long as dental services continue to be rendered in both, or all, of such years; provided, however, that under no circumstances shall such an election result in the Employee receiving benefits in excess of the amount set forth in Section 2, above.

Section 7. Hospitalization for the diagnosis or treatment of dental problems is not a covered benefit unless a medical necessity for such hospitalization is documented by a physician.

Section 8. The District shall permit and encourage a professional relationship between the District and the employees, to be maintained without interference. The District shall not in any way be liable for any negligent or willful act or omission by a dentist, his employees or agents, or any person performing dental or other professional services to eligible Employees under this resolution, specifically including any acts of professional malpractice.

Section 9. This amended policy shall become effective July 01,2024, and will be applicable starting in Fiscal Year 2025.

Section 10. The limited dental benefits provided by this resolution are being substituted for previously provided District limited dental benefits, the extent of which were measured on

a fiscal year, rather than calendar year as herein provided.

Accordingly, the maximum listed dental benefits provided to District employees for a fiscal year shall be One Thousand Five Hundred Dollars (\$1,500.00) for each fiscal year with no carry over allowed.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Pico Water District, held March 20, 2024 by the following roll call vote.

Ray Rodriguez , President

ATTEST:

Joe D. Basulto, Secretary

(Seal)

PICO WATER DISTRICT

DISCUSSION ITEM - 7B

B. Consider Board Approval of Amending and Restating the District Employee Handbook

STAFF REPORT

To: Honorable Board of Directors

From: Joe D. Basulto, General Manager

Meeting Date: March 20, 2024

Subject: Action Item 7B – Consider Board Approval of Amending and Restating the District Employee Handbook;

Recommendation:

Board / Discussion & Approve

Fiscal Impact:

No Impact

Background:

In an effort to update the Districts Employee Handbook to Industry Standards, to ensure that the District and the Employees of the District are protected, with new laws that are in effect. With the assistance of our legal counsel staff reviewed and recommended changes of the Employee Handbook. Once completed, staff then met with the Administration Committee for review and discussion. With there recommendations we bring forth to the Board of Directors to discuss and approve changes /amendments to the Employee Handbook.

Significant updates / additions are as follows:

Section C. Equal Employment Opportunity to include: (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists); reproductive health decisions, including a decision to use or access a particular drug, device, product or medical service for reproductive health

Section K. Stand-by Duty (On Call) : Replacing Field Superintendent title with Director of Operations, throughout hand book

Section E. Dental Plan: Dental Plan to reference resolution

Section M. Paid Leave Policy; 1 Vacation e. Cap on Accrual: In the event that an employee has built up at least 310 hours of accrued vacation time and cannot take more than three weeks off during the **current July 1- June 30 fiscal year**, hat employee may request the District pay out **up to one week (40 hours) vacation time in every six month period**, and the District’s General Manager may grant the request at the General Manager’s discretion

Section M. Paid Leave Policy; 2 Holiday Observances:

1. Thanksgiving Day
2. Christmas Day (December 25th)
3. **Christmas Day After (December 26th)**

4. Two Floating holidays of the employee's choice.

Holiday pay will consist of the number of hours the employee would have worked on that particular day under the alternative workweek schedule, at the employee's regular rate. Holidays falling on Saturday will be observed on the prior **Thursday**; those falling on Sunday will be observed the following Monday **or as determined by General Manager**. Floating holidays may be taken whenever the employee wishes subject to the immediate supervisor's approval and workload of the employee's department.

Section M. Paid Leave Policy; 8 Sick Leave: (ADD Language) or a designated person. Leave under this policy may also be used if you are the victim of domestic violence, sexual assault, or stalking: (i) to allow the employee to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her child; or (ii) to obtain medical attention or psychological counseling, services from a shelter, program or crisis center; or (iii) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services.

"Designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period.

provided that in all events, an employee will accrue at least forty (40) hours of sick leave credit by their 200th day of employment.

Section M. Paid Leave Policy; 12 Bereavement Leave: Employees may request up to five (5) days of bereavement leave, three (3) of which shall be paid leave, upon the death of a spouse, child, parent, sibling, grandparent, grandchild, domestic partner or parent-in-law. Such bereavement leave does not need to be used on consecutive days but must be used within three (3) months of the family member's death. An employee may use accrued and unused paid vacation or paid sick leave for bereavement purposes. The District will not retaliate against an employee for the employee's use of such bereavement leave.

Section M. Paid Leave Policy; 13 Reproductive Loss Leave: For any employee who has been employed with the District for at least thirty (30) days, the employee may take up to five (5) days of unpaid leave each calendar year following a "reproductive loss event." A "reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction. The employee may use vacation time provided under Section 1, above, or paid sick leave provided under Section 8, above, for such reproductive loss leave.

Section M. Paid Leave Policy; 14 Victim of Sexual/Domestic Violence Leave:

If an employee is a victim of stalking, domestic violence or sexual assault, or of a crime that caused physical injury or caused mental injury and a threat of physical injury, or had an immediate family member (i.e., spouse or domestic partner, child, parent or sibling) who died as a result of a crime, the employee may take time off to obtain, or to 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 the victim's child. The employee must give reasonable advance notice of the intention to take time off, unless the advance notice is not feasible. When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide certification to the District substantiating the leave. Certification can be any of the following, including:

- A police report indicating the employee was a victim as specified in the above paragraph;
- A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse.

To the extent allowed by law, the District will maintain the confidentiality of any request for a Victim of Sexual Assault/Domestic Violence Leave.

Victim of Sexual Assault/Domestic Violence Leave is unpaid. However, depending on the employee's specific needs, the employee may use accrued vacation, sick leave, or a floating holiday.

The District will also provide reasonable accommodations, as specified under Labor Code section 230(f), for any employee who is a victim of domestic violence, sexual assault or stalking who requests such an accommodation for the employee's safety while at work.

"Domestic violence" is defined in Family Code section 6211; "Crime" is defined in Labor Code section 230(j)(1); "Sexual Assault" is defined in Labor Code section 230(j)(4); "Stalking" is defined in Labor Code section 230(j)(5); and "Victim" is defined in Labor Code section 230(j)(6).

Section M. Paid Leave Policy; 15 Victim of Crime and Judicial Proceedings Leave:

If an employee is a victim of a crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, the employee can take time off to attend judicial proceedings related to that crime.

In order to take time off under this provision, the employee must give the District a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide documentation evidencing the judicial proceeding from any of the following entities:

- The court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or,
 - The victim and/or witness office that is advocating on behalf of the victim.

Time off for Victims of Crime and Judicial Proceedings Leave is unpaid. However, an employee may elect to use accrued vacation, sick leave, or a floating holiday.

To the extent allowed by law, the District will maintain the confidentiality of any request for a Victims of Crime and Judicial Proceedings Leave.

"Immediate family member" means spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

“Registered domestic partner” means a domestic partner that is registered under California law.

“Victim” means a person against whom one of the following crimes has been committed:

- A violent felony as defined in Penal Code section 667.5(c);
- A serious felony as defined in Penal Code section 1192.7; or,
- A felony provision of law proscribing theft or embezzlement

Section IV – Employee Relations; A Employment Status: (Language Added) All District employees who are not employed under a written contract with the District are “at will” employees under California law. However

Section V – Safety; A Injury and Illness Prevention Program; 6. c: \$200.00 per employee per fiscal year; provided that this amount shall increase by five percent (5%) effective July 1, 2025 and by five percent (5%) effective as of July 1 for each year thereafter, but not to exceed \$250.00 per year.

PICO WATER DISTRICT

Employee Handbook



Revised **March** 2024

Amended April 19, 2023 - Section 1 Employment Procedures I. Work Hours
Section 2 Payroll Administration B. Paydays

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**PICO WATER DISTRICT
EMPLOYEE HANDBOOK
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PURPOSE OF THIS HANDBOOK

The Employee Handbook (hereinafter "Handbook") has been prepared to inform members of staff about the District's philosophy, employment practices, and policies, as well as the benefits provided to them, and the conduct expected from members of [the District's valued](#) staff.

We ask that you read this Handbook carefully, and refer to it whenever questions arise. Whenever the term District is used in this Handbook, it means Pico Water District.

The policies set forth in this Handbook may be amended as laws change, work changes, employee benefits change or management and the Board feel changes are needed. However, any changes contemplated and/or made will be discussed with staff before and after being implemented. As used in this Handbook, the term "days" shall mean calendar days.

APPLICATION

This Handbook applies to all employees of the District who are not members of the Board of Directors (hereinafter "Board"). This Handbook replaces all other previous Handbooks for the District, as of [March 20,2024](#)

PICO WATER DISTRICT MISSION STATEMENT

The District's "Mission Statement" is to provide its service area with the highest quality and reliable supplies of water at the lowest possible rate. Provide the best service; manage its infrastructure to meet present and future needs. Strive to minimize economic impact to its water customers.

SECTION I

EMPLOYMENT PROCEDURES

A. ADMINISTRATIVE FRAMEWORK

The General Manager of the District is responsible for all personnel matters, but may delegate as many of the day to day functions to others as is appropriate under the circumstances.

B. OPEN DOOR POLICY

The District promotes an atmosphere in which you can talk freely with the management. You are encouraged to openly discuss with your immediate supervisor any problems so appropriate action may be taken. If your supervisor cannot be of assistance, the General Manager is available for consultation and guidance.

C. EQUAL EMPLOYMENT OPPORTUNITY

The District is an equal opportunity employer and makes employment decisions on the basis of merit. District policy prohibits unlawful discrimination based on race (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), color, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices) marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer or a record or history of cancer, and genetic characteristics), sex (including pregnancy, childbirth, breastfeeding or related medical condition), genetic information, sexual orientation, veteran status, reproductive health decisions, including a decision to use or access a particular drug, device, product or medical service for reproductive health, or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

All such discrimination is unlawful.

The District is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in District operations and prohibits unlawful discrimination by any employee of the District, including supervisors and coworkers. See also the District's Anti-Harassment Policy set forth in Section IV subsection D.

If you believe you have been subjected to any form of unlawful discrimination, you should discuss your complaint with your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact your immediate supervisor or the General Manager. The District will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If the District determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The District will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

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

D. HIRING PROCEDURES

1. Vacant Positions

When a position becomes vacant, applications will be solicited in the manner determined by the General Manager, as he/she deems appropriate under the given circumstances. All applications must be submitted to the General Manager for consideration and must meet the minimum requirements as listed in the job description at the time the potential candidate is interviewed. All applications must be submitted on a District Application Form only.

2. Examinations

Candidates for positions may be asked to perform and/or submit to written, oral or performance examination, and may be required to undergo physical and/or medical examinations where necessitated by the nature of their job duties.

3. Pre-Employment Investigation

As part of the selection process, the District may conduct investigations of candidates including, but not limited to, reference checks, general background checks, and employment checks, as well as evaluations of experience, personal traits, and character.

4. Eligibility to Work in United States

As a prerequisite to being hired by the District, each potential employee is required to present the District with information establishing the employee's identity (for example, a valid driver's license and copy of Social Security card) as well as the employee's eligibility to work in the United States in accordance with all applicable laws (e.g., a completed I-9 form).

5. Orientation

As a new employee, you will be provided a formal orientation that will include: an initial meeting with your manager; a tour of District facilities; a meeting with the Office Manager to review the benefits, office procedures and employee handbook; training as needed for your position; and a meeting with the General Manager.

6. Preliminary Paperwork

During an employee's first few days of employment, the employee will receive important information regarding the performance expected and required of the employee, basic District policies, compensation and benefit programs, as well as other information necessary to acquaint the employee with District policies. The employee will also be asked to complete all necessary paperwork at this time, such as medical benefit plan enrollment forms, beneficiary designation forms, appropriate Federal, State and local tax forms, and other necessary administrative forms.

7. Please Ask Questions

The District strongly encourages new employees to ask any and all questions they may have during this period so they will understand all guidelines that affect and govern their employment relationship with the District.

District Provided Equipment. All employees are required to fill out a District Provided Equipment Form, which will be used to track District provided equipment. A copy of this form will also be provided to the employee for their records. Pursuant to Section VI.F.4, below, any radios, computers, tablet devices or cell phones issued by the District may be used for personal use only after you have received approval from your immediate supervisor or the General Manager. However, any expense the District incurs due to personal use will be charged to the individual creating the expense, if not District related.

E. INITIAL EVALUATION PERIOD

District employees will be considered probationary employees from their date of hire until the close of business on the last day of the pay period during which they complete six (6) continuous months of service with the District. The probationary period is a period of provisional employment during which the employee's supervisors will have the opportunity to observe and appraise the abilities, performance, attitude, conduct, and qualifications of the probationary employee for the given position. The General Manager shall have the discretion to extend an employee's probation period for up to an additional three month period upon written notice to the employee that an additional period of evaluation is required. Employees serving a probationary period are not entitled to due process in discipline or termination, but are terminable at-will, without notice and without a hearing.

The employee who successfully completes his/her probationary period becomes a regular employee of the District.

F. EMPLOYEE CLASSIFICATIONS

Upon successfully completing the initial evaluation period, you will then be classified into one of the following categories.

1. Full-Time Regular Employee

Defined as employees who have successfully completed their initial evaluation process and are assigned a definite work schedule of at least forty (40) hours per week and their employment is expected to continue for an indefinite period of time. Full-Time regular employees are eligible for employee benefits as described later in this handbook.

2. Part-Time Regular Employee

A Part-Time Employee is an employee who is normally employed to work less than forty (40) hours per week in an established position on a year-round basis. If a Part-Time Employee works more than forty (40) hours per week for a continuous six (6) month period, said employee shall be considered a Full Time Employee. Part-Time Employees are not eligible to receive employment-related benefits from the District (except for paid sick leave which will be granted after working 30 days within a year in California and satisfying a 90 day employment period, if however the part-time employee works less than 30 days then they are not entitled to be paid sick leave under applicable law. Part-Time employees will receive one hour of paid leave for every 30 hours worked); provided, however, that if a Part-Time Employee remains as Part-Time for six (6) months or longer working thirty-two (32) hours or more a week said employee shall be eligible to partake of the District's medical, vision, and dental benefits.

3. Temporary Employees

A Temporary Employee is one who is hired for an expressly limited duration, or to work on a specific project. The job assignment, work schedule compensation and duration of the employment will be determined on an individual basis, not to exceed six (6) months. If a Temporary Employee should work one day past six (6) months, the employee shall be considered a Full-Time Employee or Part-Time Employee depending on the number of hours the Temporary Employee regularly works in a week; provided, however, that the General Manager may, in his or her sole discretion, extend a Temporary Employee's status as a Temporary Employee for another three (3) months. Temporary Employees are not eligible to receive employment-related benefits from the District (except for paid sick leave which will be granted after working 30 days within a year in California and satisfying a 90 day employment period, if however the temporary employee works less than 30 days then they are not entitled to be paid sick leave under applicable law. Temporary employees will receive one hour of paid leave for every 30 hours worked).

4. Exempt/Non-Exempt Employee

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

G. PROMOTIONS AND DEMOTIONS

1. Promotion

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

Employees may be offered a vacant position, for which they are qualified, at the discretion of the General Manager.

2. Demotion

Employees may be demoted at the discretion of the General Manager in the event of a reduction in personnel due to lack of work, for budgetary reasons, in the case of an employee's inability to perform his or her required duties, or for disciplinary purposes in accordance with the provisions of this Handbook. A demotion may also include a salary adjustment.

