



MID-PENINSULA  
WATER DISTRICT

# *Personnel Manual*

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*MARCH 28, 2019*

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## **SECTION 1**    **PURPOSE**

The Mid-Peninsula Water District (“MPWD”) is governed by the provisions of the California Water Code (“Water Code”) Section 30000 *et seq.* (and following) sections. Under the Water Code, the MPWD General Manager has authority to employ and discharge an employee at any time, with or without cause.

The language used in this *Personnel Manual* is not intended, nor is it to be construed, to constitute a contract between the MPWD and any employee or the public. The MPWD may add, modify, or delete any provision contained in this manual, including those concerning employee benefits, at any time with or without notice.

This manual replaces and supersedes all personnel manuals, revisions, and amendments previously adopted by the MPWD.

### **MPWD Personnel Manual History:**

- Revision adopted March 28, 2019 (Resolution 2019-08)
- Revision adopted October 26, 2017 (Resolution 2017-19)
- New manual adopted September 22, 2016 (Resolution 2016-18)
- Revision adopted October 22, 2009 (Resolution 2009-09)
- Revision adopted June 26, 2008 (Minute Order)
- Revision adopted May 23, 2002 (Resolution 2002-11)
- Revision adopted April 25, 1996 (Minute Order)

## **SECTION 2** **EMPLOYMENT**

### **2.01 Employment Policy**

All employment with the MPWD is “at-will” and may be terminated by the employee or the MPWD at any time, with or without notice, and with or without cause.

The General Manager has the authority to establish and change the compensation of employees, subject to the approval by the Board of Directors (“Board”), within the salary and wage structure adopted by the Board, and subject, where appropriate, to an obligation to meet and confer with an employee representative recognized by the MPWD.

In accordance with Federal and State Immigration and Naturalization laws, all employees must provide the necessary documentation to prove identity and the right to work in the United States. Failure to provide such documentation will result in disqualification from position and/or grounds for immediate termination.

### **2.02 Open Door Policy**

Any employee may meet with the General Manager or the employee’s supervisor on an open-door basis to discuss concerns, complaints, or comments about their terms and conditions of employment or any workplace issues.

### **2.03 Equal Opportunity Employer**

The MPWD is an equal opportunity employer and will not discriminate against employee or applicant for employment in an unlawful manner. The MPWD does not unlawfully discriminate on the basis of race, color, religion (including religious dress and grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, domestic partner status, sexual orientation, physical or mental disability, legally protected medical condition or information, genetic information, family care status, military or veteran status, military caregiver status, or any other basis protected by local, state, or federal laws. When necessary, the MPWD will make reasonable accommodations for disabled employees and for pregnant employees that request an accommodation for related medical conditions.

The MPWD prohibits sexual harassment and the harassment of any individual on any basis. For information about the types of conduct that constitute impermissible harassment and the MPWD’s internal procedures for addressing complaints of harassment, reference the MPWD’s Policy against Harassment.

This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously

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follow this policy. Any employee having any questions regarding this policy should discuss with the General Manager. The MPWD will not allow any form of retaliation against employees who raise issues of equal employment opportunity in good faith. Violation of this policy may result in disciplinary action, up to and including discharge.

### **2.04 New Employee Orientation**

New employees will be provided a formal orientation that will include: an initial meeting with co-workers; a tour of MPWD facilities; a meeting with the Administrative Services Manager and/or General Manager to review benefits, office procedures and MPWD *Personnel Manual*; training as needed for employee's position; and a meeting with the General Manager, Administrative Services Manager, and Operations Manager to learn about their specific responsibilities.

### **2.05 Categories of Employment**

**A. General:** The MPWD has two categories of regular employment:

1. Regular full-time employees are those who regularly work 30 or more hours per week.
2. Regular part-time employees are those who regularly work less than 30 hours per week.

**B. Employee Classification.** All regular employees are classified as either “exempt” or “non-exempt.” Exempt employees are exempt from earning overtime compensation under federal and state wage and hour laws. These include individuals employed in an executive, administrative, or professional capacity as defined by applicable wage and hour laws. “Non-exempt” employees are eligible to be paid for overtime pay under the specific provisions of federal and state laws.

**C. Initial Introductory Period.** All non-exempt regular employees serve an initial introductory period of six months. The introductory period shall be utilized for evaluation of the employee's performance. The employment relationship remains “at-will” during the entirety of the introductory period. The MPWD or the employee may terminate the employment relationship at any time, with or without notice, and with or without cause during the introductory period. At the end of the introductory period, the employee may be offered further employment at the MPWD's discretion. Completion of the introductory period shall not alter the “at-will” status of the employment relationship. In certain circumstances, with the approval of the General Manager, the six-month introductory period may be extended.

**D. Promotional Introductory Period.** A regular employee that is promoted shall serve a promotional introductory period of at least six months in the position they have been promoted to, commencing from the promotion date. The employee remains

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an “at-will” employee during the promotional introductory period, and the MPWD or the employee may terminate the employment relationship at any time, with or without notice, and with or without cause. Completion of the promotional introductory period shall not alter the “at-will” status of employment.

- E. No Reinstatement.** An employee that fails to fulfill their duties in the new position they are promoted to is not entitled to be reinstated to their former position. In the sole discretion of the General Manager, such employee may be reinstated or reassigned to another position. The employee does not have the right to appeal this decision.
- F. Temporary Staff.** The General Manager may, when MPWD operations require, hire employees on a temporary basis. Temporary employees are “at-will” and the MPWD or the employee may terminate the employment relationship at any time, with or without notice, and with or without cause.

### 2.06 Appointment to Positions

Appointments to positions shall be made by the General Manager. When filling vacancies, current employees will be given first consideration. While seniority of service is a consideration for filling vacant positions, it is not determinative, and the General Manager may choose the candidate they believe to be the most qualified for the job. An employee appointed to a particular position may be assigned duties of another position and is expected to perform all duties or jobs assigned by District management.

### 2.07 Personnel Records

The MPWD retains personnel files for each employee. These records are considered confidential and, unless otherwise required by law, only authorized MPWD management and supervisory staff will be permitted access. Employees and their representatives have the right to inspect their personnel files at reasonable times and on reasonable notice. An employee must make their request in writing (email is acceptable) to the General Manager and, once coordinated, may inspect their file only in the presence of the General Manager or their designee. An employee may inspect only his or her own personnel file. In addition, employees have the right to request copies of all employment-related documents that they have signed.

Employees must ensure the MPWD has accurate personnel information. Employees that have a change of name, address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency or other pertinent information should report the updated information to the Administrative Services Manager in writing.



## **SECTION 3** HOURS OF WORK AND ATTENDANCE

### **3.01 Work Hours**

- A. For purposes of calculating overtime, the MPWD’s workweek begins at 12:01 a.m. on Sunday and ends at 12:00 a.m. the following Sunday, and each workday begins at 12:01 a.m.
- B. Employee work hours shall be an 8-hour shift within an 8.5 hour period between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday.

MPWD office hours shall begin at 8:00 a.m. and end at 4:30 p.m., Monday through Friday.

- C. The MPWD regular work week shall consist of forty (40) hours, Monday-Friday.
- D. The General Manager may require an employee temporarily to perform service outside of the regular work hours or in excess of the scheduled workday for effective conduct of the MPWD’s business.
- E. The General Manager shall be responsible for the determination of the work hours, necessary minimum staffing levels, and office opening/closure in urgent circumstances.

### **3.02 Attendance**

Employees shall be in attendance at work in accordance with their work standards regarding hours of work and leave schedules. Any absence from work taken without prior authorization (aside from the use of paid sick leave, approved vacation or other excused absence) shall be the basis for disciplinary action, up to and including termination.

### **3.03 Rest and Break Time**

Fulltime non-exempt employees are encouraged to take a 15-minute break in the morning and a similar break in the afternoon in order to “break up” the day and as a relief from workplace routine and tension. Less than 40-hour/week employees should clarify with their supervisor or a manager for appropriate rest and break times.

Fulltime non-exempt employees are **required** to take an unpaid 30-minute lunch break. An exception could be made if an employee is working less than 8 hours/day, which should be approved in advance by that employee’s supervisor or a manager.

## **SECTION 4** PAYROLL ADMINISTRATION

### **4.01 Time Sheets**

Electronic time sheets are provided for all MPWD employees. They are a means by which the employee records the time spent at work for payroll purposes. Each employee shall accurately complete a time sheet each payroll period for review and approval by their immediate Supervisor at least one week prior to the pay day. Vacation, sick, and holiday time must be entered on the time sheet. No employee may complete a time sheet for another employee. Failure to fill out time sheets accurately and timely may lead to disciplinary action, up to and including termination.

### **4.02 Pay Days**

Regular fulltime non-exempt employees are paid on the fifteenth (15th) and the last day of every month for the preceding pay period, which covers either the first (1st) through the fifteenth (15th) of the month or the sixteenth (16th) through the last day of the month.

Regular fulltime exempt employees are paid on alternating Fridays, or 26 times per calendar year, for the 14-day period ending the Friday before pay day.

If a pay day falls on a holiday or weekend, paychecks will be distributed on the preceding work day.

Loans or advances against wages will not be permitted, and neither is personal check cashing at the MPWD by employees.

### **4.03 Garnishments**

A garnishment is a court order requiring the MPWD to remit part of an employee's wages to a third party in payment of a just debt. Because garnishments involve the MPWD in its employees' private financial affairs, it is incumbent upon each employee to responsibly manage their finances.

### **4.04 Payroll Deductions**

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

Required deductions include Federal Income Tax, FICA (Federal Insurance Contributions Act) Taxes, State Income Tax, and CalPERS. Also, if applicable, the required portion of an employee's healthcare benefits may be a required deduction.

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## **SECTION 4**

### **4.05 Direct Deposit**

Direct deposit of an employee's paycheck is required. An employee is required to complete the "Direct Deposit" form, attach a voided check, and return to the Administrative Services Manager.

### **4.06 Employee Information**

Employee information, including current address and telephone number are essential for many purposes, and any changes should be noted in writing and submitted to the Administrative Services Manager as soon as possible. Other changes in personal status that are required for reporting to the Administrative Services Manager in writing include, but are not limited to:

- Name and/or marital status;
- Address and/or primary telephone number;
- Number of eligible family members;
- Tax payroll deductions;
- Emergency contact information;
- Changes to beneficiaries; or
- Changes to deferred compensation.

## SECTION 5 OVERTIME WORK AND COMPENSATION

### 5.01 Overtime Work and Compensation

- A. **Non-Exempt Employees.** Non-exempt employees are employees that are eligible to be paid for overtime work in accordance with the provisions of applicable wage and hour laws.
- B. **Exempt Employees.** Exempt employees (e.g., executive, administrative, professional) are exempt from state and federal laws requiring overtime compensation.
- C. **Overtime Work.** Overtime for non-exempt employees includes work in excess of eight (8) hours in one work day—either before or after the established MPWD work hours, which will be permitted only if previously approved by the General Manager, Administrative Services Manager, or Operations Manager. Time spent on MPWD property for the convenience of the employee shall not be included as overtime hours worked.

If an employee is called to work before or after regular business hours, they may, with management approval, document that time as part of their regular work day. If the employee's total time worked does not equal eight (8) hours, the employee may either work the remaining hours within the work day, or integrate their vacation leave, compensatory time, or PTO leave to make up the difference. Use of sick leave is prohibited for time the employee is not using for a purpose outlined in the sick leave policy.

- D. **Overtime Compensation.** The MPWD will compensate overtime at the rate of one and a half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours in any one work day or forty (40) hours in any one work week.
- E. **Compensatory Time Off.** In lieu of overtime compensation, with supervisor or manager approval, an employee may receive compensatory time off at a rate of not less than one and one-half hours for each hour of employment that overtime compensation is earned, provided that the use of compensatory time in lieu of overtime compensation does not impair the MPWD's ability to maintain the efficiency and effectiveness of its operations. Compensatory accruals and balances will be reflected on employee's paystub.

All of the following criteria apply to compensatory time off:

1. Request for compensatory time must be made in writing during the payroll period in which the overtime was worked.
2. An employee may not accrue more than eighty (80) hours of compensating time off. Any employee that has accrued eighty (80) hours of compensating time off shall be paid overtime compensation for any additional overtime hours worked.

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3. An employee must use accrued compensatory time off by the end of the fiscal year in which it was earned. If accrued compensatory time off is not used by the end of the fiscal year, the employee will be paid for the earned compensatory time off at the overtime rate in effect at the time paid.
4. If compensation is paid to an employee for accrued compensating time off, the compensation shall be paid at the regular rate earned by the employee at the time paid.
5. An employee that has accrued compensating time off and requested use of that compensating time off shall be permitted to use the time within a reasonable period after making the request, if the use of the compensating times does not unduly disrupt the MPWD's operations.
6. Upon termination of employment with the MPWD, the employee shall be paid for accrued and unused compensation time at the final rate of pay earned by the employee.

### **5.02 Call Back**

Call back hours for non-exempt employees include time between 4:30 p.m. and 6:30 a.m. Non-exempt employees recalled to work between these hours will be compensated minimum of two (2) hours overtime at the rate of one and one-half (1.5) times the employee's regular rate of pay. Call-back overtime pay will begin from the time the employee receives the call and will end when the employee returns to the destination from which they were recalled.

If a non-exempt employee is called back during the thirty (30) minutes before and sixty (60) minutes after the regular working day, they will be compensated at regular overtime, or one and one-half (1.5) times the employee's regular rate of pay.

A recalled employee required to work in excess of four (4) continuous hours of overtime on an emergency basis will receive a TEN DOLLAR AND NO/100 (\$10.00) meal reimbursement allowance.

### **5.03 On Call Duty**

**A. On Call Duty Hours.** On call duty hours are defined as all periods when the MPWD office and operations are closed, including week nights, weekends, and holidays. On a rotating basis, fulltime Operations personnel will be assigned rotating on call duty on a weekly basis (7 days) from the beginning of the work day on Monday through the beginning of the work day the following Monday, and must be available to receive MPWD SCADA alarms and Dispatch/Answering Service calls.

1. Weekday duty commences at the end of each work day Monday through Thursday and ends at the beginning of the following work day. Weekend duty commences at the end of the work day on Friday and ends at the beginning of the work day on the following Monday.

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2. For Monday holidays, the on call duty personnel's service ends at the beginning of the work day on Tuesday.

On call duty personnel are expected to have at least one year's experience working within the MPWD system, required to maintain a minimum D-2 Operator Certification issued by the State of California, and perform their duties as assigned and not trade shifts without advance written authorization of management (email is acceptable).

On call personnel may opt out of being assigned after-hours duty for up to three (3) weeks per year as long as other on call personnel agree to be assigned the time. There must be at least a one-week break between on call assignments per operator in order to avoid fatigue.

- B. Response Time.** On call duty personnel are required to carry an active cellular telephone provided by the MPWD and/or remain near their personal telephone. An MPWD vehicle will be provided for transportation during the on call duty period for MPWD business use only. On call duty personnel should make every effort to ensure their response time to MPWD emergencies does not exceed thirty (30) minutes of being notified.
- C. On Call Duty Pay.** On call duty personnel assigned week night duty shall be paid a stipend the equivalent of two (2) hours of straight time for each 15.5 hours weekday on call duty period, and the equivalent of four (4) hours of straight time each Saturday and Sunday for weekend duty and authorized MPWD holidays, for a total of eighteen (18) hours straight time pay for the on call duty week.

Additionally, if the on call duty personnel is called out to perform actual work during the week night or weekend duty period, they will be paid in accordance with the call back provisions outlined in Section 5.02.

On call duty personnel are responsible for documenting the call times and employees engaged in after-hours work for verification of call back compensation.