H. REHIRED EMPLOYEES

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

I. WORK HOURS

Under the District's alternative workweek schedule that has been implemented, the standard work week begins at 12:00A.M. Sunday and ends at 11:59 P.M. the following Saturday. The District's 4/10 workweek schedule work hours are as follows:

Office / Field Staff – Monday through Thursday, 6:30 A.M. to 5:00 P.M. and with every Friday as a non-work day

You may be required to work overtime or hours other than those normally scheduled.

J. RECORD-KEEPING; OVERTIME

Non-exempt employees are required to complete and submit to their supervisor a weekly timesheet on the last work day of each week. Non-exempt employees are required to accurately record the time they have worked and the amount of used leave, as permitted by District policies and as described in this Handbook. Non-exempt employees should record their work and leave in no less than fifteen-minute increments.

For so long as the District is utilizing the alternative workweek schedule described in Section I, above, overtime is defined as all hours worked in excess of the employee's regularly scheduled hours in any workday beyond the schedule established pursuant to the District's alternative workweek schedule, up to 12 hours a day, and as all hours worked in excess of eighty (80) hours worked over two consecutive work weeks. All non-exempt employees shall first receive approval to work overtime prior to working any overtime. The authorization of any overtime shall be predicated entirely upon the operating needs of the District. Overtime shall be fairly assigned to qualified employees based on the skills and responsibilities needed to perform the assignment.

Any time worked on Saturday or Sunday shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, except that work beyond twelve (12) consecutive hours in a single workday shall be compensated at the rate of two (2) times the employee's regular rate.

Holiday pay will be paid at a rate of Regular hours Plus holiday, Equal to 2 times the regular rate.

For the purpose of determining a salaried employee's regular hourly rate, the factor of eighty (80) hours per pay period shall be used.

Notwithstanding the provisions above, an employee may opt to be compensated at the rate of one and one-half hour of Compensatory Time Off (CTO) for each hour of overtime worked. Such CTO may be accumulated up to a maximum credit accumulation of *eighteen hours (18) hours. Additional time may be granted by the General Manager for specific and unique circumstances.*

K. STAND-BY DUTY (ON CALL)

1. All full-time regular staff designated as field staff are required to participate in Stand-by Duty, which is an essential function of the job. The Stand-by Duty assignments shall be rotated equally among qualified field staff. An employee placed on Stand-by Duty shall be provided with a, cell phone and District vehicle.
2. **Personnel assigned to Stand-by Duty must adhere to the following conditions**
 - a. Must be readily available at all times while on Stand-by Duty to receive calls by telephone or other communication devices;
 - b. Must be available to answer or respond to telephone calls in a reasonable time, not to exceed **one hour**;
 - c. Must be available to respond in person to calls in a reasonable time, not to exceed one hour; provided, however, that in the event of an emergency where life or property may be or is being impacted, the employee shall respond as soon as possible;
 - d. Refrain from activities which might impair the employee's ability to perform assigned duties upon call;
 - e. Must wear District uniform at all times when responding to a call received while on Stand-by Duty or when otherwise conducting District Business in connection with Stand-by Duty;
 - f. Stand-by Duty assignments begin each Thursday evening at the close of the field business day and end the following Thursday at the start of the

field business day, with the exception of a holiday on which the District office is closed that occur on a Thursday. When a holiday on which the District office is closed falls on a Thursday, then Stand-by Duty assignments will switch to commence at 7:00 a.m. on that Thursday.

- g.** Notwithstanding the above provisions, an employee assigned to Stand-by Duty may, with prior notice to and with prior approval from the [Director of Operations](#) (which approval shall not be unreasonably withheld), may have another District employee cover all or part of the assigned employee's Stand-by Duty as approved by the [Director of Operations](#).
- h.** Stand-by personnel are required to investigate all routine and emergency calls using District vehicles only. Stand-by personnel may be required to make minor repairs, perform certain minor services, read meters and check equipment when public necessity requires. Stand-by duties cover every day of the year, including all holidays.
- i.** Stand-by personnel will be allowed the opportunity to take home a District vehicle with the understanding that they will be responsible for the safety and security of the vehicle and that while in use they must adhere to Section V - Employee Conduct & Responsibilities, subdivision C.4 of the Employee Handbook regarding prohibited conduct.
- j.** When major repairs cannot be held over until the following regular work day, the Stand-by employee shall seek the advice of the [Director of Operations](#), the [Director of Operations](#) designee or the General Manager, as to how to best proceed.

3. Standby-Duty Pay

Employees assigned to Standby-Duty will receive one hour of overtime pay for each day that the employee is performing Stand-by Duty. The employee assigned to Stand-by Duty shall be compensated for work performed after hours as a result of a call received while on Stand-by Duty at 1.5 times the employee's regular rate of pay. When an employee assigned to Stand-by Duty is required to respond to an afterhours emergency or service call, the employee will receive overtime pay for a minimum of one and one-half (1.5) hours or for actual time worked whichever is greater. Minimum overtime pay shall apply to each call out provided that additional calls do not occur during the minimum one and one-half (1.5) hour. If any such additional call occurs while the employee has already been called out while on Stand-by Duty, then the employee will be compensated for any actual time worked in excess of the initial one and one-half (1.5) hours for which the employee is being compensated on that additional call at 1.5 times the employee's regular rate of pay.

L. COMPENSATION PLAN

1. Determination of Compensation and Benefits

Rates of pay and salaries are established periodically by the District, and are based on the prevailing rate of compensation for comparable positions in the local geographic area, and on information from sources like the Association of California Water Agencies (ACWA). The District endeavors to establish rates of pay and salaries that are designed to attract and retain the best people available.

2. Wage Rate Classifications

The General Manager will establish Wage Rate Classifications for each job classification, and periodically submit the Wage Rate Classifications to the Board for consideration and approval, which will establish a range of pay for job classes within the District.

3. Job Descriptions

The General Manager will establish job class descriptions for each position within the District, setting forth the duties and requirements of that position for the Board to consider and approve.

4. Compensation Review and Merit Increase

Reviews shall be given annually. Your supervisor and the General Manager shall review your performance, and based on the outcome of the performance appraisal may increase your pay if there are step increases available, deny a step increase if available or demote you to a lower step.

M. EMPLOYMENT OF RELATIVES

For any Full-Time employment position, the District will not consider for employment any person related, either by blood or through marriage (including a director's or employee's spouse), to a member of the Board or any other current District employee. Notwithstanding the foregoing, the subsequent election of a relative of an existing District employee to the District Board of Directors shall not be a violation of this provision.

Marriage or Development of Involved Personal Relationships While Employed

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

decisions (specifically including decisions regarding salary amounts) which would directly affect employment status of their relatives.

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

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

SECTION II

PAYROLL ADMINISTRATION

A. TIME SHEETS

You are required to keep an accurate record of your time on the forms provided by the District. The use of time sheets assures proper cost accounting. The District will provide different forms to the exempt and non-exempt employees. You must submit signed time sheets on a bi-weekly basis. The time sheet should be completed in a neat and orderly manner (so that all entries are easily read) and submitted on the afternoon of the last working day of the pay period. Field staff shall complete their timecard daily.

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

Vacation, sick, and holiday time must be entered on the time sheet, and accompanied with an absentee form.

B. PAYDAYS

The disbursement of salary is based on a bi-weekly schedule starting at 12:00 A.M. Sunday and ends at 11:59 P.M. the following Saturday.

Employees are paid every other Thursday for the two weeks prior. Pay stubs are distributed no later than noon on the Thursday following the last day in the pay period. All employees must participate in direct deposit, as their funds will go directly to their bank of choice.

C. GARNISHMENTS

A garnishment is a court order requiring the District to remit part of an employee's wages to a third party in payment of a just debt. The District is legally required to comply with that court order and thus the District's receipt of a wage garnishment order will result in deductions from amounts the District would otherwise be paying you. Because garnishments involve the District in its employees' private financial affairs, it is requested that you handle your finances appropriately.

D. PAYROLL DEDUCTIONS

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

Required deductions include Federal Income Tax, FICA, Medicare Contribution, State Income Tax, SDI, PERS and PEPRA.

E. DIRECT DEPOSIT

Direct deposit of your paycheck is available. To take advantage of this service, you need to complete the “Direct Deposit” form, attach a voided check, and return them to the Administrative department.

F. CHANGING YOUR EMPLOYEE INFORMATION

Your current address and phone number are essential for many purposes. Any changes to this information should be noted in writing or via email as soon as possible. You are solely responsible to notify the Director of Administration of changes in your personal status including, but not limited to:

1. Name and/or marital status
2. Address and/or telephone number
3. Number of eligible family members
4. Tax payroll deductions
5. Emergency contact information
6. Changes to deferred compensation

SECTION III

EMPLOYEE BENEFITS

A. INTRODUCTION

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

These employee benefit programs consist of two categories: insured and uninsured. Insured benefits are those that the District pays for through an outside source. Examples of these benefits are medical, vision, and life.

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

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

B. GROUP INSURANCE PLANS

The District provides group major medical, vision, and life insurance at no cost to eligible employees and covers 75% of eligible dependent costs.

Eligible employees are defined as regular full-time employees;

Eligible dependent is defined as the following:

1. Spouse;
2. Children to their 26th birthday, including children placed in the home after adoption;
3. Unmarried children who were enrolled before age 26 and are incapable of self-sustaining employment due to physical or mental condition. A physician must certify in writing within 60 days this condition and it is subject to carrier approval.
4. Children eligible for coverage as a result of a valid qualified medical child support order.
5. Domestic Partner as defined by the State of California for state registration requirements.

6. Other dependents designated according to the law.
7. For an eligible dependent to be eligible for coverages, a copy of a marriage license, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other identifying paperwork is required.

NOTE: It is the employee's responsibility to notify the District in writing upon divorce, termination of Domestic Partnership, over-age dependent, or any event that changes the status of dependency for purposes of this section.

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

C. **MEDICAL PLAN**

1. Medical Plans offered by the District - Anthem PPO, Anthem HMO, or Kaiser Permanente HMO
2. **Persons Eligible**
Regular full-time employees and their eligible dependents
3. **Waiting Period**
First day of the month following completion of one month of continuous employment.
4. **Employee Contribution**
No contribution from employee for his or her coverage, however employee will be required to pay 25% of coverage premiums for eligible dependents.
5. **Employer Contribution**
Total cost for employee and 75% of costs for eligible dependents.
6. **Providers**
As provided under applicable plans.
7. **Benefits Provided**
See applicable plan information provided to be provided.

8. Where to File Claims

As provided by carrier or see the Office Manager.

D. RETIREE HEALTH BENEFITS

1. Eligibility for Participation

All regular Full-Time employees are eligible for participation in the District's Retiree Health Benefit Plan (RHBP) upon their retirement from the District. Regular Full-Time employees must be at least age 55 years of age, with a minimum of five years of active employment with the District as of their retirement date.

2. Participation in the RHBP

All eligible retirees, as set forth in subdivision (a), above, may participate in the RHBP, as well as eligible dependents at the time of retirement, as defined in Section B above, and in accordance with current law. The District provides group major medical and vision insurance at no cost to employees who retire from the District and covers 75% of eligible dependent costs. It is the retiree's responsibility to notify the District in writing of any changes.

3. Eligible Dependent

An eligible dependent of an eligible employee can be enrolled in the RHBP, regardless of the dependent's age.

4. Surviving Spouse/Domestic Partner

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

5. Change in Marital/Domestic Partner Status

An eligible spouse of an RHBP participant must be enrolled in the RHBP at the time of the employee's retirement in order to receive the RHBP's benefit. A spouse who is divorced from an eligible employee, or ceases to be the eligible employee's domestic partner, before the employee participates in the plan will not be eligible to participate in the plan. A spouse who is divorced from an eligible employee or a domestic partner who ceases to be the eligible employee's domestic partner after the employee becomes a participant in the plan will lose their benefit. It is the retiree's responsibility to notify the District in writing if this

situation arises. In accordance with the law, the retiree's former spouse or former domestic partner may continue to participate in the plan only for the period mandated by COBRA and only if the premiums are paid.

6. Dependent Children

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

7. Terminated Employees

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

8. Premium Payments

Premium payments are due and payable to the District by the first of the month.

9. Non-payment of Premiums

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

10. Plan Benefits

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

11. Change in Geographic Location

Retirees who do not live within service areas of the District's health plan providers may receive reimbursement for health insurance premiums paid. Upon receipt of proof of address outside of the District Plans' service area and proof of insurance coverage, and a billing itemizing premium payment, the District will

reimburse the retiree quarterly in a dollar amount equal to actual premium cost, but not to exceed the District's expenditure for that retiree's currently enrolled option. The reimbursement shall occur at the end of each three-month premium period and it is the responsibility of the retiree to submit the required paperwork.

NOTE: Once a RHBP participant leaves the District plan, they are ineligible to return.

12. Medicare Coverage

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

13. Plan Components and Duration

The District's management reserves the right to review, revise, and alter the District's RHBP including carriers and coverage, depending on the cost of the program and the fiscal condition of the District. The District's management reserves the right to eliminate the coverage or benefit contributions for employees and retirees not currently enrolled in the RHBP.

E. DENTAL PLAN

The District Dental Plan covers Full-Time employees, their spouses and dependents, [as well as other specified beneficiaries as set forth in the applicable resolution establishing that plan](#), at no charge to the employee. The Dental Plan is funded entirely by the District. Coverage begins six months after an employee commences employment and successfully completes their Initial Evaluation Period. Each employee, along with their spouse, domestic partner and other dependents [and other specified beneficiaries](#), are covered for up to a total of \$1,500.00 (for each participant) for dental services rendered per fiscal year. Employees and their dependents cannot carryover any unused funds, and the District does not require a deductible to be paid.

F. VISION PLAN

All Full-Time employees and their dependents are covered under the District's Vision Services Plan and premiums are paid 100% by the district.

G. LIFE INSURANCE

1. Eligible Participants

Regular full-time employees (must be actively employed)

2. Waiting Period

First day of the month following, one month of continuous employment

3. Employee Contribution

None. Supplemental coverage is optional and at your own expense.

4. Employer Contribution

Total cost for employee.

5. Provider

As provided by the District.

6. Benefits Provided

Two times annual regular gross earnings to a maximum of \$150,000 payable to your designated beneficiary(s). Employees who elect additional supplemental coverage are bound to the same maximum as the base coverage. For disability and dismemberment insurance limits, please see the policy.

7. Where to File Claims

As provided by carrier or see the Office Manager.

H. COBRA

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

1. Qualifications

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

2. Qualifying Event

Qualifying event is defined by COBRA regulations and includes loss of coverage due to: termination of employment; reduction of hours; death of employee;

employee's Medicare entitlement; divorce or legal separation; child ceasing to be eligible; bankruptcy of employer. **It is the employee's or eligible family member's responsibility to inform the District (Office Manager or designee) within 60 days when a qualifying event takes place.**

3. Selection Period

Pico Water District will provide written notification to the employee/eligible family member of their right to elect continued coverage, the election period, and applicable premium payments.

4. Cost

The employee/eligible family member must pay a full monthly premium for each coverage selected plus a 2% administrative charge (for District administrative expenses) by the first day of each month that the premium(s) are due. No bills or invoices are sent.