### **5.04 Emergency and Disaster Service**

All MPWD employees are public employees and, as such, have been declared by Government Code Section 3100 to be disaster service workers subject to such disaster service activities as may be assigned to them by MPWD management or by law. If, as a result of performing disaster service work, employees work in excess of eight (8) hours per day, they shall receive compensation at 1.5 times their hourly rate.

## SECTION 6 EMPLOYEE BENEFITS

The MPWD has developed a broad, comprehensive set of employee benefit programs to supplement an employee's regular wages. The MPWD 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 MPWD pays for through an outside source. Examples of these benefits include Medical, Dental, Vision, Life, and Disability insurance.

Examples of uninsured benefits are Vacation, Sick, and Holiday pay. These are benefits that are paid for directly by the MPWD and are available to an employee with conditions and specifications summarized herein.

### 6.01 Group Insurance Plans

The MPWD provides group major medical, dental, vision, life, and Employee Assistance Program (EAP) insurance to eligible employees and eligible dependents.

Depending on the employee's date of hire and the options elected, the employee may be required to contribute to the cost of these benefits. For purposes of benefits while an employee, there are two applicable "tiers":

**Tier 1 (Group Insurance Plans, excluding Retiree Health):** All active employees of the MPWD hired on or before September 25, 2014.

**Tier 2 (Group Insurance Plans, excluding Retiree Health):** All employees hired by the MPWD on or after September 26, 2014.

Eligible employees are defined as regular full-time employees. See Section 2.04 for details.

An eligible dependent is defined as the following:

- Spouse;
- Children to their 26<sup>th</sup> birthday, including children placed in the home for adoption;
- Unmarried children who, prior to age 26, are incapable of self-sustaining employment due to physical or mental condition are eligible dependents beyond age 26. A physician must certify this condition within 60 days, and it is subject to approval by the group insurance carrier;
- Children eligible for coverage as a result of a valid qualified medical child support order;
- Domestic Partner as defined by the State of California for state registration requirements;
- Those designated according to the law.

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For a 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.

It is the employee's responsibility to notify the MPWD in writing upon divorce, termination of Domestic Partnership, over-age dependent, or any event that changes the status of dependency.

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

### A. Medical Plan

1. **Persons eligible:** Regular full-time employees and their eligible dependents.
2. **Waiting period:** First day of the month following the employee's hire date.
3. **Employer/Employee contribution as follows:**

*TIER 1 - Group Insurance Plans  
(Active Employees hired on or before  
September 25, 2014)*

MPWD pays 100% of the premium for medical plan coverage for employee and spouse/domestic partner/dependent(s) equal to the value of the Consumer Driven Health Plan (CDHP)

If a Tier 1 employee elects a medical plan that costs more than the CDHP, the employee is required to contribute the difference between the cost of the CDHP and the higher cost plan

*TIER 2 - Group Insurance Plans  
(Active Employees hired on or after  
September 26, 2014)*

MPWD pays 100% of the premium for medical plan coverage for the employee equal to the value of the Consumer Drive Health Plan (CDHP).

MPWD pays 80% of the premium for medical plan coverage for the spouse/ domestic partner/dependent(s) equal to the value of the CDHP for medical benefits offered.

If a Tier 2 employee elects a medical plan that costs more than the CDHP, the employee is required to contribute the difference between the cost of the CDHP and the higher cost plan.



## SECTION 6 B. Health Savings Account (HSA)

The MPWD established HSAs for funding in conjunction with an employee's enrollment in a Consumer Driven Health Plan (CDHP). If an employee does not enroll in the CDHP, they cannot participate in the HSA.

The amount that the MPWD contributes is based on the employee's Tier (described above), the coverage elected (employee only or employee plus one or more) and the amount of the annual deductible under the CDHP.

**HSA Tier A:** For employees that transitioned to an CDHP effective January 1, 2015, HSA funding is at the following funding levels for 2015, 2016, 2017, and 2018:

Single (Employee only) . . . . . \$1,500      Family (Employee+1) . . . . . \$3,000

**HSA Tier B:** For employees hired on or after September 26, 2014, and employees that transitioned to an CDHP after January 1, 2015, HSA funding is at the following levels for 2015, 2016, 2017, and 2018:

Single (Employee only) . . . . . \$1,200      Family (Employee+1) . . . . . \$2,400

Employees who change from Single to Family coverage mid-year (for any reason permitted under the CDHP's terms) will receive pro-rated HSA funding at the Family rate for the remaining months of the year.

The above amounts may be adjusted in future years to coincide with changes in the amount of the annual deductible under the CDHP.

### C. Dental Plan

1. **Persons eligible:** Regular full-time employees and their eligible dependents.
2. **Waiting period:** First day of the month following the employee's hire date.
3. **Employer/Employee contribution:** See table below.

*TIER 1 - Group Insurance Plans  
(Active Employees hired on or before  
September 25, 2014)*

MPWD pays 100% of the premium for dental plan coverage for employee and spouse/domestic partner/dependent(s)

*TIER 2 - Group Insurance Plans  
(Active Employees hired on or after  
September 26, 2014)*

MPWD pays 100% of the premium for dental plan coverage for the employee, and 80% of the premium for dental plan coverage for spouse/domestic partner/dependent(s).

## SECTION 6 **D. Vision Plan**

1. **Persons eligible:** Regular full-time employees and their eligible dependents.
2. **Waiting period:** First day of the month following the employee's hire date.
3. **Employer/Employee contribution as follows:**

*TIER 1 - Group Insurance Plans  
(Active Employees hired on or before  
September 25, 2014)*

MPWD pays 100% of the premium for vision plan coverage for employee and spouse/domestic partner/dependent(s)

*TIER 2 - Group Insurance Plans  
(Active Employees hired on or after  
September 26, 2014)*

MPWD pays 100% of the premium for vision plan coverage for employee, and 80% of the premium for vision plan coverage for spouse/domestic partner/dependent(s).

## **E. Life Insurance**

1. **Persons eligible:** Regular full-time employees (must be actively employed) and their eligible dependents.
2. **Waiting period:** First day of the month following the employee's hire date.
3. **Employer contribution:** Full cost of active employee's coverage.
4. **Employee contribution:** None for employee's coverage. Eligible dependent coverage and supplemental coverage is optional and at employee's expense.
5. **Benefits provided:** One time annual regular gross earnings to a maximum of \$150,000 payable to employee's designated beneficiary(ies). Employees that purchase supplemental coverage are bound to the same maximum as the base coverage.

## **F. Short-Term Disability Insurance**

1. **Persons eligible:** Regular full-time active employees.
2. **Waiting period:** First day of the month following the employee's hire date.
3. **Employer contribution:** Total cost for employee.
4. **Employee contribution:** None.
5. **Benefits provided:** Short-term disability insurance provides an employee with income protection if they become temporarily totally disabled from a covered sickness, accident, or pregnancy. Accumulated sick leave can be used during the waiting period but cannot be used to integrate with short-term disability payments. The policy should be referred to for detailed information. These benefits are taxable. Any overpayment of benefits will require reimbursement. Refer to long-term disability insurance for continued coverage as applicable.

## **SECTION 6** G. Long-Term Disability Insurance

1. **Persons eligible:** Regular full-time active employees.
2. **Waiting period:** First day of the month following the employee's hire date.
3. **Employer contribution:** Total cost for employee.
4. **Employee contribution:** None.
5. **Benefits provided:** Long-term disability insurance provides an employee with income protection after the short-term disability insurance ends, and could continue until age 65 subject to an age reduction schedule. The policy should be referred to for detailed information. These benefits are taxable. Any over-payment of benefits will require reimbursement.

### **H. Employee Assistance Program (EAP)**

1. **Persons eligible:** Regular full-time active employees.
2. **Waiting period:** First day of the month following the employee's hire date.
3. **Employer contribution:** Total cost for employee and eligible family members.
4. **Employee contribution:** None.
5. **Benefits provided:** The EAP provides confidential, professional assistance when personal challenges impact an employee's life and work. The EAP provides information, consultation, and counseling for employees and their family members, as well as training and consultation to management.