5. Coverage Available

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

6. Open Enrollment

Purpose: COBRA continues have the same rights under the plan as active employees. This includes rights during Open Enrollment periods. When an Open Enrollment period occurs, COBRA continues must be informed of their rights. The Open Enrollment Notification should inform COBRA continues of the Open Enrollment period, the options available during the Open Enrollment period and the monthly premium rates for those options.

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

7. Special Note

There can be no interruption of coverage under COBRA.

I. WORKERS' COMPENSATION PROGRAM

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

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

If you are injured while working, you must immediately report such injuries to your manager, or another manager, regardless of how minor the injury might be. If you have any questions regarding this workers' compensation coverage, you should contact the Office Manager or General Manager.

J. CALIFORNIA PUBLIC EMPLOYEE RETIREMENT SYSTEM (CalPERS)

In addition to Social Security, the District offers to its eligible Full-Time employees a retirement plan under CalPERS. **Due to changes in the law effective January 1, 2013 (PEPRA), the District will have two tiers of employees:**

- Those employed before January 1, 2013, and those new employees eligible due to carryover within six months (as provided by PEPRA);
- Those employed on or after January 1, 2013;

1. Persons Eligible

Regular Full-Time employees, Part-Time employees reaching minimum hour requirement of averaging at least twenty (20) hours over a one year period, and employees who are already CalPERS members.

2. Waiting Period

Eligible from the first day of employment.

3. Employee Contribution

As described in Section 7, below, Tier 1: The District pays for that portion of the employee's contribution to the Plan (7%). This is a tax-deferred contribution.

As described in Section 7, below, Tier 2: Employee is required to pay for their percentage of the contribution which is 8% of regular bi-weekly earnings.

4. Employer Contribution

Varies for each employee according to experience rating.

5. Vesting Provisions

You become vested after completion of five years of public service, be it with the District or another public employer who participated in CalPERS. Vesting means funds may be left on deposit for future retirement. Should you leave the District and wish to withdraw your contributions, you may request a refund from CalPERS. The employer contributions are only paid upon retirement.

6. Benefits Provided

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

7. CalPERS Options

The District contract includes several options and benefits for its employees, briefly described below. For more detailed information, refer to the “CalPERS” website or see the Accounting Manager.

a. 2% @ 55 (Tier 1)

This formula provides to local miscellaneous members 2% of pay at age 55 for each year of service credited with that employer. For members who retire earlier, the percentage is reduced.

b. 2% @ 62 (Tier 2)

This formula provides local miscellaneous members 2% of pay at age 62 for each year of service credited with that employer. For members that retire earlier, the percentage is reduced.

c. Salary Cap

The Public Employee Pension Reform Act (PEPRA) of 2013 included compensation limits for CalPERS retirement salary calculations (GC § 7522.10). For any employee hired after January 1, 2013, the salary cap provided for the current year will be utilized (for 2015, the cap is \$140,424). For any Classic employee hired after 1996 and before 2013, there is also a cap (for 2015 the cap is \$260,000). For anyone hired before that, there is no cap.

d. One-Year Final Compensation (Tier 1)

The period for determining the average monthly pay rate when calculating retirement benefits would be for the 12 highest paid consecutive months.

e. Three-Year Final Compensation (Tier 2)

The period for determining the average monthly pay rate when calculating retirement benefits would be for the 36 highest paid consecutive months (3 years).

f. Credit for Unused Sick Leave

Any unused sick leave accumulated at the time of retirement will be converted to credited service at a rate of 0.004 years of service for each day of sick leave.

g. Pre-Retirement Optional Settlement 2 Death Benefit

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

h. Cancellation of Remaining Payments

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

i. Local System Service Credit

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

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

The Office Manager can provide you with names and phone numbers of personnel at CalPERS who can assist you in your retirement planning.

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

K. TAX DEFERRED COMPENSATION PROGRAM

The District provides the opportunity for all employees to enroll in a payroll tax deferral plan called, "Deferred Compensation 457". All contributions to this plan are made by the employee on a voluntary basis. Contributions are made by payroll deduction. Such amounts deducted are not included currently in your taxable income. Thus, if you elect to participate in this plan and have amounts deducted from your pay, you will see a reduction in salary, but not to the extent of the total amount deducted.

1. Tax Benefit

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

2. Contribution Limits

You may contribute into the plan the maximum allowed by law. These amounts may be lower if you participate in more than one deferred compensation program (employees who do so should consult their tax advisor). During the last three years before you reach normal retirement age under the plan (60), you may be eligible to contribute **more and you may also make higher "catch up" contributions after you reach age 50**. If you think you may be eligible for this

catch-up contribution provision, you should contact the Director of Administration and your tax advisor.

3. Withdrawals

You may withdraw all or part of your contributions, together with the interest earned thereupon, subject to appropriate tax withholdings, upon the occurrence of one of the following: termination of employment on account of death, retirement or other cause; permanent disability; **by April 1st following the later of: the year in which you reach age 73 or the year in which you retire.** An unforeseeable emergency includes any severe financial hardship to the participant caused by sudden or unexpected illness or accident of the participant or his or her dependent, a casualty loss, or some other similar extraordinary circumstance caused by events beyond the participant's control. Home purchases and payments of college tuition do not qualify as unforeseeable emergencies under this definition. Eligible employees may withdraw all or part of their contributions plus earnings. Several withdrawal options are available.

4. Reports/Statements

Account statements from the plan will be sent to your home address at least quarterly by the vendor. It is your responsibility to verify the information for accuracy.

5. Investment Options

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

Deferred Compensation Plans:

CalPERS 457 Supplemental Income Plan
P.O. Box 942713
Sacramento, CA 942713

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

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

Any questions with regard to enrollment into this plan should be referred to the Office Manager or General Manager.

L. EDUCATIONAL ASSISTANCE

The District recognizes the benefits derived from an employee's personal growth through work experience and continued education. The District is proud to provide financial assistance for the development of any employee wishing to further his/her education. The Tuition Reimbursement Policy specifies in detail the benefits that the Board has authorized for District employees. Regular full-time employees that have completed their initial evaluation period are eligible to participate in the program. Employees must complete a Tuition Reimbursement form and submit it to their supervisor and the General Manager for approval prior to commencement of coursework. Eligible courses are those that are related to the employee's position or advancement within the District and must be taken at an academically accredited college, university or adult education school. Employees may be reimbursed up to \$1500 per District fiscal year.

1. Additional Requirements

- a. You are responsible for registration and ordering of any necessary textbooks.
- b. It is your responsibility to provide the General Manager with transcripts or other grade reports after completion of the course.
- c. If you do not complete or fail a course, you will be expected to repeat the course at your own expense or reimburse the District within one year if you decide not to continue pursuit of the program. In general, no future approvals will be given until such an incomplete course is cleared from the employee's files.

M. PAID LEAVE POLICY

The District's policy allows eligible employees to earn time off in accordance with their employment status and length of service and to use such earned time to take time off with pay under the guidelines stated in this policy. Please note the District's fiscal year is utilized for tracking paid leave. Categories of paid leave are provided, as outlined below.

1. Vacation

Paid vacations are granted to allow Full-Time employees a period of rest and relaxation away from the job. Employees are encouraged to utilize their vacation time to provide themselves an extended period away from the job so that they can enjoy the full benefit of the time off. No employee may take vacation longer than the period he or she has accumulated, as accrued on an ongoing basis under the Vacation Entitlement provisions in subdivision (a), below.

a. Vacation Entitlement

Temporary and Part-Time employees are not entitled to vacation benefits. Full-Time employees shall accrue paid vacation time, starting on their first day of employment at the District, as follows:

- i. Year One: One week vacation, earned at 1.538 hours per pay period.
- ii. Years Two through Four: Two weeks' vacation, earned at 3.077 hours per pay period.
- iii. Years Five through Fourteen: Three weeks' vacation earned at 4.615 hours per pay period.
- iv. Fifteen years or more: Four weeks paid vacation earned at 6.154 hours per pay period.

The accruals under this subdivision shall be based on years of service, starting on the anniversary of the employee's first day of work at the District. By way of example, if an employee started work at the District on July 10, 2015, then from July 10, 2015 through July 9, 2016 that employee would accrue vacation in accordance with subdivision (i), above, at the rate of 1.538 hours per pay period. Then, starting on July 10, 2016, that employee would accrue vacation for each employment year through July 9, 2019 in accordance with subdivision (ii), above, at the rate of 3.077 hours per pay period, and starting on July 10, 2019 the employee would start accruing vacation under subdivision (iii), above.

b. Vacation Forms

When requesting to take vacation time of more than two (2) days, employees should submit their request no later than two (2) weeks prior to the commencement of the requested vacation time, otherwise the request may be denied. Requests for vacation time of one (1) or two (2) days should be requested at least three (3) work days prior to the requested vacation time. The General Manager has discretion in granting or denying vacation time requests, but shall take into consideration the requirements for the proper operation of the District. However, an employee's timely request for annual leave shall only be denied for good and sufficient business reasons. It may be required that not more than one (1) field employee, or more than one (1) office employee be on vacation at any one time. Every effort will be made to accommodate employee wishes within the constraints imposed by the District's operational requirements. **Probationary employees accrue vacation from their first day of employment but cannot take or use any vacation during their probationary period. However, employees who have completed their**

initial evaluation period may utilize any time off that they have accrued if the work schedule is not impeded and by permission of the General Manager.

c. Computation of Vacation Pay

A paid day of vacation will consist of the number of hours the employee would have worked on that particular day under the alternative workweek schedule, at the employee's regular rate.

d. Holiday during Vacation

An employee on vacation when he or she would otherwise be entitled to a paid holiday will not be charged a vacation day for that holiday.

e. Cap on Accrual

Vacation is earned and accrued from the first day of employment with a maximum accrual of 320 hours. It is the responsibility of employees not to exceed their maximum accrual hours. Once an employee's current credit of annual leave reaches the applicable cap, the employee shall no longer accrue additional annual leave until the current credit is reduced below 320 hours. In the event that an employee has built up at least 310 hours of accrued vacation time and cannot take more than three weeks off during the **current July 1- June 30 fiscal year**, that employee may request the District pay out **up to one week (40 hours) of vacation time in every six month period**, and the District's General Manager may grant the request at the General Manager's discretion. It is important that all employees monitor their accrued vacation time and make plans to use their accrued time so as not to lose time due to scheduling issues.

f. Vacation at Separation

When an employee is separated from service, he or she will be paid for any unused accrued vacation.

2. Holiday Observances

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

1. New Year's Day (January 1st)
2. Martin Luther King, Jr. Day (second Monday in January)
3. Washington's Birthday (third Monday in February)

4. Memorial Day (last Monday in May)
5. Independence Day (July 4th)
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11th)
8. Thanksgiving Day
9. Christmas Day (December 25th)
10. Christmas Day After (December 26th)
11. Two Floating holidays of the employee's choice.

Holiday pay will consist of the number of hours the employee would have worked on that particular day under the alternative workweek schedule, at the employee's regular rate. Holidays falling on Saturday will be observed on the prior Thursday; those falling on Sunday will be observed the following Monday or as determined by General Manager. Floating holidays may be taken whenever the employee wishes subject to the immediate supervisor's approval and workload of the employee's department.

3. **Personal Necessity Leave (PNL)**

All eligible employees shall be entitled to **three (3) days of paid personal leave per calendar year**. Your supervisor must approve the timing of the personal leave. Personal leave must be used in the calendar year in which it is received. Personal leave shall not be carried over into the next year. It shall not be accumulated from year to year and an employee is not entitled to any payment for any accrued personal leave upon such employee's separation from employment at the District.

4. **Jury and Witness Duty**

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

5. **Military Leave**

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

If regular, Full-Time employees are called to active military duty training as members of the Armed Forces, Reserves, or National Guard, they will be assured full pay for military leaves of up to ten (10) working days per calendar year, provided that they are ordered for purposes of military training, encampment,

naval cruises, special exercises or like activity; they shall be entitled to receive the difference between their regular rate of pay and the military rate of pay for the first 30 calendar days of any such absence.

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

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

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

6. Military Spouse Leave

Employees that work more than 20 hours per week and have a spouse in the Armed Forces, National Guard, or Reserves that have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from military deployment. Employees must request this leave in writing to the General Manager within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying their spouse will be on leave from deployment.

7. Time Off To Vote

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

8. Sick Leave

Sick leave is a form of insurance that employees accumulate in order to minimize the economic hardships that may result from out of the ordinary, unexpected, or emergency need to take time off, such as short-term illness or injury to employees or their immediate family members [or a designated person](#). [Leave under this policy may also be used if you are the victim of domestic violence, sexual assault,](#)

or stalking: (i) to allow the employee to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her child; or (ii) to obtain medical attention or psychological counseling, services from a shelter, program or crisis center; or (iii) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services.

Immediate family members for sick leave purposes is defined as a spouse, child (including a biological, adopted or foster child, stepchild, legal ward or other child to whom the employee stands in loco parentis) regardless of age or dependency status, parent (including a biological, adoptive or foster 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), domestic partner, grandparent, grandchild or sibling. "Designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period. Time off for medical and dental appointments will be treated as sick leave. Sick leave is not intended to be used in lieu of vacation.

Full-Time District employees are entitled to 10 days sick leave with pay for each calendar year earned at 3.0769 hours per pay period; provided that in all events, an employee will accrue at least forty (40) hours of sick leave credit by their 200th day of employment. Sick leave will begin to accrue for all District employees in accordance with this section upon an employee beginning employment at the District. An employee is eligible to use paid sick leave after he or she has worked for the District for ninety (90) days. If your first year of employment consists of less than a full calendar year, sick leave will accrue proportionately, to the nearest full day, in relation to the portion of the year worked. Sick leave is earned and accrued from the first day of employment with a maximum accrual of 240 hours (30 days). After 240 hours is earned the employee will receive a check for any accrued sick leave over 240 hours, as of November 30 of any calendar year, which will be paid out on the first pay-period of December of the same calendar year.

When an employee separates from the District, he or she will be compensated for any unused sick leave at the regular rate of pay.

In order to use paid sick leave, an employee must do the following:

- a. If an employee's use of sick leave is foreseeable (such as for a planned doctor's appointment), the employee must notify his or her supervisor or the General Manager at least one day before the day the leave is to be taken. If the use of sick leave is not foreseeable (such as with an unexpected illness), the employee must notify his or her supervisor or the

General Manager as soon as practical.

- b. For any absences of more than three days for medical reasons, the employee may be required to submit a note from a physician stating the need for time off from work, and the anticipated return-to-work date. In order to return to work, the employee is required to submit a doctor's note returning him/her to work with or without restrictions.
- c. Failure to provide the medical certification outlined above in a timely fashion at the instruction of the District is grounds for discipline up to and including dismissal.

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

Sick leave may be used for the three-day waiting period of a workers' compensation claim and may be used for Bereavement Leave or Reproductive Loss Leave.