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

### **I. Retiree Health Benefits**

Currently, the MPWD provides health insurance benefits (medical, dental and vision) for eligible retirees from the time they retire until their death. The Retiree Health Benefits were amended effective January 1, 2017 to add Tier 3 retirees and to provide for HSA funding for Tiers 1 and 2. The existing provisions and amended provisions are shown in the tables below in this section I.

For purposes of retiree health benefits, there are three applicable "Tiers":

**Tier 1 (Retiree Health):** Eligible retiree originally hired as an MPWD employee on or before June 27, 2008. Coverage for eligible retiree and spouse or registered domestic partner of eligible retiree at time employment terminates.

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**Tier 2 (Retiree Health):** Eligible retiree originally hired as an MPWD employee on or after June 28, 2008 and before September 26, 2014. Coverage for eligible retirees only.

**Tier 3 (Retiree Health):** Eligible retiree originally hired as an MPWD employee on or after September 26, 2014. Coverage for eligible retirees only, effective January 1, 2017.

1. **Persons eligible:** See table below.

	<i>TIER 1 - Retiree Health</i>	<i>TIER 2 - Retiree Health</i>	<i>TIER 3 - Retiree Health</i>
<i>Prior</i>	After 20 consecutive years of service with the MPWD, age 55 or older at time of termination of employment with the MPWD, and retirement under CalPERS from the MPWD.	After 20 consecutive years of service with the MPWD, age 55 or older at the time of termination of employment with the MPWD, and retirement under CalPERS from the MPWD.	N/A (Tier 3 not eligible until 2017)
<i>Effective Jan. 1, 2017</i>	After 15 or 20 consecutive years of service with the MPWD, age 50 or older at time of termination of employment with the MPWD, and retirement under CalPERS from the MPWD.	After 15 or 20 consecutive years of service with the MPWD, age 50 or older at the time of termination of employment with the MPWD, and retirement under CalPERS from the MPWD.	After 15 consecutive years of service with the MPWD, and eligible to retire under CalPERS from the MPWD at the time of termination of employment with the MPWD.

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**2. Employer/Employee contribution:** See table below.

	<i>TIER 1 - Retiree Health</i>	<i>TIER 2 - Retiree Health</i>	<i>TIER 3 - Retiree Health</i>
<i>Prior</i>	100% coverage of healthcare benefits paid by the MPWD for eligible retiree and spouse/domestic partner	100% coverage of healthcare benefits paid by the MPWD for eligible retiree only, up to the amount that the MPWD contributed for healthcare benefits of the eligible retiree immediately before the termination of their MPWD employment.	N/A (Tier 3 not eligible until 2017)
<i>Effective Jan. 1, 2017</i>	<p>Coverage of the healthcare benefits premium paid by the MPWD for eligible retiree and spouse/domestic partner at the value of the Consumer Driven Health Plan (CDHP) for healthcare benefits offered (medical, dental, and vision) after completion of the following consecutive years at the indicated percentages:</p> <p>15 Years: 75% 20 Years: 100%</p> <p>If an eligible retiree chooses a higher cost healthcare plan, they shall pay the difference between the value of the CDHP and the higher cost plan.</p> <p>The MPWD will fund the eligible retiree's HSA at the active employee rate for Single (Employee only) or Employee+1, as applicable based on coverage, until the retiree reaches age 65.</p>	<p>Coverage of healthcare benefits premium paid by the MPWD for eligible retiree only at the value of the Consumer Driven Health Plan (CDHP) for healthcare benefits offered (medical, dental, and vision) after completion of the following consecutive years at the indicated percentages:</p> <p>15 Years: 75% 20 Years: 100%</p> <p>If an eligible retiree chooses a higher cost healthcare plan, they shall pay the difference between the value of the CDHP and the higher cost plan.</p> <p>The MPWD will fund the eligible retiree's HSA at the active employee rate for Single (Employee Only) until the retiree reaches age 65.</p>	<p>50% of the premium paid by the MPWD for the value of the CDHP for healthcare benefits offered (medical, dental, and vision) at the time of eligible retiree's termination of employment with the MPWD.</p> <p>HSA's will NOT be funded by the MPWD in retirement, unless otherwise required to comply with applicable federal or state law and regulations.</p>

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3. **Year of Service.** Means a completed period of one year of continuous uninterrupted service at the MPWD.
4. **Service.** Means all periods of full-time regular employment with the MPWD, subject to the following: a) any period of authorized paid leave of absence while an MPWD employee and any leave for military service while an MPWD employee will count as service, but only if the employee returns to active employment with the MPWD within the time prescribed by such leave or within the time following military service during which the employee's reemployment rights are protected by law, as applicable; b) no service or employment with any entity other than the MPWD will be counted as service; and c) any periods of service for the MPWD in any capacity other than an employee will not be counted as service.
5. **Eligible Surviving Spouse or Domestic Partner.** Following the death of an eligible retiree, the MPWD will continue to provide coverage for their eligible spouse or domestic partner until such spouse remarries or dies, or such domestic partner enters into a new domestic partnership under California law or dies, but only if the surviving spouse or domestic partner was entitled to coverage as provided above. The same MPWD coverage and contribution requirements would apply to the eligible surviving spouse or domestic partner of deceased eligible retiree.
6. **Ineligible Spouse or Domestic Partner.** Coverage will not be provided for a person that becomes the eligible retiree's spouse or domestic partner after the eligible retiree's MPWD employment terminates, or for a former spouse or domestic partner of the eligible retiree.
7. **Reemployment by the MPWD after Retirement.** If a former employee that is receiving MPWD-provided retiree health benefits is reemployed by the MPWD, then such benefits will cease for as long as they are eligible to receive health insurance coverage under the MPWD's medical plan(s) for active full-time employees. Retiree health benefits will resume after their employment with the MPWD terminates, provided that they then retire again under CalPERS from the MPWD.
8. **Excess Coverage Cost and Retiree Responsibility.** To the extent the cost of health insurance coverage provided by the MPWD for such eligible retiree exceeds the amount that the MPWD is required to contribute for such coverage, the eligible retiree will be solely responsible for paying the excess coverage cost. In no event will the MPWD be required to pay any portion of the excess coverage cost. If the eligible retiree fails to pay an excess coverage cost within thirty (30) days after the payment due date, the MPWD will cease providing health insurance coverage for the eligible retiree, and the eligible retiree will no longer be entitled to such coverage.
9. **Coordination of Benefits.** Each eligible retiree, or any eligible spouse or domestic partner of the eligible retiree receiving coverage must enroll in Medicare Part A and Part B coverage, effective on the first date they become eligible for such coverage. MPWD will not make any payments towards either Medicare Part A or B for retired employee or their spouse.

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If such Medicare coverage is not comparable to the health insurance coverage provided with respect to the MPWD's active full-time employees, the MPWD will provide coverage that, when combined with Medicare coverage, provides the eligible retiree and/or covered spouse or domestic partner with such comparable coverage. If any premiums for Medicare Part A and Part B coverage are required to be paid, the MPWD will not have any obligation to fund or reimburse such payments.

If the eligible retiree or their covered spouse or domestic partner fails to enroll in Medicare Part A and Part B within 60 days after they first become eligible for such coverage, the MPWD will cease providing health insurance coverage for the eligible retiree, and they will no longer be entitled to such coverage.