9. Unpaid Time Off – Family Care and Medical Leave

The District also provides the following unpaid leaves:

Family Care and Medical Leave

The District provides unpaid leaves of absence under the State (California Family Rights Act (“CFRA”) and federal (Family Medical Leave Act (“FMLA”) family and medical leave laws for up to 12 workweeks within a 12-month period, under the following conditions:

a. Eligibility

To be eligible for leave under FMLA/CFRA, an employee must have completed at least twelve (12) months of service with the District and must have at least 1,250 hours of service with the District during the previous 12-month period.

b. Reasons

The 12 week leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or child

birth (FMLA only);

- To care for the employee’s spouse, child, parent or a designated person who has a serious health condition (FMLA/CFRA) (for purposes of this leave, a “designated person” means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period);
- To care for the employee’s registered domestic partner (CFRA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA).

See the General Manager if you feel you are eligible for FMLA/CFRA and wish to take it.

10. Pregnancy Disability Leave (PDL).

Any female employee planning to take pregnancy disability leave should advise the General Manager as early as possible. The individual should make an appointment with the General Manager or his designee to discuss the following conditions:

- a. Duration of pregnancy disability leave will be determined by the advice of the employee’s physician, but employees disabled by pregnancy may take up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee’s pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.
- b. The District will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- c. Employees who need to take pregnancy disability must inform the District when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation or transfer is foreseeable, employees must provide reasonable advance notice at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with their supervisor regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the

operations of the District. Any such scheduling is subject to the approval of the employee's health care provider. If 30 days' advance notice is not possible, notice must be given as soon as practical. Failure to give reasonable advance notice may result in delay of leave, reasonable accommodation, or transfer.

- d. Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child.
- e. Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide the District with a written certification from a health care provider for need of PDL or reasonable accommodation needed. The certification must be returned within 15 calendar days. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. The certification indicating the need for disability leave should contain:
 - A statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or related medical condition.
 - The date on which the employee became disabled due to pregnancy;
 - The probable duration of the period or periods of disability; and
 - If the employee needs a reasonable accommodation or transfer, a medical certification is sufficient if it contains all of the following: a description of the requested reasonable accommodation or transfer; a statement that describes the medical advisability of the reasonable accommodation or transfer because of pregnancy; and the date on which the need for reasonable accommodation or transfer became/will become medically advisable and the estimated duration of the reasonable accommodation or transfer.
- f. Leave returns will be allowed only when the employee's physician sends a release authorizing the employee to return to work.
- g. An employee will be allowed to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave.
- h. Leave does not need to be taken in one continuous period of time and may

be taken intermittently, as needed. Leave may be taken in increments of half days. If intermittent leave or leave on a reduced work schedule is medically advisable the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties, but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than her regular job. Transfer to an alternative position can include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

- i. Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.
- j. Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.
- k. In some instances, an employer can recover from an employee premiums paid to maintain health coverage if the employee fails to return following pregnancy disability leave.
- l. Pregnancy disability leave may impact other benefits. Please contact the General Manager for more information.

11. Discretionary Leave of Absence

At the discretion of the District, an employee may be granted a leave of absence without pay for medical reasons upon exhaustion of any statutory unpaid leaves of absence to which the employee may be entitled, if any. Request for an unpaid personal leave should be made at least 30 days in advance of the requested leave, unless exigent circumstances exist. The District will require medical certification of the need for the leave of absence, as outlined in the Sick Leave policy above.

12. Bereavement Leave

Employees may request up to five (5) days of bereavement leave, **three (3) of which shall be paid leave**, upon the death of a spouse, child, parent, sibling, grandparent, grandchild, domestic partner or parent-in-law. Such bereavement leave does not need to be used on consecutive days but must be used within three (3) months of the family member's death. An employee may use accrued and unused paid vacation or paid sick leave for bereavement purposes. The District will not retaliate against an employee for the employee's use of such bereavement **leave**.

13. Reproductive Loss Leave

For any employee who has been employed with the District for at least thirty (30) days, the employee may take up to five (5) days of unpaid leave each calendar year following a "reproductive loss event." A "reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction. The employee may use vacation time provided under Section 1, above, or paid sick leave provided under Section 8, above, for such reproductive loss leave.

14. Victim of Sexual Assault/Domestic Violence Leave

If an employee is a victim of stalking, domestic violence or sexual assault, or of a crime that caused physical injury or caused mental injury and a threat of physical injury, or had an immediate family member (i.e., spouse or domestic partner, child, parent or sibling) who died as a result of a crime, the employee may take time off to obtain, or to 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 the victim's child. The employee must give reasonable advance notice of the intention to take time off, unless the advance notice is not feasible. When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide certification to the District substantiating the leave. Certification can be any of the following, including:

- A police report indicating the employee was a victim as specified in the above paragraph;
- A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse.

To the extent allowed by law, the District will maintain the confidentiality of any request for a Victim of Sexual Assault/Domestic Violence Leave.

Victim of Sexual Assault/Domestic Violence Leave is unpaid. However, depending on the employee's specific needs, the employee may use accrued vacation, sick leave, or a floating holiday.

The District will also provide reasonable accommodations, as specified under Labor Code section 230(f), for any employee who is a victim of domestic violence, sexual assault or stalking who requests such an accommodation for the employee's safety while at work.

"Domestic violence" is defined in Family Code section 6211; "Crime" is defined in Labor Code section 230(j)(1); "Sexual Assault" is defined in Labor Code section 230(j)(4); "Stalking" is defined in Labor Code section 230(j)(5); and "Victim" is defined in Labor Code section 230(j)(6).

15. Victims of Crime and Judicial Proceedings Leave

If an employee is a victim of a crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, the employee can take time off to attend judicial proceedings related to that crime.

In order to take time off under this provision, the employee must give the District a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide documentation evidencing the judicial proceeding from any of the following entities:

- The court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or,
- The victim and/or witness office that is advocating on behalf of the victim.

Time off for Victims of Crime and Judicial Proceedings Leave is unpaid. However, an employee may elect to use accrued vacation, sick leave, or a floating holiday.

To the extent allowed by law, the District will maintain the confidentiality of any request for a Victims of Crime and Judicial Proceedings Leave.

“Immediate family member” means spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

“Registered domestic partner” means a domestic partner that is registered under California law.

“Victim” means a person against whom one of the following crimes has been committed:

- A violent felony as defined in Penal Code section 667.5(c);
- A serious felony as defined in Penal Code section 1192.7; or,
- A felony provision of law proscribing theft or embezzlement.

N. Credit Union Membership

Credit Unions offer many extras that other financial institutions do not. Employment with the District allows you to join Credit Union of Southern California. Please see the Office Manager for information if you are interested.

SECTION IV

EMPLOYEE RELATIONS

A. EMPLOYMENT STATUS

All District employees who are not employed under a written contract with the District are “at will” employees under California law. However, the District will only exercise its right to terminate employees in “good faith” as defined under applicable California law. In accordance with California law, the District will endeavor to act fairly and will not invoke its right to terminate an employee with an undisclosed ulterior purpose of denying an employee some other contract benefit to which the employee would otherwise be clearly entitled, such as compensation already earned.

B. CONDUCT

District employees are expected to conduct themselves at all times in a manner which will reflect favorably on the District, and which engenders the respect of the public. Employees shall perform their work in an efficient and workmanlike fashion, and shall comply with the instructions given by their supervisors. Employees shall cooperate with the General Manager, supervisors and fellow employees in all matters pertaining to District operations.

C. JOB RESPONSIBILITIES

Employees are expected to be prompt in reporting to work and are further expected to carry out their duties conscientiously until the end of their shift. As an integral member of the District, every employee should actively seek out ways to improve their job performance, as well as to improve the overall efficiency and effectiveness of the District as a whole. Employees are expected to maintain the skills necessary for their job, and are encouraged to attend seminars and classes to the extent necessary to maintain the skills necessary to perform their job.

1. Tardiness and Absenteeism

Employees are expected to be at their work area and ready to work at the beginning of their shift. From time to time, it may be necessary for an employee to be absent from work for emergencies, illness, or pressing personal business matters that cannot be scheduled outside work hours. In the event an employee is unable to work or will arrive late, they must contact their immediate supervisor within one hour of the time the shift begins. As much advance notice as is possible under the circumstances is expected to be provided, in order that arrangements can be made to cover the absent or tardy employee’s position. Employees who are aware of a necessary absence in advance are required to request time off directly from their supervisor. Employees are expected to cooperate in arranging for suitable time off where possible.

In general, three (3) unexcused absences in a ninety (90) day period, or a consistent pattern of absence, will be considered excessive and may subject the employee to disciplinary action. Tardiness or leaving early is as detrimental to District operations as an absence. Three (3) such incidents in a 90 day period will be considered a pattern of tardiness and may also be grounds for disciplinary action. Excessive absenteeism or tardiness or leaving early may lead to disciplinary action.

2. Rest and Break Time

Full-Time (40-hour/week) non-exempt employees are provided with a 15-minute break in the morning and a similar break in the afternoon in order to "break" up the day and as a relief from office routine and tension.

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

3. Care of Equipment

District employees must respect District equipment and guard against misuse, abuse, and waste of District supplies, equipment, and other property. Personal use of District equipment without supervisor approval is forbidden.

4. Personnel Records

Employees must notify the Office Manager of any change in information contained in their personnel records, including, but not limited to changes of name, address, marital status, and emergency contacts. Any employee wishing to inspect their personnel file may do so after submitting a Personnel Records Request Form, in writing. The District maintains all applications and personnel records for the later of at least four years: (i) after such records or files are created, or (ii) after the end of an employee's employment at the District. The District also maintains records of job titles and wage rate histories for each employee for the duration of the employee's employment and seven (7) years after termination. No derogatory information shall be placed into the personnel file unless a copy has been provided to the employee and the employee has been given an opportunity to respond. Employee personnel files and the information therein shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business or otherwise as required by law. At the request of an employee, all disciplinary documents in the employee's personnel file shall be removed after five (5) years, unless there has been further discipline regarding the work behavior that led to the discipline. This provision shall not apply to performance evaluations, which may be retained for so long as the employee continues to be employed by the District.

5. Outside Employment

Full-Time employees of the District are expected to devote to the District the hard work and commitment that public service demands. As such, the District expects its employees to limit their employment efforts to the District alone, and not to seek or accept outside employment without the General Manager's approval, as set forth below. Employees shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with that employee's duties at the District. Activities which fall in this category include:

- a.** Using the prestige or influence of the District for the employee's private gain or the private gain of another;
- b.** Using District time, facilities, equipment or supplies for an employee's personal use without permission from the employee's supervisor or the General Manager;
- c.** Using, or having access to, confidential information available by virtue of District equipment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized;

- d. Receiving or accepting money or any other consideration from anyone other than the District for the performance of the employee's duties as a District employee;
- e. Performance of an act in other than the employee's capacity as a District employee knowing that the act may later be subject, directly or indirectly, to the employee's control, inspection, review, audit, or enforcement as a District employee in the employee's capacity as such;
- f. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the District or whose activities are regulated or controlled by the District under circumstances from which it reasonably could be substantiated that the gift was intended to influence the employee in his or her official duties or was intended as a reward for any official actions performed by him or her;
- g. Not devoting full time, attention, and efforts to the employee's employment during normal hours as a District employee.

Those employees wishing employment with another employer concurrently with their employment with the District may petition the General Manager for permission to accept outside employment, so long as that employment does not violate this policy. If the General Manager determines that the outside employment will not interfere with the employee's ability to carry out his or her District responsibilities, and that such employment will not impact negatively on the employee's efficiency or commitment to the District, the General Manager may grant written approval for such outside employment. Additionally, the General Manager will determine whether the outside employment presents a conflict of interest for the employee, and shall deny permission for outside employment should a conflict of interest arise.

In the event that approval is given, the District may at any time revoke that approval if it becomes evident that the outside employment is affecting the employee's job performance with the District.

6. Personal Appearance

Employees are expected to use good judgment in how they dress and groom themselves in relation to their particular job responsibilities. Those employees whose duties include dealing with customers or visitors in person may be subject to a greater expectation with respect to personal appearance than a field worker. Prior to receiving any visible body piercing, the employee should obtain approval of that piercing from his or her supervisor. Each supervisor is responsible for ensuring that those employees working under them are suitably attired and

groomed during working hours or when representing the District. If a supervisor feels an employee's attire is inappropriate, that employee may be asked to return home to dress appropriately. Subsequent instances of inappropriate attire may, in the discretion of the supervisor, result in the employee being sent home without pay to dress appropriately. Repeated violations of District standards regarding personal appearance may subject the employee to disciplinary action. If an employee feels their immediate supervisor has judged them harshly regarding their dress attire, the General Manager shall make the final decision.

D. HARASSMENT, DISCRIMINATION & RETALIATION PREVENTION POLICY

The District is committed to providing a work environment free of harassment, discrimination, disrespectful or other unprofessional conduct, as well as being free from retaliation for resisting or complaining about such conduct. District policy prohibits conduct that is disrespectful, unprofessional as well as harassment or discrimination based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin or ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, reproductive health decisions, including a decision to use or access a particular drug, device, product or medical service for reproductive health, or any other basis protected by federal, state, or local law, or ordinance or regulation. All such conduct violates District policy, as does retaliating against anyone who resists or complains about such conduct.

The District's harassment, discrimination and retaliation prevention policy applies to all persons involved in the operation of the District and prohibits harassment, discrimination, disrespectful or unprofessional conduct by any employee of the District, including supervisors and managers, as well as vendors, customers, independent contractors and any other persons when they come into contact with district employees. It also prohibits harassment, discrimination, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, discrimination, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally

blocking normal movement or interfering with work because of sex, race or any other protected basis;

- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment or discrimination; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by District policy.

If you believe that you have been the subject of harassment, discrimination or other prohibited conduct, bring your complaint to your supervisor as soon as possible; provided that if the complaint relates to conduct of the General Manager, the complaint should be provided to District Legal Counsel. If your supervisor is involved in, or is the subject of, your complaint, bring your complaint to the General Manager. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. The District will keep all complaints confidential to the greatest extent possible. It would be best to communicate your complaint in writing, but this is not mandatory. Supervisors will refer all complaints involving harassment, discrimination or other prohibited conduct to the General Manager. The District will immediately undertake an effective, thorough, and impartial investigation of the allegations by a duly qualified person. All parties involved in the investigation will be provided appropriate due process, and the District will reach a reasonable conclusion based on the collected evidence. The District will document and track the progress of each matter to ensure reasonable progress after the complaint is filed. Within fourteen days after the completion of an investigation, you will receive a response regarding the results of your complaint.

If the District determines that harassment, discrimination or other prohibited conduct has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment, discrimination or other prohibited conduct will be subject to appropriate disciplinary action up to, and including, termination. A District representative will advise all parties concerned of the results of the investigation. The District will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, or co-workers.

The District encourages all employees to report any incidents of harassment, discrimination or other prohibited conduct forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment and discrimination in employment. If you think you have been harassed, discriminated

against or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

E. SUBSTANCE ABUSE POLICY

General Policy Purpose

It is the policy of the District to create a drug free workplace in keeping with the spirit and intent of the Drug Free Work Place Act of 1988. The use of alcohol and/or controlled substances in the workplace is inconsistent with the behavior expected of District employees and subjects all employees, residents and visitors to unacceptable safety risks, undermining the District's ability to operate effectively and efficiently. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale or use of prohibited substances, as defined in subdivision 3, below, in the workplace or while engaged in the District's business away from the District's premises is strictly prohibited. Such conduct is also prohibited during non-working time to the extent that, in the District's opinion, it impairs an employee's ability to perform his or her on-the-job duties or threatens the District's reputation or integrity; **provided, however, that no disciplinary action shall be taken if a test for cannabis is positive for nonpsychoactive metabolites.**

The District has established this Substance Abuse Policy to provide the greatest degree of protection possible to the public and to District employees. The purpose of this policy is to ensure worker fitness for duty and protect our employees and the public from risks posed by the use of alcohol and controlled substances, to ensure the safe and efficient performance of employee duties, to reduce absenteeism and tardiness, to promote productivity, and to cooperate with the rehabilitation of those employees who seek such help. The District recognizes that drug, alcohol and other controlled substance abuse of employees in the workplace is a serious and growing problem of nation-wide proportions. The District is taking this opportunity to reaffirm its commitment to a drug and alcohol free workplace. Employees convicted of controlled substance-related violations in the workplace, including pleas of nolo contendere (i.e., no contest) must inform the District within five (5) days of such conviction or plea. Employees who violate any aspect of this policy may be subject to disciplinary action, up to and including dismissal. At its discretion, the District may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

1. Applicability

As a condition of employment, all employees are required to comply with all applicable personnel policies and rules.

- a.** This substance abuse policy applies to all District employees.

- b. This policy applies at all times while District employees: (i) are on Pico Water District premises, (ii) are off-District premises but engaged in an activity that is related to or may affect the District's business, reputation or public relations, including, but not limited to, activities during work hours, including lunch and other breaks, and attendance at seminars as a participant or speaker; and (iii) are traveling on behalf of the District.
- c. This policy applies to District employees while off-duty and off-premises, to the extent that such employees engage in conduct prohibited by this policy and such conduct tends to create a risk to persons or property, or to District efficiency upon the employee's return to work; **provided, however, that no disciplinary action shall be taken if a test for cannabis is positive for nonpsychoactive metabolites.**

2. Prohibited Substances

As used in this policy, "prohibited substances" include, but are not limited to, the following:

a. Drugs

Marijuana, amphetamines, cocaine, opiates, and phencyclidine

b. Alcohol

The use of beverages or substances, including any medication, containing alcohol, such that it is present in the body at a level in excess of that stated below while actually performing, ready to perform, or immediately available to perform any District business, is prohibited. "Alcohol" is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

3. Prohibited Conduct

a. Possession, Use, Manufacture and Trafficking

No employee shall engage in the unlawful manufacture, distribution, dispensing, possession, receipt, sale, purchase or use of a prohibited substance or alcohol on District premises, in District vehicles, or while conducting District business off the premises.

b. Drug Paraphernalia

No employee shall engage in the possession, distribution, sale, manufacture or use of paraphernalia normally used for consumption or use of prohibited substances on District premises, in District vehicles, or while conducting District business off the premises.

c. Impairment

All employees are prohibited from being under the influence of alcohol or other prohibited substances during working hours. The use of prescription drugs is prohibited in the workplace by any person other than the person for whom they are prescribed. Such drugs will be used only in the manner, combination and quantity prescribed, and the employee shall advise their supervisor if they are taking such medication prior to operating machinery, vehicles or equipment. Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or otherwise not fit for duty due to substance abuse shall be removed from their duties and be subject to a reasonable suspicion prohibited substance or alcohol test, as hereinafter provided. If such a test is positive, the employee will be subject to discipline in accordance with this policy and the other provisions of this Article V.

d. Alcohol

No employee may report for duty or remain on duty when his or her ability to perform assigned function is adversely affected by alcohol or when his or her breath alcohol concentration is 0.04% or greater. No employee shall use alcohol while on duty or while performing safety sensitive functions. As used herein, the term “safety sensitive functions” shall mean all time from the time any driver on District business begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- i.** All time at a District facility waiting to be dispatched, unless the driver has been relieved from duty by the District;
- ii.** All time inspecting equipment as required by applicable federal regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- iii.** All time spent at the driving controls of a commercial motor vehicle in operation;

- iv. All time, other than driving time, in or upon any commercial motor vehicle;
- v. 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 of material or supplies being loaded or unloaded; and
- vi. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

No employee performing safety sensitive functions shall use alcohol within four hours of reporting for duty nor during hours that he or she is on-call. Violation of this provision is prohibited and will subject the employee to removal from his or her duties and referral to a Substance Abuse Professional ("SAP"), as set forth below.

4. Testing for Prohibited Substances

a. Post Offer Testing

Any employee who has a confirmed positive prohibited substance or alcohol test will be removed from his or her position, informed of education and rehabilitation programs available, and evaluated by a SAP pursuant to subdivision F, below, **unless the positive test is for cannabis that shows the presence of nonpsychoactive metabolites, in which case no such actions will be taken.** The District will make every effort to, and affirms the need to, provide individual employees with dignity, privacy, and confidentiality throughout the testing process.

b. Reasonable Suspicion Testing

All employees shall be subject to urine and/or breath testing when there is a reason to believe that prohibited substances or alcohol use is adversely affecting job performance. Reasonable suspicion testing will be based on written documentation of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odor of the employee. Referral for testing of the employee will be made on the basis of such documented observations.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and abuse and who reasonably concludes that an employee may be adversely affected or impaired in his or her work performance due to prohibited substance abuse or misuse.

c. Return-to-Duty Testing

All employees who previously tested positive on a prohibited substance or alcohol test must test negative (for alcohol, the blood alcohol concentration must be less than 0.02) and be evaluated and released for duty by the SAP before being allowed to return to their jobs. Employees will be required to undergo unannounced follow-up prohibited substance and/or alcohol breath testing following return to duty, as determined by the SAP. The duration of the period during which the employee is subject to such testing, and the frequency of such testing, will be as determined by the SAP. However, it shall not be less than six tests during the first 12 months following return to duty, nor longer than 60 months total, following return to duty.

d. Employee Requested Testing

Any employee who questions the result of a prohibited substance abuse test may request that an additional test be conducted. The additional test may be conducted at the same laboratory or at a different certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee, unless the second test invalidates the original test, in which event, the cost of testing will be paid by the District. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the DOT Regulations found at 49 CFR, Part 40. The employee's request for a re-test must be made to the doctor responsible for analyzing the original laboratory results within 72 hours of receiving notice of the initial test result. Requests after 72 hours will be accommodated only where the employee can establish that the delay was due to circumstances beyond the control of the employee.

5. Testing Procedures

Analytical urine controlled substance testing and breath testing for alcohol will be conducted based on reasonable suspicion, as hereinafter described, and all employees will also be tested prior to returning to duty after failing a prohibited substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests as determined by a SAP.

Testing shall be conducted in the manner designed to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which meet all applicable standards. All testing will be conducted consistent with established procedures, including those in the Department of Transportation ("DOT") guidelines.

The prohibited substances that will be tested for include marijuana (other than for nonpsychoactive metabolites), cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial prohibited substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory gas chromatography/mass spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the DOT guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing (EBT) device operated by a trained Breath Alcohol Technician (BAT). If the initial test indicates an alcohol concentration of 0.02% or greater, a confirmation test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration of 0.02%, but less than 0.04%, will be removed from his or her position for at least twenty-four hours unless a re-test results in an alcohol concentration of 0.02% or less. However, unless the alcohol concentration is 0.04% or greater, the fact that an employee was removed from duty in the interests of safety shall not form the basis for any discipline. An alcohol concentration of 0.04% or greater will be considered a positive alcohol test and in violation of this policy.

6. Compliance with Testing Requirements

All employees are subject to prohibited substance testing and breath alcohol testing in accordance with this policy. Any employee who refuses to comply with a request for testing, who provides false information in connection with the test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately and be referred to an SAP. Refusal to submit to a test can include inability to provide a urine specimen 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. Failure to comply with testing requirements or failure to comply with a referral to a SAP will result in immediate termination.

7. Notifying the District of Criminal Conviction

Any employee convicted of a crime involving the manufacture, distribution, possession or use of a prohibited substance, or convicted of driving under the influence of alcohol or drugs, shall notify the District of such conviction not later than five (5) days after such conviction. A plea of no contest shall constitute a conviction for purposes of this rule, and for purposes of imposing discipline in accordance with this Handbook. Upon conviction of a crime involving alcohol or drugs as specified above, the employee shall be referred to a SAP for rehabilitation assessment. The SAP will evaluate the employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If an employee is returned to duty following rehabilitation, he or she must agree and sign a Return-To-Duty Agreement, pass a return-to-duty prohibited substance and/or alcohol test, and be subject to unannounced follow-up tests as determined by the SAP. The cost of any rehabilitation and subsequent prohibited substance and/or alcohol testing is to be paid by the employee. Employees may use accumulated sick leave, vacation and floating holidays, if any, to participate in a prescribed rehabilitation program.

F. WORKPLACE VIOLENCE

The safety and security of employees and customers are very important to the District. [In accordance with the California Workplace Violence Prevention Act, the District will develop a workplace violence prevention plan and provide pertinent training to all employees.](#) Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or the District's ability to execute its daily business will not be tolerated.

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

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

Employees are responsible for notifying the General Manager, or any other manager/supervisor of any threats, which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on District property or in connection with employment.

Any employee that receives a protective or restraining order that lists District premises as a protected area is required to provide the General Manager with a copy of such order.

G. REQUEST FOR REASONABLE ACCOMMODATION

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the District representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The District will engage in an interactive process with the employee to identify possible accommodations, if any that will help the applicant or employee perform the job.

H. DISCIPLINE AND TERMINATION

1. Voluntary Termination

An employee is deemed to have voluntarily terminated his or her employment if an employee does any of the following:

- a. Elects to resign from the District;
- b. Fails to return from an approved leave of absence on the date specified by the District; or
- c. Fails to report for work without notice to the District for three consecutive days.

2. Involuntary Termination

An employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of the District's rules of conduct as set forth below.

3. Lay-offs and Reorganizations

From time to time, the District may need to terminate an employee because of a reorganization(s), job elimination(s), economic downturn(s), or lack of work. In such cases, the District will attempt to provide all affected employees with advance notice when practical.

4. Discipline and Rules of Conduct

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet District standards, the District will endeavor, when it deems appropriate, to provide the employee a reasonable opportunity to correct the deficiency. When the employee fails to take the necessary corrective action, he or she will be subject to discipline up to and including termination. The following are examples of misconduct or poor performance warranting disciplinary measures up to and including termination:

- a. Unsatisfactory work quality or quantity;

- b. Poor attitude, rudeness, lack of cooperation;
- c. Excessive absenteeism, tardiness;
- d. Failure to follow instructions or District procedures; or
- e. Failure to follow established safety regulations.
- f. Insubordination;
- g. Dishonesty;
- h. Theft;
- i. Discourtesy;
- j. Misusing or destroying District property or the property of another on District premises;
- k. Violating conflict of interest rules;
- l. Disclosing or using confidential or proprietary information without authorization;
- m. Falsifying or altering District records, including the application for employment;
- n. Physical or verbal altercations;
- o. Threats or violent behavior;
- p. Harassing, including sexually harassing, employees or members of the public;
- q. Being under the influence of, dispensing, distributing, using, or possessing alcohol or illegal controlled substances on District property or while conducting District business, or otherwise violating the District's Substance Abuse Policy ([provided no disciplinary action will be taken in the event of a positive test for cannabis that shows the presence of nonpsychoactive metabolites](#));
- r. Sleeping during regularly scheduled working hours;
- s. Possessing a firearm or other dangerous weapon on District property or while conducting District business;
- t. Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the District, its employees, customers, or property;
- u. Violating District policies concerning computers and electronic media, including misuse of internet;
- v. Fraudulent activities including but not limited to the following: misappropriation of District assets; improprieties in the handling or reporting of money transactions; authorizing or receiving payment for goods not received or services not performed; computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of District-owned software; misrepresentation of information on documents.

5. Disciplinary Actions Not Subject to Notice and Hearing Procedures

The following progressive disciplinary actions may be taken against any employee without compliance with the procedures referred to in Section 6 below:

- a. Counseling statements.
- b. Written or oral warnings.
- c. Reprimand, which may be oral, or in writing, or both.
- d. Change in working hours.
- e. Reassignment not entailing a salary reduction or demotion.
- f. Up to three (3) days of suspension without pay.

6. **Disciplinary Actions Subject to Notice and Hearing Procedures**

The following disciplinary actions may be taken against an employee:

- a. **Suspension from Duty:** An interruption of duties resulting from disciplinary action by the District for more than five (5) days without pay.
- b. **Demotion:** Reduction from a position in one class to a position in another class having a lower salary range for disciplinary purposes.
- c. **Termination:** Discharge from District employment.

7. **Disciplinary Notice and Hearing Procedures**

The procedures provided below apply to regular employees who have completed their probationary periods.

a. **Notice of Disciplinary Action**

The employee shall be notified in writing of the intent to impose disciplinary action. The contents of the notice shall be as follows:

- i. A description of the disciplinary action being taken.
- ii. The date on which that action will become effective
- iii. A statement of the charges upon which the action is based, including a reference to or description of the specific District rule or policy violated
- iv. A statement that if the employee feels that the proposed action is not appropriate, he/she has the right to respond to the charges in writing within seven (7) calendar days of the date of the notice. If no timely response is submitted by the employee, the intended discipline shall be imposed immediately after the expiration of the 7 day period.

At the discretion of the District, the employee may be placed on paid administrative leave during the period of notice of intended disciplinary action.

b. General Manager’s Determination.

If the employee submits a response to the notice of disciplinary action, the General Manager shall make a determination whether to impose the proposed disciplinary measure within a reasonable time not to exceed 5 business days unless the General Manager determines in his or her sole discretion that he or she needs additional time to consider the employee’s response. Notice of the General Manager’s determination shall be mailed to employee via certified mail or other means of delivery that indicates receipt. The General Manager’s determination shall inform the employee that he/she has the right to appeal in writing the General Manager’s determination to the District Board within 5 calendar days of the date of the General Manager’s determination.

c. Appeal to the District Board.

The Appeal of the General Manager’s determination shall be heard by the District Board of Director within a reasonable time not to exceed 14 business days from the date the District receives the employee’s written appeal, unless the District and the employee both agree to an extension of time.

d. Appeal Hearing.

During the hearing, the employee shall have the right to:

- i. Call witnesses and question them;
- ii. Be represented by legal counsel;
- iii. Introduce other oral and written evidence on his/her behalf; and
- iv. Record the proceedings.

If an employee intends to be represented by legal counsel, he/she must notify the District at least three (3) days in advance of the hearing.

e. Result of Hearing

Within three (3) business days after completion of the hearing, the Board shall notify the employee of its decision, **which shall be deemed final.**

SECTION V

SAFETY

A. INJURY AND ILLNESS PREVENTION PROGRAM

The District encourages and supports its staff in the pursuit of a safe and healthful work environment. This will be accomplished through the establishment, implementation and maintenance of an effective Injury and Illness Prevention Program (IIPP). The Field Superintendent shall be assigned responsibility for implementing the District's IIPP.