10. **MPWD Extension Reservation.** The MPWD reserves the right, in extenuating circumstances, to extend the deadlines in sub-paragraphs 8 and 9 above.
11. **Retiree Election to Decline Benefits.** An eligible retiree may at any time decline MPWD retiree health benefits coverage by notifying the MPWD General Manager in writing.
12. **Retiree Responsibility.** It is the retiree's responsibility to notify the MPWD General Manager in writing of any changes.
13. **Coverage Termination.** If coverage for a retiree terminates for any reason (except as a result of reemployment after retirement under sub-paragraph 7 above), the retiree will not be eligible to reenroll.
14. **No Vested Rights.** The MPWD may at any time, in its sole discretion, modify or terminate its retiree health benefits program. To the extent that the MPWD makes modifications to or terminates the program, such modifications or termination will supersede and override any claim to "vested rights" that any person may otherwise have under California law with respect to benefits under the program.

### 6.02 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. Group health plans must provide covered employees and their families with certain notices explaining their COBRA rights. In general, employees receive these notices when they are hired.

Before a group health plan must offer continuation coverage, a qualifying event must occur, and the plan must be notified of the qualifying event. Who must give notice of the qualifying event depends on the type of qualifying event. MPWD will notify the MPWD Administrative Services Manager if the qualifying event is the covered employee's termination or reduction of hours of employment, death, or entitlement to Medicare. If the qualifying event is divorce, legal separation, or a child's loss of eligibility, then you are required to notify the MPWD Administrative Services Manager within 60 days of the event. Specifics of COBRA include:



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- A. **Qualifications.** Any employee or eligible family member that loses regular group eligibility because of a qualifying event is eligible for enrollment under COBRA.
- B. **Qualifying Event.** A 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; or child ceasing to be eligible.
- C. **Election Period.** After the MPWD is notified, a written notice will be sent to the employee or eligible family member of the right to elect continued coverage, the election period, and premium payments.
- D. **Cost.** The employee or eligible family member must pay a full monthly premium for each coverage selected plus a 2% administrative charge to the MPWD by the 1<sup>st</sup> day of each month that the premium(s) is due. No bills or invoices are sent.
- E. **Coverage Available.** At the time of the qualifying event, whichever health insurance the employee or family member is enrolled in will be considered the coverages available. There can be no interruption of coverage under COBRA.
- F. **Open Enrollment.** COBRA participants have the same rights under the plan as active employees. This includes rights during open enrollment periods. When an open enrollment period occurs, COBRA participants must be informed of their rights and options available during the open enrollment period and the monthly premium rates for those options.

### 6.03 On the Job Injuries and Workers' Compensation

The MPWD carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance is intended to provide medical care and pay for lost time resulting from injuries on the job or illnesses caused by the work.

An employee that incurs a job-related injury must notify their Supervisor or management immediately. If the employee requires medical attention or is unable to work because of the job-related injury, no sick leave will be charged against their accumulated sick leave for up to thirty (30) days. During the 30 days, the MPWD will pay the employee their base rate of pay, less any amount received by the employee for workers' compensation, if the employee provides a valid workers' compensation claim. The employee must notify the MPWD of the receipt of any workers' compensation and must return any MPWD payment in excess of the employee's base rate of pay less any amount received for workers' compensation. Failure to follow this provision may lead to termination.

An employee injured on the job may make application for long-term disability benefits and, regardless of whether such benefits are available, may integrate sick leave with long-term disability pay or workers' compensation benefits or both, provided the combined payment does not exceed the employee's regular rate of pay at the time of their job-



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related injury. No integration under this section will take place until the employee makes a written request for this benefit.

Employees injured on the job will be taken to the MPWD's medical provider.

Questions regarding workers' compensation coverage should be directed to the Administrative Services Manager.

Supervisors and employees are directed to conform, where possible, to the *ACWA/JPIA Safety & Loss Control Manual*.

### 6.04 Workers' Compensation Disclaimer Notice

The MPWD or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of and employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties.

### 6.05 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 MPWD has developed a Return-to-Work program. This policy is consistent with the MPWD's responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities. The General Manager, Administrative Services Manager and/or Operations Manager 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 employee. Managers will also assist in arranging work which meets "light duty" restrictions, as needed, to reduce lost time. MPWD will work with the workers' compensation carrier (if applicable) and the 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. By this joint effort, the MPWD will help the injured/ill employee recover at a more rapid rate, gain production for wages paid, minimize the employee's wage loss, and reduce workers' compensation costs.

### 6.06 Retirement

- A. **Social Security.** The MPWD participates in Social Security and contributes on behalf of each employee in accordance with applicable federal law.
- B. **California Public Employee Retirement System (CalPERS).** The MPWD provides retirement benefits through CalPERS to eligible regular fulltime employees, part-time employees reaching the minimum hour requirement, and any employee already a CalPERS member. As modified by the California PEPRA (Public

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Employee Pension Reform Act) legislation in 2013, the MPWD has two tiers for CalPERS retirement benefits:

<i>FIRST TIER – Employees hired on or before December 31, 2012, or transferred or reinstated classic members of CalPERS</i>	2% @ 55
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<i>SECOND TIER – Employees hired January 1, 2013 forward that are new to CalPERS</i>	2% @ 62
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Please note that the tiers for CalPERS retirement benefits are not the same Tiers that are used for Group Insurance Benefits (in Section 6.01 above).

1. **Contributions.** An employee's CalPERS retirement benefit is funded in part by employee contributions and MPWD contributions. The MPWD contributes a percentage of eligible employees' compensation in amounts specified by CalPERS. Eligible employees contribute a percentage of their MPWD compensation to CalPERS. MPWD First Tier employees currently contribute 7% of their MPWD compensation; and MPWD Second Tier employees currently contribute a percentage that is determined annually by CalPERS (based on actuarial calculations). Employee contributions are pre-tax for income tax purposes, but are subject to Medicare taxes and applicable Social Security taxes. With limited exceptions, part-time employees will be enrolled in CalPERS upon completing 1,000 hours of service within the fiscal year.
2. **Three-Year Final Compensation.** The period for determining the average monthly pay rate when calculating retirement benefits would be for the 36 highest paid consecutive months (3 years).
3. **Classic or New Member Classification.** An employee's classification as New Member or Classic Member will be determined in accordance with CalPERS guidelines. Generally, the classification depends on various factors, including the employee's employment history and prior service credit under CalPERS.
4. **Waiting Period.** Employees are eligible for CalPERS benefits from the first day of employment.
5. **Vesting Provisions.** Generally, to retire under CalPERS, an employee must have at least five (5) years of credited service under CalPERS and reach the minimum retirement age (age 50 for MPWD First Tier employees; and age 52 for MPWD Second Tier employees). CalPERS credited service is based on a 12-month period beginning July 1 and ending June 30.

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6. **Credit for Unused Sick Leave.** 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. In order to receive this credit, an employee's retirement date must be within four (4) months of the date an employee separated employment with the MPWD. Unused sick leave credits cannot be used to extend the effective date of separation from employment on any basis.
7. **Information Contact.** The CalPERS rules and guidelines are extensive and can be complicated. The above language is intended as a summary of CalPERS provisions, and is not intended to modify or enhance the benefits provided under CalPERS. For more information, you should contact CalPERS.
8. **Changes to Retirement Programs.** The MPWD reserves the right to change retirement plans, programs, or benefits and will notify employees accordingly.

### 6.07 Tax Deferred Compensation Program

The MPWD has established a deferred compensation plan in accordance with Internal Revenue Code Section 457, whereby employees may elect to defer portions of their compensation in a self-directed investment plan for retirement. Plan assets are invested in each individual's name with a deferred compensation plan provider. Distributions are made upon the participant's termination, retirement, death or total disability, and in a manner in accordance with the election made by the participant. All employees are eligible for plan participation. All contributions to the plan are made by the employee on a voluntary basis and via payroll deduction. Employees may contribute into the plan up to the maximum allowed by law.

The MPWD is the administrator of this plan on behalf of the employee participants. Employees seeking investment or tax advice should consult with their independent investment and/or tax advisor.

Questions with regard to enrollment into this plan should be directed to the Administrative Services Manager or General Manager.