1. Safe Work Practices

The District will require that all of its employees follow safe and healthful work practices whenever any employee of the District is performing any work for the District. Employees who exercise safe and healthful work practices will be recognized at the time of their Performance Evaluation. All employees will be trained in the District's safe practices policy. Employees, who ignore established safe and healthful work practices, will be subject to disciplinary action as cited in section V – D. In the event of an “emergency condition,” the District will not take any adverse employment action against an employee who refuses to report to, or leaves, a workplace or worksite within the area affected by the emergency condition because the employee has a reasonable belief that the workplace or worksite is unsafe. The District will not prevent any employee from accessing a phone or other mobile device to seek emergency assistance, assessing the safety of the emergency condition or communicating with others to confirm the employee is safe. For purposes of this paragraph, an “emergency condition” is either: (i) a condition of disaster or extreme peril to the safety of persons or property caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, worksite, or worker's home, or the school of a worker's child due to a natural disaster or a criminal act. A health pandemic does not constitute an “emergency condition.”

2. Ongoing Communication of Safety and Health Concerns

The District will provide employees with the most current safety and health information possible. This information shall include:

- a. The District's safety and health policies;
- b. The District's rules and regulations; and
- c. New work procedures

3. Encouraging Employees to Share Safety and Health Concerns

Employees are encouraged to share any health and safety ideas, information, and concerns they may have with their supervisor **and to report any violation that endangers the health or safety of any District employee or customer, the environment or the general public.** Management will then consider any concerns or new ideas and promptly respond back to the employee as to the outcome of their concern or idea.

4. Enforcement and Corrective Policies and Procedures

The District will not tolerate any unsafe acts by any of its employees. If an employee violates a health or safety policy or rule, or otherwise does not perform their job in a healthful and safe manner, then they will be subject to appropriate corrective action, up to and including termination as set forth in Article V, above.

The District will comply with all Cal-OSHA health and safety rules and regulations, which are applicable.

5. Safety and Healthful Work Practices

The District recognizes that it has a duty and responsibility to create and maintain a healthful and safe workplace for all of its employees. However, it shall also be the duty of each and every employee to work safe and in a responsible manner.

- a.** Each employee is responsible for the safe operation when using any District owned or operated equipment including: hand tools, machinery powered or not, vehicles, or any other District owned property not in their charge.
- b.** Mechanical safeguards must be in place at all times.
- c.** Employees will immediately report any unsafe conditions or malfunctioning equipment to their immediate supervisor or manager for corrective action. Supervisors will investigate and take the necessary steps to correct the malfunctioning equipment or unsafe condition immediately or take the equipment out of service, if possible, until the problem can be corrected.
- d.** Employees working in areas requiring safety equipment must wear the appropriate safety equipment. This personal protective equipment is provided by the District and maintained by the employee. Failure to wear and maintain the required equipment shall be cause for disciplinary action.
- e.** Employees must immediately report all accidents, injuries, exposures, and “close call” incidents, regardless of how small or inconsequential the

employee may believe the incident to be, to their immediate supervisor or manager.

6. Personal Protective Equipment and Protective Footwear

- a. The District has an Injury and Illness Prevention Program as described in Title 8, California Code of Regulations 3203. The District selects and provides Personal Protective Equipment (PPE) in accordance with the requirements set by California OSHA in Title 8, California Code of Regulations 3380, as well as the federal OSHA requirements stated in Title 29, Code of Federal Regulations, Part 1910, Subpart I – Personal Protective Equipment, Appendix B. Such PPE includes, but is not limited to; protective eyewear, protective clothing, protective footwear, hard-hats, gloves, traffic safety vests, and rain gear. Designated employees are required to have PPE accessible at all times during normal business hours and while performing standby duties. Failure to use PPE in accordance with the general directions of District management as well as the job-specific directions of each employee’s supervisor will be subject to disciplinary action.
- b. The District provides field staff employee’s with protective footwear that must be worn at all times while performing District business.
- c. The District shall provide a safety boot allowance to each field staff employee in an amount not to exceed \$200.00 per employee per fiscal year; provided that this amount shall increase by five percent (5%) effective July 1, 2025 and by five percent (5%) effective as of July 1 for each year thereafter, but not to exceed \$250.00 per year. The General Manager shall have discretion in implementing this allowance, and may either: (i) establish an account with a vendor for the District to directly procure safety boots that meet the requirements set forth below, or (ii) may permit each field staff employee to purchase his or her own boots that meet those requirements. If the District directly procures the safety boots under subdivision (i), above, then a field staff employee shall promptly reimburse the District to the extent the cost of an employee’s boots exceed the amount specified above. If a field staff employee purchases his or her own safety boots under subdivision (ii), above, with his or her own funds, the employee shall submit the receipt to the Director of Operations within ten (10) days of purchase for reimbursement by the District. Any unused portion of the allowance shall revert to the District and shall not be paid to the employee or added to the following year’s allowance. Boots should be sturdy and have an impact-resistant toe and, at a minimum, must comply with the requirements and specifications in American National Standard for Personal Protection – Protective Footwear, Z41-1991. If a field staff employee is assigned to do work which, in the opinion of the Director of Operations or other supervisor, would expose the employee to foot injuries

and that employee does not, in the opinion of the [Director of Operations](#) or other supervisor, have suitable boots, that employee may be removed from that work site. Subsequent instances of failure to have appropriate safety boots may, in the discretion of the [Director of Operations](#) or other supervisor, result in the employee being sent home without pay. Repeated violations of the safety boot requirements regarding may subject the employee to discipline, up to and including dismissal.

- d. Should protective footwear need to be replaced prior to the one-year time frame, the employee will be responsible for any extra costs. Any employee requesting the District provide a replacement pair of protective footwear must present a written request to their supervisor for consideration.
- e. Temporary employees should not be assigned to any work requiring PPE unless they provide their own PPE that is not otherwise provided by the District.

B. USE OF DISTRICT VEHICLES

Employees may be authorized to use a District vehicle as a part of their job responsibilities. Employees operating District vehicles must adhere to the following rules:

1. Employees must present and maintain a valid driver's license and driving record acceptable to the District's insurer. The District is entitled to obtain a copy of an employee's driving record from time to time and each employee shall sign any authorization form required to access that record. Employees are responsible for advising the District of any changes in their driving records, including citations and accidents. Failure to do so may result in disciplinary action, up to and including dismissal.
2. Employees shall enter mileage on the vehicle log on a daily basis and shall also maintain a log of a vehicle's gasoline usage and maintenance. Employees are responsible for following the maintenance schedule as outlined by the [Director of Operations](#) and/or General Manager to maintain valid warranties.
3. Any employee receiving a moving violation while driving a District vehicle is responsible for payment of any fine associated with that violation. Similarly, employees are responsible for any parking violations.
4. Employees shall keep the vehicle clean at all times, and washed and vacuumed as often as necessary. District vehicles shall only be used for District business.
5. Seat belts shall be worn by all drivers and passengers at all times while the vehicle is in operation.

6. District vehicles shall be locked at all times when unattended.
7. Under no circumstances shall a District employee while in a District vehicle pick up any personal friends or hitchhikers.
8. No eating in a District vehicle while it is being driven shall be permitted.
9. No one other than an authorized District employee shall operate a District owned vehicle.
10. Except in case of an emergency, employees shall not use cell phones or send any text message while operating District vehicles. If an employee has the need to use his or her cell phone while operating a District vehicle, the employee shall either use a hands-free device or shall stop the vehicle until the use of the cell phone is completed.

SECTION VI

GENERAL OFFICE/FIELD PROCEDURES

A. UNAUTHORIZED COPYING OF SOFTWARE

The District does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the users' right to make a backup copy for archival purposes (Section 117).

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless a backup copy is not provided by the manufacturer. Unauthorized duplication of software is a Federal crime. Penalties include fines of as much as \$100,000, and jail terms of up to five years.

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support and no information about product updates.

1. The District licenses the use of computer software from a variety of outside companies. Pico Water District does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it.
2. With regard to use on local area networks or on multiple machines, District employees shall use the software only in accordance with the license agreement.
3. District employees learning of any misuse of software or related documentation within the District shall notify the General Manager or the District's legal counsel.
4. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. District employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include dismissal.

B. MEETINGS

1. Optional Meetings

On occasion, the District may request that an employee attend a District sponsored meeting, or other outside meeting at which the employee's attendance is deemed beneficial to the District. If such meeting is scheduled during regular working hours, the employee's attendance is required. If the meeting is held after

hours or on a weekend, holiday or other day off, non-exempt employees electing to attend will be paid for the time spent traveling to and from the meeting as well as for the time spent at the meeting. Exempt employees may be required to attend such meetings as part of their job duties.

2. Mandatory Meetings

On occasion, supervisors will schedule meetings. Every effort will be made to schedule such meetings during work, or immediately before or after work. If attendance at such a meeting is mandatory, employees will be informed in writing. Failure to attend may result in disciplinary action, up to and including dismissal. All non-exempt employees will be compensated for their attendance at any meeting held before or after regular working hours.

C. VOICEMAIL

The voicemail system is District property and is intended for District business. This system is not to be used for conducting non-District related business or purposes. The District reserves the right to review any and all voicemail messages, when necessary. The misuse of the voicemail system shall be disciplined in accordance with Section IX of this Handbook, and/or other rules or laws.

D. COMPUTERS AND ELECTRONIC MEDIA

The District maintains various forms of electronic media systems to assist in the conduct of the business within the District and anticipates expanding these systems in the future. These systems, including the equipment and the data stored in the system, are, and remain at all times the property of the District. As such, all messages created, sent, received, or stored in the systems are, and remain, the property of the District, and as such may be monitored, recorded, and/or reviewed for quality control and appropriateness purposes at any time. District employees have no reasonable expectation of privacy with respect to any such messages sent or received through District-owned equipment.

The District reserves the right to retrieve and review any messages composed, sent or received. Please note that even when a message is deleted or erased, it is still possible to re-create the message. The District therefore cannot ensure the privacy of any messages to any employee. While voicemail and electronic mail may accommodate the use of passwords for security, confidentiality cannot be guaranteed, and employees are hereby notified that all messages may be reviewed by someone other than the intended recipient. All passwords must be made known to the District, so that all systems are accessible to the District when employees are absent.

1. Scope of Use

Electronic media, including but not limited to computers, the Internet, and voicemail, are for District business use. Limited occasional or incidental use of electronic media (sending or receiving) for personal, non-business purposes is understandable, as is the case with personal telephone calls. However, employees need to demonstrate a sense of responsibility and may not abuse the privilege. Electronic media may not be used for knowingly transmitting, retrieving or storing any communications: (a) of a discriminatory or harassing nature; (b) which are derogatory to any individual or group; (c) which are obscene or X-rated communications; (d) which are of a defamatory or offending nature; (e) which are “chain letters;” or (f) which are for any other purpose which is illegal, against District policy or contrary to the District’s interest. District employees shall comply with all directives from District management regarding the permissible scope of use of District computers and other electronic items. [A District employee should not have any expectation of privacy in connection with his or her use of the District’s electronic media.](#)

2. Monitoring

Although electronic information created and/or communicated by an employee using e-mail, word processing, utility programs, spreadsheets, voicemail, telephones, Internet access, etc., will not generally be monitored by the District, the District reserves the right to monitor such use. Additionally, the District routinely monitors usage patterns for both voice and data communications (e.g., telephone numbers called or web sites accessed) in order to perform cost analysis/allocation and manage the District’s gateway to the Internet. The District also reserves the right, at its discretion, to review any employee’s electronic files and messages (including voicemail) and usage to the extent necessary to ensure that electronic media and service are being used in compliance with the law and with this and other District policies. **Employees should not assume that electronic communications are totally private or confidential, and should transmit highly sensitive information in other ways.**

3. Passwords

Each employee who uses any security measure (password) with respect to electronic media provided by the District shall provide the General Manager with a sealed written record of all passwords utilized for District purposes. It is important to understand that while employees may have a confidential password, they should be aware that this does not suggest that the system is for personal, confidential communications, nor does it suggest that e-mail or other electronic media is the property right of the employee. The use of the e-mail system is for District business. Users should not share their password with anyone else.

4. Electronic Mail

The District electronic mail system is designed to facilitate District business communication among employees and other business associates for messages or memoranda. Since no computer system is completely secure, the e-mail system is not intended to transmit sensitive materials, such as personnel decisions and other similar information which may be more appropriately communicated by written memorandum or personal conversation. The e-mail system is District property and intended for District business. The system is not to be used for employee personal gain or to support or advocate non-District related business or purposes. The District reserves the right to review the contents of an employee's e-mail communications when necessary. Employees may not intentionally intercept, eavesdrop, record, read, alter, or receive another person's e-mail messages without proper authorization. The misuse of e-mail privileges shall be disciplined in accordance with the provisions of Section IX of this Handbook, and/or other applicable rules or laws. **A District employee should not have any expectation of privacy in connection with his or her use of the District's electronic mail system.**

a. Prohibited Uses

Solicitation of funds, political messages, harassing messages, and other such messages are specifically prohibited.

b. Employee Termination, Leave of Absence, Vacation, etc.

Employees who are terminated or laid off have no right to the contents of their e-mail messages and will not be allowed access to the e-mail system. Supervisors or management may access an employee's e-mail if the employees are on a leave of absence, vacation, or are transferred from one department to another department and the access is necessary for the District's business purposes.

5. Internet/Worldwide Web

The District may provide some of its employees with access to the Internet or Worldwide Web, in order to facilitate access to news or information regarding District business, other water agencies, etc. The District's system providing access to the Internet is District property and intended for District business. The system is intended to be utilized in a responsible, business-like manner. All data and information contained in the systems are the property of the District. The District will review the usage patterns of employees, in order to monitor possible abuse of the Internet system. In addition, any employee that uses the system in any manner that is discriminatory, harassing, derogatory or obscene, will have their privileges revoked.

E. ENTERING DISTRICT PREMISES AFTER HOURS

Employees are not allowed to enter District property after normal working hours without the express approval of their supervisor or other District management, except when required by their shift assignment, on occasion of District emergency or when approved by the General Manager. Failure to adhere to after-hours restrictions for entering District premises may lead to disciplinary action as cited in section V – D.

F. PHONE CALLS, MAIL, VISITORS AND PAGERS

1. Phone Calls

Personal phone calls by employees during work hours should be kept to a minimum, and must not interfere with the employee's work duties. Employees are permitted to make limited local area calls on District telephones for essential personal calls during lunch or break periods only. Please do not abuse this privilege. Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made at any time. Every effort will be made to direct incoming urgent calls to the affected employee.

2. Mail

Employees should not use the District as a personal mailing address, and are prohibited from using the District's postage meter for personal mail. Use of the District postage meter for personal use is considered theft, and will subject the employee to discipline, up to and including dismissal. Mail delivered to the District will be presumed to be the District's and opened.

3. Visitors

Visits by family and friends should be kept to a minimum and limited to emergency situations when possible. For health and safety reasons, pets are not allowed on the premises.

4. Cell phones and/or Radio

Some District employees are issued cell phones and/or radios for District use. Cell phones and radios are provided for District business only and shall not be used for personal use, except in the case of an emergency. Employees are reminded to advise those who might call them of this prohibition. Excessive personal use of cell phones or radios may result in an employee's cell phone or radio being removed, and may subject the employee to discipline, up to and including dismissal.

G. DISTRICT VEHICLES AND PROPERTY

Employees shall not store personal equipment or vehicles on District property, other than personal belongings which may be maintained in an employee's locker or desk area.