### 6.08 Professional Certification Program

Employees that have obtained professional water utility specialty certifications or Notary Public commissions shall be granted time off, with prior written approval of their supervisor, to prepare for, travel to, and take the required examination for certification or recertification (as necessary), and participate in continuing education requirements. These activities, as long as they are reasonable, there are available budget funds, and meet with the employee's supervisor's approval, will be paid for by the MPWD in support of employee's continuing professional development.

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- A. **Water Utility Operator Certifications.** The MPWD recognizes the competence of present and future personnel that become certified in water utility operations. This recognition requires that once obtained must be maintained according to the standards of the regulatory organization.

Per state regulatory requirements, the MPWD water distribution system requires a Water Distribution Operator D3 certification for its chief operator.

The MPWD further recognizes the importance of water treatment applications, including disinfection methods as a result of water main repairs and bacteriological and flushing for water quality improvements. Water Treatment Operator T1 is recommended for operations staff.

Employees having successfully passed examination requirements shall be compensated beginning the month following certification date for the following certifications, effective January 1, 2017:

<b>CERTIFICATION</b>	<b>MONTHLY STIPEND</b>
SWRCB DDW – D1 .....	\$50
SWRCB DDW – D2 .....	\$125
SWRCB DDW – D3 .....	\$225
SWRCB DDW – T1 .....	\$50
SWRCB DDW – T2 .....	\$100
AWWA Backflow Tester .....	\$25
AWWA Cross Connection Specialist .....	\$25
AWWA Water Quality Lab Analyst .....	\$25
AWWA Water Use Efficiency – 3 levels .....	\$25 each

SWRCB DDW = State Water Resources Control Board, Division of Drinking Water  
 AWWA = American Water Works Association

A one-time cash incentive in the amount of \$250 will be given upon securing a Water Distribution Operator D1, D2, and D3.

Monthly stipends will be grandfathered for employees being compensated for other certifications earned through December 31, 2016, previously recognized by the MPWD, until the employee’s separation of employment with the MPWD.

The MPWD will pay or reimburse for the cost of successful completion of the above certification exams and re-certification exams and related study materials.

- B. **Notary Public Commission.** A monthly stipend of \$25 will apply for a California Notary Public commission.

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## **SECTION 6**    **6.09    Educational Assistance**

Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the MPWD to provide financial assistance to regular fulltime employees interested in furthering their formal education at any college, university, or other accredited institution.

All courses must be job-related and preapproved in writing by the Administrative Services Manager or Operations Manager, and the General Manager. The employee is responsible for providing a complete course description and explaining in writing how it relates to their job at the MPWD.

To be eligible, an employee must have completed three (3) years of service with the MPWD and have a positive performance evaluation in the year in which they apply for educational assistance.

Eligible reimbursement expenses for each employee shall not exceed \$525 per fiscal year. The General Manager will determine an annual budget for employee educational expenses, and the program will be administered first come, first served for eligible employees. Courses must be taken on the employee's own time. Approved expenses include tuition, books, and related course expenses (e.g., lab fees). Transportation, meals, and any other incidental expenses not specifically covered in this policy will not be eligible for reimbursement. Reimbursement will be made upon submittal of proof of grade and payment of approved expenses. Submittal for reimbursement by the MPWD must be made in writing to the General Manager no later than sixty (60) days following completion of the course.

A grade of "C" or better must be attained for reimbursement of undergraduate level courses and a grade of "B" or better must be attained for reimbursement of graduate level courses.

### **6.10    Professional Seminars/Conferences Attended on MPWD Time**

The MPWD policy generally provides for reasonable professional job-related seminars/conference each fiscal year. All fees, including transportation, lodging, and meals will be paid upon approval by the employee's manager. Upon return, a report will be presented by employee recapping significant highlights and benefits to the MPWD as a result of the employee's attendance.

### **6.11    Service Awards**

The MPWD's Service Awards program recognizes an employee's long and faithful service and the value of skills, knowledge, and dependability gained through years of experience. Each employee will be honored at specific service intervals with appropriate awards.

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Service awards will be presented upon the completion of a total of five (5) years of service, and thereafter at 5-year intervals. All past and present MPWD service will be accumulated and counted as service time.

Service awards will be in the form of a gift “cash” card in the amount of \$200 for the first 5 years, and will increase by \$100 for each 5-year interval thereafter up to a maximum of \$600.

## **SECTION 7**    **MPWD LEAVE POLICY**

The MPWD’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 within this policy. Regular part-time employees’ paid time off will be pro-rated according to their scheduled work hours. The MPWD’s fiscal year is utilized for tracking paid leave.

### **7.01    Holidays**

The following are the official MPWD holidays and the dates of their observance, and are granted to all full-time employees at their regular base rate of pay:

<b>HOLIDAY</b>	<b>DATE OF OBSERVANCE</b>
New Year’s Day . . . . .	January 1
Martin Luther King Day . . . . .	3 <sup>rd</sup> Monday in January
Presidents’ Day . . . . .	3 <sup>rd</sup> Monday in February
Memorial Day . . . . .	Last Monday in May
Independence Day . . . . .	July 4
Labor Day . . . . .	1 <sup>st</sup> Monday in September
Columbus Day . . . . .	2 <sup>nd</sup> Monday in October
Veteran’s Day . . . . .	November 11
Thanksgiving Day . . . . .	4 <sup>th</sup> Thursday in November
Day after Thanksgiving . . . . .	Friday after Thanksgiving
Christmas Eve Day . . . . .	December 24
Christmas Day . . . . .	December 25
New Year’s Eve Day . . . . .	December 31

#### **Holiday Conditions:**

- A. If the holiday falls on a Saturday, it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the following Monday.
- B. Employees on unpaid leave of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.
- C. If a holiday falls during an employee’s approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.

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- D. To be entitled to pay for the holiday benefit, an employee must have worked both the day before and the day after a holiday, unless scheduled time off was approved in advance (e.g., vacation). In the event of an emergency, an employee is required to report to their manager.
- E. Part-time and temporary employees are not eligible for paid holiday benefits.
- F. An employee that is requested or required to work on the actual holiday shall receive overtime paid at the double-time rate. For purposes of determining holiday pay, the holiday begins at 12:00AM and ends 24 hours later at 11:59PM.

### **7.02 Paid Time Off (PTO)**

Each employee is granted 16 hours of paid time off at the beginning of each fiscal year. If the PTO leave is not used by the end of the fiscal year, the employee will be paid for the unused hours at the regular rate earned by the employee at the time paid.

### **7.03 Management Leave**

Management employees may be granted paid Management Leave at the beginning of each fiscal year and at the discretion of the General Manager in lieu of after-hours work performed on behalf of the MPWD. If the management leave is not used by the end of the fiscal year, the employee will be paid for the unused hours at the regular rate earned by the employee at the time paid.

### **7.04 Vacation Leave**

The following rules govern vacation leave:

- A. For the purpose of calculating vacation leave due each eligible employee, the employee's initial hire date will be used.
- B. Vacation leave accrual for non-exempt employees commences on the first working day of the month if the employee is hired between the 1<sup>st</sup> and 15<sup>th</sup> of the month; and on the first working day of the following month if the employee is hired between the 16<sup>th</sup> and last day of the month.
- C. Non-exempt regular employees become eligible to use accrued vacation leave following 90 days' of continuous employment with the MPWD.
- D. Full-time employees shall earn vacation in accordance with the following schedule:

SERVICE YEARS COMPLETED	ANNUAL VACATION HOURS EARNED
1 – 5	.80
6 – 10	.120
11 – 20	.160
21	.168
22	.176
23	.184
24	.192
25+	.200



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- E. Employees **must** take at least 40 hours of vacation each year and at least three (3) consecutive working days.
- F. Annual vacation leave schedules shall be distributed by the MPWD in January of each year and completed by employees by January 31. Scheduled vacations shall be coordinated, subject to MPWD operating requirements.
- G. All vacation schedules must be approved in advance by the General Manager, Operations Manager, or Administrative Services Manager.
- H. Employees may accrue up to two (2) times their annual vacation leave. Once the maximum is reached, all further accruals cease until after vacation leave is used and the employee's accrued vacation leave drops below the maximum. Vacation accrual will recommence after the employee has used his or her vacation and the accrued vacation hours have dropped below the maximum balance.
- I. Upon termination of employment with the MPWD, the employee shall be paid for accrued and unused vacation leave.
- J. The General Manager has discretion to grant vacation leave to a new employee to aid in the recruitment process.

### 7.05 Sick Leave

The following rules govern sick leave:

- A. **Use.** Sick leave benefits are available for the employee or the employee's family members for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if you are a victim of domestic violence, sexual assault or stalking. Family members include the employee's spouse, parent, child, domestic partner, or child of a spouse or domestic partner, sibling, grandparent, or grandchild. The employee must notify the MPWD in advance if the sick leave is planned. If the need is unforeseeable, the employee must give notice as soon as practical.
- B. **Accrual.** Regular full-time employees shall accrue eight (8) hours of sick leave with pay for each month of service. All other employees accrue one hour of paid sick leave for each 30 hours of work. A new employee cannot use any accumulated sick leave during the first 90 days of employment. An employee may accrue up to a limit of 960 hours of sick leave. Once the limit is reached, all further accruals cease until after sick leave is used and the employee's accrued sick leave drops below the maximum.
- C. **Recruitment.** The General Manager has discretion to grant sick leave to a new employee to aid in the recruitment process.
- D. **Partial Day's Absence.** Non-exempt employees may use a partial day of sick leave in quarter hour increments.
- E. **Leave of Absence.** If an employee is on unpaid leave of absence, sick leave is not earned during the approved time period for the leave of absence.

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- F. **Payment for Unused Sick Leave.** An employee that separates from the MPWD employment as a result of 1) retirement under the retirement plan designated by the MPWD; 2) disability, which includes termination at the conclusion of the maximum medical leave of absence period; or 3) death, has the option to be paid for unused sick leave credits, up to a maximum of 240 hours at their regular hourly rate at the time of retirement, separation from service on account of disability, or death.

An employee that leaves the MPWD employment as a result of resignation or termination will not receive any payment for unused sick leave credits.

Unused sick leave credits cannot be used to extend the effective date of separation from employment on any basis.

- G. **CalPERS Credit for Unused Sick Leave.** 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. In order to receive this credit, an employee's retirement date must be within four (4) months of the date the employee separated employment with the MPWD. Unused sick leave credits cannot be used to extend the effective date of separation from employment on any basis.
- H. **Employee Responsibility to Account for Use of Sick Leave.** To claim sick leave with pay, an employee must complete the MPWD leave of absence form and submit to their Supervisor for approval.
- I. **Sick Leave Benefits May Not Be Used if Receiving Disability Benefits.** An employee that applies for short-term or long-term disability benefits may continue to use his or her sick leave until the employee begins receiving benefits under the disability program. The employee must agree in writing to notify the MPWD immediately when they first receive disability benefits.

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### **7.06 Bereavement Leave**

The following leaves are with pay and do not count against the employee's vacation or sick leave accruals.

- A. **Death in Immediate Family.** Up to forty (40) hours in bereavement leave will be granted to fulltime regular employees in the event of a death in the immediate family, including spouse or domestic partner, child, parent, sibling, grandparent, grandchild, immediate step-relation (e.g., step-parent, step-child), or any primary beneficiary named within the MPWD's retirement or life insurance programs.
- B. **Funeral for Close Relative.** Up to eight (8) hours of compensation will be granted to fulltime regular employees to attend the funeral of a close relative, including immediate in-laws, aunts, uncles, nieces, nephews, and first cousins.

### **7.07 Jury and Witness Duty**

An employee summoned to court to serve as required by law on a jury panel or as a witness in court shall be given time off from work. Prior to taking time off to serve in such capacity, employees must give reasonable notice to their Supervisor of the date(s) such jury or witness services are to begin and, if possible, the estimated duration of the amount of time off that will be necessary. Time off for jury or witness duty shall be with pay for a maximum time of thirty (30) working days in one calendar year. Any jury duty that extends beyond thirty (30) business days per year will be unpaid. However, exempt employees who work any portion of a workweek in which they also serve on jury duty or appear as a witness will receive their full salary for that workweek. An employee that receives jury duty or witness pay in addition to the MPWD salary must remit the jury duty or witness pay to the MPWD. Employees are expected to report to work each day or portion of a day they are not performing jury/witness duty.

### **7.08 Pregnancy Disability Leave**

Under California law, any employee that is disabled by pregnancy, childbirth, or a related medical condition will, upon request, be granted a pregnancy disability leave (PDL) without pay for the period of actual disability of up to four months.

Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary. Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the MPWD with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

Employees must notify the MPWD of their request for pregnancy related disability leave

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as soon as they are aware of the need for such leave. For foreseeable PDL, the employee must provide 30 calendar days' advance notice to the MPWD of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the MPWD as soon as is practicable and generally must comply with the MPWD's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting MPWD operations, and may be requested to reschedule the treatment so as to minimize disruption of the MPWD's business. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the MPWD reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for PDL.

All requests for PDL should include enough information to make the MPWD aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known.

Any request for PDL must be supported by medical certification from a health care provider. Employees generally must provide the required certification within 15 calendar days after the MPWD's request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the MPWD's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave.

An employee that is granted a PDL shall be required to utilize any accrued sick leave benefits and earned vacation benefits during the period of their leave. Any portion of the leave that occurs after all sick and vacation benefits have been exhausted shall be without pay.

An employee that does not report for work at the end of an approved PDL will be considered to have voluntarily resigned. A written physician's statement shall be required when returning from PDL indicating that the employee is medically able to return to work.

During an employee's pregnancy-related disability leave, the MPWD will continue to pay for the employee's participation in the MPWD's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue to pay her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the MPWD for the payment of such premiums.

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Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The MPWD will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave. Employees on PDL will be credited with all service prior to the commencement of their disability, but not for the period of their disability.

### **7.09 Non-Industrial Illness or Injury Leave of Absence**

Employees may request a leave of absence for disability arising by reason of non-industrial illness or non-industrial injury. A certificate from the attending physician must be presented to the MPWD indicating the date of the disability, the last date that the physician recommends that the employee work, the probable duration of the condition, and a statement that the employee is unable to work. Upon certification by the attending physician that the employee is disabled and may no longer work, vacation and sick leave may be used to the extent accrued, until the long-term disability insurance takes effect.

Such leaves of absence may be granted for the period of actual disability, up to a maximum of six (6) months and may be extended at the MPWD's discretion up to twelve (12) months in instances where there is reasonable medical expectation that the employee will be sufficiently recuperated within this time to resume the full range of duties of their position with or without reasonable accommodation. The MPWD may request a second medical opinion at the MPWD's expense.

An employee on approved leave for a non-industrial illness or injury must substitute accrued sick leave and vacation leave for their pay. The substitution of paid leave does not extend the total duration of the employee's approved leave for a non-industrial illness or injury.

The period an employee is on an unpaid leave of absence is not considered time worked for purposes of determining eligibility for or the amount of certain benefits, such as vacation and sick benefits.

If a paid holiday falls during the period an employee is on an unpaid leave of absence, they will not be eligible for the holiday pay.

Group insurance benefits ordinarily provided by the MPWD will remain in effect until the end of the month in which the unpaid leave begins. The employee is expected to pay the full costs of these coverages thereafter through COBRA by making advance payment arrangements with the Administrative Services Manager.

Before returning to work following any medical leave of absence, an employee must submit a physician's verification stating the date and employee's ability to return to work.

## **SECTION 7**    **7.10    Personal Leave of Absence Without Pay**

Personal leaves of absence without pay for any reasonable purpose may be granted to an employee for up to six (6) months upon written request to the General Manager by way of their Supervisor. Examples of reasonable purposes are personal or family illness, disability, and other reasons approved by the General Manager at their sole discretion. The General Manager shall respond in writing to the employee's request stating the length of the approved time for which leave is granted or that the leave is denied.