1. Care of District Equipment and Property

Each employee is responsible for understanding the machines they need to perform their duties on. Maintenance of any District machinery or equipment is vital to the continued effective operation of the District. If an employee finds that a machine or piece of equipment is not working properly, or in any way appears unsafe, the employee should notify their supervisor immediately so that appropriate repairs or adjustments can be made. Under no circumstances should an employee start or operate a machine the employee deems unsafe, nor should the employee adjust or modify any safeguards provided with District machinery or equipment.

H. TOOLS, UNIFORMS AND OTHER DISTRICT PROPERTY

All employees issued uniforms at District expense shall wear those uniforms during working hours. Employees shall maintain uniforms in as neat and presentable a condition as possible under working conditions. The District cleans uniforms at its own expense, unless other arrangements have been made. All uniforms must be returned to the District upon termination of employment.

District employees may be issued tools, uniforms or other District property as part of their employment duties with the District. Any such property provided to District employees must be returned to the District at the time of their separation from employment with the District, or whenever requested by their supervisor or other District manager. Employees are responsible for any lost or damaged District property.

Employees shall not remove District property from the premises of the Pico Water District, except while performing their duties as an employee of the District. No exceptions will be made without prior authorization from the General Manager. District personnel found to be in violation of this policy will be subject to discipline up to and including dismissal.

I. CONFIDENTIAL INFORMATION

The District is entrusted with important and confidential information relating to its customers and the contractors that work with the District. By safeguarding that information, the District earns the respect and further trust of the customers and contractors. Employees of the District are therefore expected to support that obligation to maintain confidentiality, even after leaving their employment with the District. Any violation of that confidentiality seriously injures the District's reputation and effectiveness. Employees are therefore advised not to discuss customer accounts with

anyone who does not work for the District, and to not discuss District transactions with anyone who is not involved in those transactions. Even casual remarks can be misinterpreted and repeated, so employees are expected to develop the personal discipline necessary to maintain confidentiality. Any employees hearing or seeing or becoming aware of any other employees breaking this trust are advised to report such incidents to their supervisor. Employees are prohibited from removing or making copies of any confidential or proprietary District records, reports or documents without prior management approval. Violation of this policy could lead to discipline, up to and including dismissal.

J. BULLETIN BOARD

The District provides two bulletin boards for the use of District staff. One bulletin board shall be located in the office lunch room, and the second bulletin board shall be located in the field staff lunch room. Information on vacations, holidays, and matters important to you may be posted depending on space.

K. SUGGESTION BOX

A suggestion box is provided by the District at a convenient location in the Field Office. The District encourages its employees to submit suggestions for improvement relating to the management or operation of District business.

L. LUNCH ROOM FACILITY

For the convenience and comfort of its employees, the District provides two lunch room(s) equipped with microwave ovens, refrigerators and televisions for both the field and office staff members who wish to bring their lunch from home. These areas are specifically assigned to the office and field staff separately. It is the responsibility of those utilizing these facilities to keep them neat and clean.

M. VISITORS

The District's insurance coverage and good common sense prohibits unescorted visitors in District facilities outside the general waiting area in the lobby. Visitors are generally not permitted on District property without prior permission from a supervisor. Employees expecting visitors should request permission from their supervisor, and make sure that the visitor parks in designated parking areas only.

N. SMOKING

In order to maintain a safe, comfortable working environment, and to ensure compliance with applicable laws, smoking is prohibited in the District's office and vehicles. Because the District may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in a non-smoking area will be subject to disciplinary action.

O. SECURITY

Maintaining the security of District buildings and vehicles is every employee's responsibility. Employees should develop habits that ensure security in the normal course of their activities, such as, by way of example:

1. Always keep cash properly secured. If you become aware that cash is insecurely stored, immediately inform the person responsible.
2. Know the location of all alarms and fire extinguishers and familiarize oneself with the proper procedure for using them, should the need arise. Upon departing the District premises, make sure that all entrances are properly locked and secured, where appropriate. In the interest of safety and security, certain portions of the District's facilities may be restricted to authorized personnel only. Such areas will be clearly marked. The District reserves the right to inspect all packages or closed containers brought into or taken out of the work area.

P. CUSTOMER RELATIONS

The success of the District depends in large part upon the quality of the relationships between the District, its employees, its customers, and the general public. District customers' impression of the District, and their interest and willingness to deal with the District is greatly formed by their interaction with the people who work for the District. Regardless of an employee's position, all employees are representatives of the District at all times. The greater the goodwill promoted by District employees, the greater District customers will respect and appreciate the District and its employees. In that regard, all District employees should act competently and deal with customers in a courteous and respectful manner, communicate pleasantly and respectfully with other employees at all times, provide prompt and courteous responses to inquiries and requests, and perform all duties in an orderly manner, taking pride in doing the best job possible.

Q. RETURN-TO-WORK PROGRAM (RTW)

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

This policy is consistent with the District's responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities, while recognizing that neither federal nor state law requires the District to create a new position; displace another employee; promote an employee as an accommodation; reallocate essential job functions; or reassign an employee or place an employee on a part-time or modified work schedule, if doing so would create an undue hardship on the District.

Managers will assist by directing the employee to appropriate care and assisting in proper reporting of the injury or illness while maintaining a positive and constant flow of communication with the injured worker. They will also assist, if feasible in light of the District's operational requirements and the workloads of other District employees so as to not create an undue hardship on the District, in arranging work which meets "light duty" restrictions, as needed, to reduce lost time. The District management staff will work with the workers' compensation carrier (if applicable) and the employee's treating physician to assist with the assessment of the employee's ability to return to work. Together, they will actively encourage the treating physician to release the injured worker to work as soon as possible without jeopardizing the employee's health or the safety of other District employees.

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

R. LEAVING THE DISTRICT

1. Employee Exit

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

2. Property Return Agreement

Upon employment with the District, each employee may complete a Property Return Agreement if they receive any District property. Property may include, but is not limited to, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job related materials. All District property must be returned prior to departure.

3. Exit Interview

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

4. Benefits

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

COBRA notification will be sent directly to your home.

5. Final Paycheck

You will receive your final paycheck on the next regularly scheduled pay day or earlier if it is required by law. Unused vacation and sick leave will be paid and calculated in accordance with the District's vacation and sick leave policies.

6. CalPERS

You will be notified directly by CalPERS regarding your options.

7. Deferred Compensation Plan

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

(EMPLOYEE COPY - KEEP IN HANDBOOK)

Receipt & Acknowledgment of Pico Water District Employee Handbook

This Employee Handbook is an important document intended to help you become acquainted with Pico Water District. This Handbook will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention. This Handbook may be changed at any time at the discretion of Pico Water District and employees will be given advance notice before any such change is made and will have the opportunity to address the Board of Directors regarding any such proposed change or changes.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Pico Water District Employee Handbook.

I have received and been given an opportunity to read a copy of the Pico Water District Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of Pico Water District at any time, but that I will be given advance notice of any such change or changes. I understand that this Handbook replaces all other previous Handbooks for Pico Water District.

I understand that, should the content of this Employee Handbook be changed in any way, Pico Water District may require an additional signature from me to indicate that I am aware of and understand any new policies.

Employee's Printed Name

Position

Employee's Signature

Date

Supervisor's Signature

Date

The signed original copy of this agreement should be given to your supervisor -- it will be filed in your personnel file.

(SIGN AND GIVE TO SUPERVISOR)

Receipt & Acknowledgment of Pico Water District Employee Handbook

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I understand that, should the content of this Employee Handbook be changed in any way, Pico Water District may require an additional signature from me to indicate that I am aware of and understand any new policies.

Employee's Printed Name

Position

Employee's Signature

Date

Supervisor's Signature

Date

PICO WATER DISTRICT

DISCUSSION ITEM - 7C

**C. Consider Board Approval of
Well #5A Rehab of Well Pump
by General Pump
Company**

STAFF REPORT

To: Honorable Board of Directors
From: Joe D. Basulto, General Manager
Meeting Date: March 20, 2024
Subject: Action Item 7C – Consider Board Approval of Well #5A Rehab of Well Pump by General Pump Company

RECOMMENDATION

That that the Board approve Resolution 250-R.

FISCAL IMPACT

\$109,096.79 from Reserve Accounts

BACKGROUND

In effort to keep up with maintenance of Wells, Well #5A was pulled and vide logged to inspect the pump bowls, suction pipe, column pipe, casing, and other miscellaneous equipment. It was vital that we inspect the pump to maintain efficient productivity, as once the PFAS treatment facilities are online, we do not want to have any issues with pump during that time. It is a best practice to inspect and verify any issues that we may encounter now, rather than when the PFAS treatment plant is operable. Once we are fully operational with our PFAS treatment plant, our water system would only be supplied by 3 Wells, this maintenance would allow us to have a sustainable pump / equipment for our water supply.

Upon approving this work it would allow Well #5A to be more efficient / productive until 8 – 10 years when we would schedule to pulled and inspected.



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CAMARILLO, CA 93010 * PHONE: (805) 482-1215
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WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

February 20, 2024

Job No, 16136

Pico Water District
4843 S. Church St.
Pico Rivera, California 90660
Attn: Mr. Henry Barrientos

Subject: Well 5

Henry,

General Pump Company is pleased to provide our quote for the recently reviewed equipment and engineering inspection.

Engineering Inspection

- The bowl casting are beginning to become brittle, the seal rings are worn, the bowl bearings are worn, the bowl diffuser vanes are not damaged, no signs of recirculating water. The bowl tube is corroded. The impeller seal rings are worn, light pitting in the vanes, no visible signs of damaged vanes, the lock collets are not eroded and in reusable condition. The SS bolting is reusable. The overall condition of the pump is fair. The pump is reusable following reconditioning which includes steam cleaning the bowl castings, replacing the worn bearings, machining the bowl seal rings to a nominal size, clean & chase bolt threads on the bowls, replacing the worn seal rings on the impellers, sand blast all pump components, balance the impellers, replace water flush tube from the pump assembly.
- The suction pipe is heavily corroded, the threads are in bad condition, SS strainer is in fair shape. The suction assembly requires replacement.
- The 10" column pipe has corroded threads. The interior and exterior of the pipe is covered with buildup. The column pipe requires replacement.
- The 10"x2-1/2" BWS rubber retainers are hard and require replacement.
- The line shafts are worn around the tube bearing journals. The tube bearings are worn. The tubes have heavy build-up and are in bad condition. The tube and shaft assemblies require replacement. The head shaft has hourglass wear caused by the packing, uneven wear on the bearings journal area. The head shaft has is turned down to 1-1/2". A new head shaft is required. The bowls shaft is in fair condition. The shaft has a light build of calcium. The bowl shaft will need to be cleaned and polished prior to installation as well as straightened.
- The 10" discharge head has a large amount of buildup on the exterior, the discharge flange is not damaged. The water flush assembly has light buildup on the exterior, is in fair condition. The top flange appears to be in good condition, the top pipe requires replacement. The work to be performed the head and corresponding components is as follows: remove the top flange, recondition the top flange, send the head in for sand blasting and coating, wire brush the machined surfaces, rebuild the water flush assembly, machine a new top tube, clean and chase bolt holes, machine new top pipe.



- The pump is equipped with 1/4" SS airline. A new 300' spool of airline is required.
- The sounding tube PVC is brittle, some of the PVC was damaged during disassembly process. All the PVC is recommended to be replaced.

Cost

Shop Labor

- | | |
|---|--------------|
| • Tear & inspect bowls; provide report & recommendations | 6 Hrs. |
| • Pressure-wash & inspect T&S assemblies | 2 Hrs. |
| • Engineering inspection & report | (Included) |
| • Unload & stage new pump materials; quality assurance | 4 Hrs. |
| • Check proper fit of suction pipe & strainer/Weld lugs & prepare for installation | 2 Hrs. |
| • Steam-clean bowl assembly; wire brush mating faces | 5 Hrs. |
| • Sandblast impellers, collets, & bolting for bowls | 3.5 Hrs. |
| • Heat, quench, & remove worn seal rings from impellers | 1.5 Hrs. |
| • Machine impeller trim diameter for best efficiency | 5 Hrs. |
| • Machine & install new impeller seal rings | 3 Hrs. |
| • Deliver impellers to Balancer; Load-up, trave time, & unloading | 2 Hrs. |
| • Pick-up impellers from Balancer; travel time, load-up, & unloading | 2 Hrs. |
| • Bore-out bowl castings to accommodate new seal rings | 5 Hrs. |
| • Measure new bearings for bowls, suction, & discharge case | 5 Hrs. |
| • Press-out old bearings, polish housings, & install new bearings | 6 Hrs. |
| • Retap bolt holes & assemble bowls; prep for installation | 6 Hrs. |
| • Check proper fit of new column pipe; steam-clean & tighten couplings | 3 Hrs. |
| • Uncrate, stage, & check proper fit of new line shafts | 4 Hrs. |
| • Unbox new line shaft couplings; apply anti seize on threads & install on shafts | 2 Hrs. |
| • Remove T-bearing from old tubes & recondition, prep for install | 2 Hrs. |
| • Set-up & stab shafting assemblies in column pipe; stage equipment | 3 Hrs. |
| • Unbox & check proper fit of new retainers; palletize and prepare for installation | 1 Hrs. |
| • Remove top column flange & nipple from discharge head | 1 Hrs. |
| • Mob/De mob head to Sandblaster; Load-up, trave time, & unloading | 4 Hrs. |
| • Steam-clean top column flange & wire brush mating areas | 3 Hrs. |
| • Machine new top column pipe & install flange | 3 Hrs. |
| • Make top flange gasket & install top nipple/flange assembly to discharge head | 2 Hrs. |
| • Drill & tap larger drain hole on the head | 1 Hrs. |
| • Retap holes on discharge head, paint to finish, & prepare for installation | 3 Hrs. |
| • Fit & fabricate new SS CAL-OSHA Window Screens | 2 Hrs. |
| • Rebuild existing Water Flush assembly to manufacturer's standards | 5 Hrs. |



Shop Labor – Cont.

• Machine new head shaft: install nut & key, prepare for installation`	6 Hrs.	
• Check proper fit of new Airline assembly; gather bracket & fittings and prep for installation	1 Hrs.	
• Clean and recondition components in parts bucket/Replace as necessary	2 Hrs.	
• Gather necessary gaskets, fittings, bolting/Stage all equipment and prepare for installation	2 Hrs.	
• Dispose leftover junk materials	<u>2 Hrs.</u>	
	110 Hrs. @ \$118/Hr.	\$12,980.00

Materials

• 316SS Cone Strainer	\$ 910.00	
• 10" X 10' X .279" TOE NPT Suction Pipe	683.00	
• Materials to Rebuild 12" Bowls – 6 Stage	5,945.00	
• 10" X 20' X .365" Heavy Wall TNC Butt Pipe	18,316.00	
• 10" X 5' X .500" TBE Butt Nipple	623.00	
• 3" X 5' Tube	210.00	
• 2-1/2" X 1-1/2" X 20' Water-Flush T&S Assembly	21,933.00	
• 2-1/2" X 1-1/2" Bronze T&S Bearing	186.00	
• 1-1/2" 304SS Shaft Coupling	756.00	
• 10" BWS Centralizer	187.00	
• 10" Top Column Flange Gasket & Bolt Kit	121.00	
• 1-15/16" 416SS Head Shaft w/ Nut & Key	1,410.00	
• Materials to Refurbish 10" Discharge Head	206.00	
• Stainless-Steel Material for CAL-OSHA Screens	133.00	
• Material for Stainless-Steel High-Pressure By-Pass Line	75.00	
• 1/4" SS Airline Assembly w/ Gauge, Bracket, and Fittings	966.00	
• 3/4" SS Banding & Buckels for Airline and PVC Pipe	206.00	
• 1" X 10' SCH-80 Flush-Thread PVC Pipe	1,633.00	
• 10", 150# Discharge Gasket w/ grade 5 Nut & Bolt Kit	125.00	
• Electrical connection kit	395.00	
• Consumables (Oil, Grease, Sealer, Solvent, etc.)	287.00	
• Shipping & Handling	583.00	
• Sales tax @ 10.25%	<u>5,728.62</u>	\$ 61,617.62

Field Labor – Brush & Bail Well

• Brush well with steel brush.		
• Bail well (if required).		
• Steel brush rental (Qty 2 @ \$585/Ea.)	\$ 1,170.00	
• Sodium Hypochlorite (12.5%)	40.00	
• Sales Tax @ 10.25%	<u>24.60</u>	\$ 1,234.60



Field Labor – Brush & Bail Well (Cont.)

2-man Crew, Pump Rig, & Flatbed truck		
Est. 24 Hrs. @ \$489/Hr.	11,736.00	
O.T. 8 Hrs. @ \$130/Hr.	<u>1,040.00</u>	\$ 12,776.00

Field Labor – Pump Installation

- Mob to site, set up rig.
- Run salt shaker with HTH for chlorination.
- Change out salt shaker, proceed with pump installation.
- Install motor
- Startup
- Testing

3 men & combination rig & service truck -	20 hrs. @ \$650/hr.	\$13,000.00	
1 man & crane	8 hrs. @ \$299/hr.	2,392.00	
Electrician & Service truck -	8 hrs. @ \$195/hr.	1,560.00	
O.T – 3 Crew	6 hrs. @ \$195/hr.	<u>1,170.00</u>	\$18,122.00

Outside Service

1. Dynamic Balance Impellers	1,500.00	
2. Sandblast & Epoxy Coat discharge head	786.00	
3. Sales tax @ 10.25%	<u>80.57</u>	<u>\$ 2,366.57</u>

Total Labor & Materials \$ 109,096.79

Should you have any questions or need additional information regarding the above summary and associated cost, please do not hesitate to contact us.

Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Mark Haas

Mark Haas
Project Manager

PICO WATER DISTRICT

DISCUSSION ITEM - 7D

D. Consider Board Approval of District's Scholarship Application Process

STAFF REPORT

To: Honorable Board of Directors

From: Joe D. Basulto, General Manager

Meeting Date: March 20, 2024

Subject: Action Item 7D – Consider Board Approval of District’s Scholarship Application Process

Recommendation:

Board / Discussion & Approve

Fiscal Impact:

No Impact

Background:

At the request of Director Pete Ramirez, to discuss re-instating The Pico Water District Scholarship program which has been on hold for about 3 years, the application process has been updated the criteria, with the assistance of legal counsel.

Director Pete Ramirez would like to discuss with the Board of Directors, for the Directors to sponsor / fund the program, given the District’s financial status.



2024
PICO WATER DISTRICT
SCHOLARSHIPS
FOR GRADUATING HIGH SCHOOL SENIORS

Description: The Pico Water District (District) Board of Directors, in an effort to promote (i) continuing education regarding the District and its mission, as well as to educate the public regarding water-related issues, (ii) advancement of water conservation, and (iii) advancement of careers in the water industry through further education, is now seeking to provide scholarships to those individuals that meet all eligibility requirements, as stated below, and plan to continue their education after high school.

The District is proud each year to provide two (2) \$1,000 scholarships to graduating high school seniors who live within the District's service area and plan to attend a college or university after graduating from high school.

Application: On the application provided, please provide information on your involvement in community service, public service, volunteer work and/or environmental efforts. You must also address the questions provided on the application.

Submission & Deadline: To be considered for the District's Scholarship Program (Program) interested applicants must complete a District Scholarship Application, answer all questions and return back to the District Office located at 4843 Church Street, Pico Rivera, California 90660 or mail to P.O. Box 758, Pico Rivera, California 90660, no later than 4:30pm April 30, 2024. If you have any questions call (562) 692-3756 and ask to speak with Mrs. Sondra Tututi.

ELIGIBILITY REQUIREMENTS FOR THE PICO WATER DISTRICT SCHOLARSHIPS PROGRAM

- Will graduate from high school in 2024.
- Plan to enter a college or university in the fall of 2024.
- **APPLICANTS MUST RESIDE IN THE PICO WATER DISTRICT SERVICE AREA. Applicants must provide a copy of their residence's Pico Water District WATER bill with their application packet** (you must be a customer of the Pico Water District or be a member of a family that is a District customer to be considered).
- Upon approval, this scholarship will be sent directly to the college listed on your application, indicating that it can be used for tuition, fees, or books, and should be treated as a scholarship of additional funds to you, not simply to “replace” other college funds given in your financial packet. Provide / Submit proof of enrollment to Pico Water District and upon verification, scholarship award to your selected college will be sent within the first quarter or semester of the 2024-25 school year.

2024 PICO WATER DISTRICT SCHOLARSHIP APPLICATION FORM

I Type your information directly onto this form or attach typed information with this application.

1. Name:
2. Home Address/City/Zip Code:
3. Home Phone Number:
4. Email:
5. Name of High School:
6. High School Graduation Date:
7. College or University You Plan to Attend:

II Type your answers on this form or provide your typed answers on a different sheet with this form.

1. List school and extra-curricular activities over the past four years that demonstrate your involvement in Community/Public Service, Volunteer Work and/or Environmental Efforts.
2. List any other school or extra-curricular activities over the past four years.
3. List any honors, awards or recognition you have received over the past four years.
4. List any employment experience over the past four years.
5. Please provide any other information you feel is important for us to know.

III Please answer the following three (3) questions:

1. Who is the person who has most influenced you and why?
2. Describe the course of study or interest you plan to pursue. What or who inspired you to this field of study?
3. Write a typed 500-word essay on what conservation (water, ecosystems, etc.) means to you and why individuals should conserve resources?

INFORMATION ITEMS

9. INFORMATIONAL ITEMS

- A. Production & Water Level Report.
- B. Monthly Activity Report.
- C. Reservoir Conditions – March 12, 2024

PICO WATER DISTRICT

**WATER LEVEL &
CALIFORNIA RESERVOIR
CONDITIONS REPORTS**

FEBRUARY 2024

WATER LEVELS REPORT

Water Levels for February 2024

Listed below are the water levels for the two key monitoring wells used by the Water Replenishment District of Southern California (WRD), and the District's active wells.

WRD is charged with monitoring the water levels in both the Central Basin and West Coast Basin, and with making sure both basins are replenished annually. As a means of monitoring the levels in both basins WRD measures the depth of water in two specific wells, 1601T located in between the San Gabriel River and the Rio Hondo spreading grounds, and the second Carson #1 located in the City of Carson. WRD compares the levels of these two wells month to month, and year to year as a means of gaging the reliability of both basins (levels listed are in feet below surface). As this report is specific to the Central Basin, we are only showing the Central Basin Monitoring Well results below.

	<u>February 2024</u>	<u>February 2024</u>
Central Basin 1601T	71.42	201.65
Carson Well	47.56	24.44

Listed below are the static and pumping levels (in feet below surface) for the District's five active wells, and pump settings (depth), also, is the recorded Draw-down.

	<u>February 2024</u>					Pump Depth Top of Bowls
	Static	Pumping	Flow Rate	Drawdown	Well Depth	
Well #4A	44'	N/A	N/A	N/A	420'	150'
Well #5A	64'	N/A	N/A	N/A	1020'	242'
Well #8	58'	67'	543gpm	9'	474'	243'
Well #10	44'	57'	560gpm	13'	605'	182'
Well #11	68'	84'	2019gpm	16'	1020'	312'

	<u>February 2023</u>			
	Static	Pumping	Flow Rate	Drawdown
Well #4A	75'	N/A	N/A	N/A
Well #5A	87'	96'	540gpm	9'
Well #8	74'	91'	540gpm	17'
Well #10	68'	84'	614gpm	16'
Well #11	84'	123'	1605gpm	39'

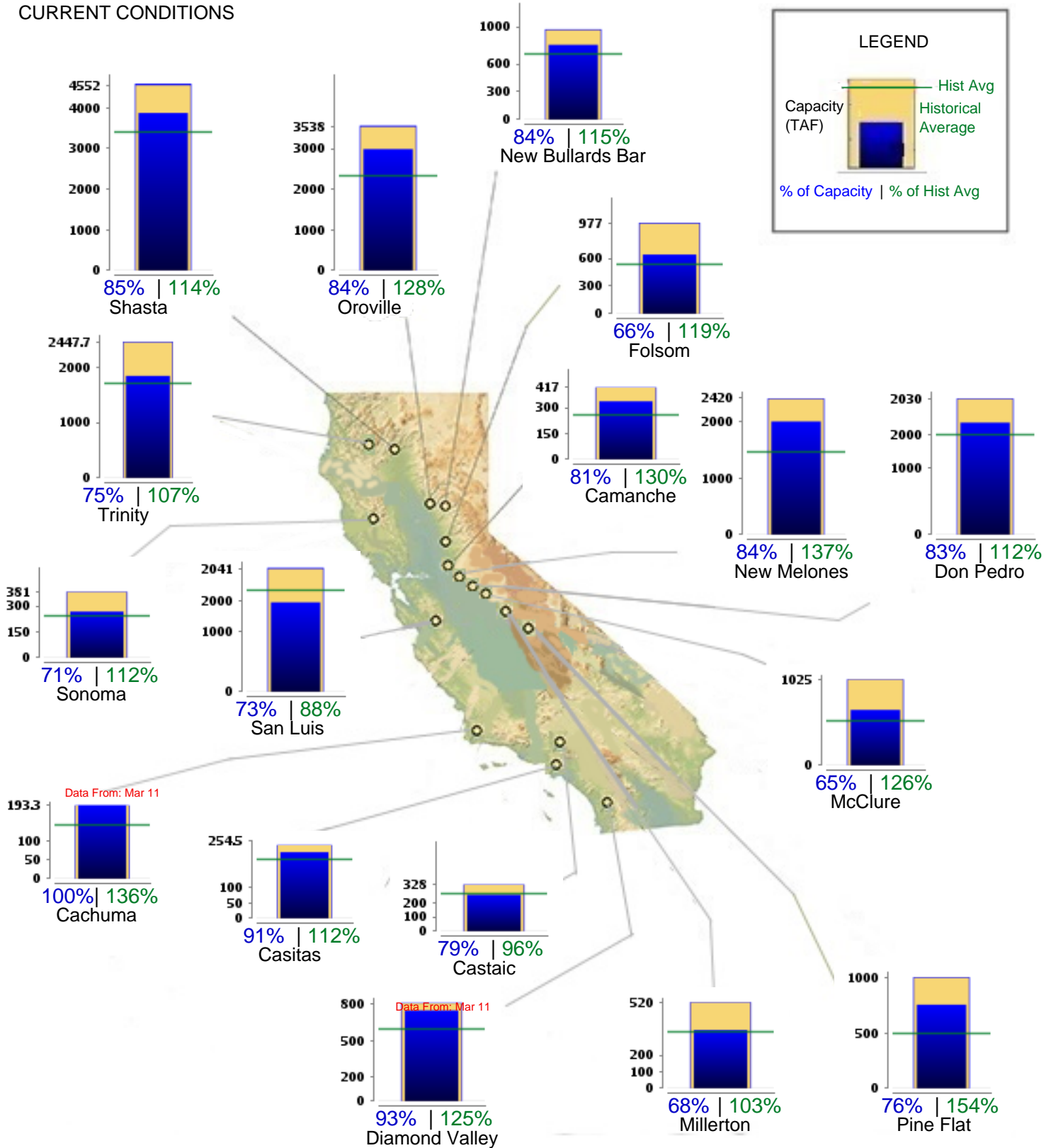


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - March 12, 2024

CURRENT CONDITIONS



PICO WATER DISTRICT

**OPERATIONS MONTHLY
ACTIVITY REPORT**

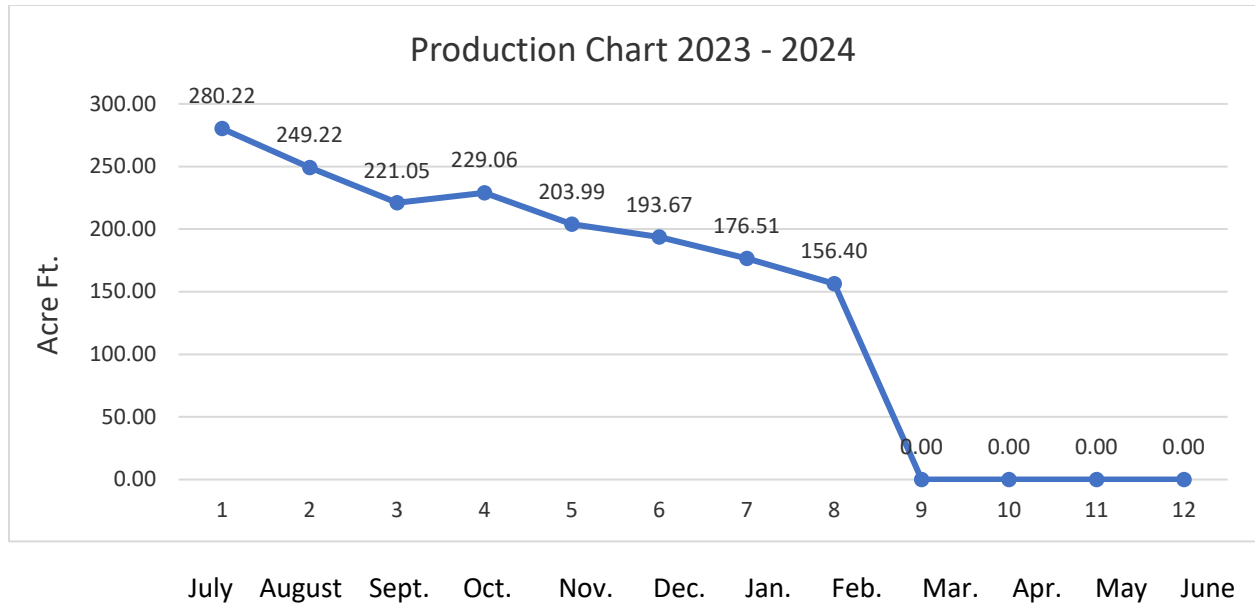
FEBRUARY 2024

PICO WATER DISTRICT

**GROUND WATER
PRODUCTION REPORT**

February 2024

Pico Water District Monthly Production Report



2024 Production Month of **February: 156.40 Acre. Ft.**

27.75 Acre. Ft. Below from 3 year Average.

Total Production for FY 2023 to 2024: **1710.12Acre. Ft.**

Production Allowed: **3624.00 Acre. Ft.**

Lease of Pumping Rights: **120 Acre Ft. – pending WRD Confirmation**

Total currently Leftover: **1913.88 – 120 = 1793.88**