The period an employee is on an unpaid personal leave of absence is not considered time worked for purposes of determining eligibility for or the amount of certain benefits, such as vacation and sick benefits.

If a paid holiday falls during the period an employee is on an unpaid personal leave of absence, they will not be eligible for the holiday pay.

Group insurance benefits ordinarily provided by the MPWD will remain in effect until the end of the month in which the unpaid leave begins. The employee is expected to pay the full costs of these coverages thereafter through COBRA by making advance payment arrangements with the Administrative Services Manager.

Employees shall exhaust their accrued vacation leave before becoming eligible for an unpaid leave of absence.

### **7.11    Military Leave of Absence**

A military leave of absence, in accordance with state and Federal law, will be granted to those employees of a reserve component of the Armed Forces of the United States or National Guard, or for active duty during national or state emergencies. Provisions of the Military and Veterans Code of the State of California, Section 395-395.5 shall govern military leave.

Generally, the law provides that a regular fulltime employee having at least one year of service with a public entity is entitled to military leave with pay not exceeding thirty (30) days per year if they are called for active duty as members of the Armed Forces, Reserves, or National Guard, ordered for purposes of military training, encampment, naval cruises, special exercises or like activity.

MPWD employees shall be entitled to receive the difference between their regular rate of pay and the military rate of pay for the first thirty (30) calendar days of any such absence.

Military orders should be presented to the General Manager and arrangements for leave made as early as possible before departure.

Exceptions to this policy may occur wherever necessary to comply with applicable laws.

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### **7.12 Military Spouse Leave**

Employees that work more than twenty (20) hours per week and have a spouse in the United States Armed Forces, National Guard, or Reserves that have been deployed during a period of military conflict are eligible for up to ten (10) unpaid days off when their spouse or domestic partner is on leave from military deployment.

An employee must request this leave in writing to the General Manager within two (2) business days of receiving official notice that their spouse or domestic partner will be on leave, and attach the written documentation certifying the spouse or domestic partner will be on leave from deployment.

Employees may use accrued vacation benefits to cover their absence. If the employee has no accrued vacation benefits, the employee must request a leave of absence without pay.

### **7.13 Time Off to Vote**

Employees that do not have sufficient time outside of their regular working hours to vote in a statewide election may request up to two (2) hours of paid time off to vote. Employees should make their request at least two (2) days in advance of the election. Time taken for purposes of voting must be either at the beginning or end of the normal work day.

### **7.14 Leave Related to Domestic Violence or Sexual Assault**

The MPWD will provide time off to an employee that has been the victim of domestic violence or sexual assault to seek 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 their child(ren). This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in a safety planning program.

The MPWD requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must within fifteen (15) days of the absence, provide the MPWD with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victim advocate, or counselor.

### **7.15 Crime Victims' Leave**

The MPWD will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a domestic partner of a victim, or the child of a domestic partner of a victim. The MPWD requires that, in advance of taking such leave, the employee provide it with a copy of the notice of each scheduled agency proceeding. If advance notice is not feasible, the employee is required to provide it to the MPWD upon their return to work.



## **SECTION 7**    **7.16    Organ or Bone Marrow Leave**

The MPWD will grant an employee the following paid leaves of absence for the purpose of organ or bone marrow donation:

- A. **Bone Marrow Donation.** A leave of absence of up to five (5) days any one-year period for the purpose of donating the employee's bone marrow to another person.
- B. **Organ Donation.** A leave of absence of up to thirty (30) days in any one-year period for the purpose of the employee donating their organ to another person.

A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, up to the maximum provided by law; however, if an employee has accrued sick or vacation leave benefits available, the employee is required to first use five (5) days of sick or vacation leave benefits for a bone marrow donation and two (2) weeks of sick or vacation leave benefits for an organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to the General Manager that they are an organ or bone marrow donor and there is a medical necessity for the donation.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick and vacation leave accruals, or seniority. During any leave taken under this policy, the MPWD will maintain and pay for coverage under any group healthcare plan for the full duration of the leave.

Leave taken under this policy may be taken in one or more periods and will not run concurrently with any leave taken pursuant to any other applicable federal or state laws.

Upon expiration of a leave of absence authorized by this policy, the MPWD will restore the employee to the position held by them when the leave started or to a position with equivalent seniority status, employee benefits, salary, and other terms and conditions of employment. The MPWD may decline to restore an employee because of reasons unrelated to the exercise of rights by the employee under this policy.

### **7.17    School Activity Leave**

Any employee that is the parent or guardian of a child in licensed childcare or kindergarten through grade 12 may request up to forty (40) hours off per school year for the purpose of participating in school activities, child care provider emergencies, and finding, enrolling, or re-enrolling a child in a school or day care. The request must be made in writing with as much advance notice as possible.

This time will be unpaid unless the employee chooses to use vacation or compensatory time off for this purpose. An employee will be limited to no more than eight (8) hours off for this purpose in any one calendar month. Upon request, the MPWD reserves the



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right to require documentation from the school as proof that the employee participated in the school activity.

### **7.18 Inclement Weather**

In the event the General Manager deems it necessary to close the office due to inclement weather or emergency circumstances, managers will be contacted and they will contact their subordinate employees. An employee should make every effort to come into the office unless notified otherwise. If an employee is unable to safely do so, the employee needs to contact their supervisor.

If the office is officially closed through a management decision, the employee will be paid for the day with no effect on their paid time off. If, however, the office not closed and the employee does not come to work, the employee should use vacation leave benefits or request the time off without pay.

### **7.19 Unexcused Leave**

Failure to report for work or notify the MPWD of a reason for absence for a period exceeding three working days will lead to discipline, up to and including termination.

## **SECTION 8**    **EMPLOYEE RELATIONS**

### **8.01    Performance Evaluations**

Evaluations provide a basis for salary adjustment, to determine potential for promotion, to notify the employee of performance deficiencies, and to help the employee plan and obtain career growth.

All employees generally will receive written performance evaluation from their immediate supervisor after their six-month introductory period and annually thereafter.

If an employee is promoted or demoted, the employee will be evaluated after six months in the new position. Special evaluations may be conducted at any time.

The General Manager may extend the introductory period should an additional period of time be warranted to successfully evaluate the employee.

Evaluations do not constitute adverse employment action and are not subject to the complaint procedure.

### **8.02    Standards of Conduct**

The following examples are given in order to provide employees with guidance concerning unacceptable behavior. This list is not exhaustive.

- A. Poor performance, including incompetence or inefficiency, neglect of duty, e.g., failure to skillfully perform job functions.
- B. Fraud, embezzlement, or concealment in the performance of job functions.
- C. Using abusive or vulgar language, or causing disruption to the work place or to fellow employees, customers, or visitors.
- D. Unavailability for work, e.g., absenteeism or tardiness (aside from the use of paid sick leave, approved vacation or other excused absence).
- E. Misuse of the MPWD's monies or resources.
- F. Conducting non-business activities during business hours.
- G. Fighting, derogatory name-calling, abusive or profane language in the presence of customers, violation of harassment policy or similar conduct toward co-workers.
- H. Release of confidential information about the MPWD, its employees, or its customers.
- I. Falsification of forms, records, or reports, including but not limited to dishonesty in reporting on time sheets, employment applications, or employee records.
- J. Possessing or bringing firearms, weapons, explosives, open containers of alcohol, illegal drugs or chemicals on or to the MPWD's property, including in vehicles.

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- K. Refusing to follow a supervisor's or manager's directions, or failing to comply with the request of a supervisor or manager.
- L. Unauthorized possession or removal of property, records, or other supplies/materials that do not belong to the employee.
- M. Smoking in restricted areas on MPWD property or in MPWD vehicles.
- N. Sabotage or destruction of or willfully damaging the MPWD's or other employee's property, records, or other materials.
- O. Non-compliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- P. Leaving the MPWD's property or resources without approval prior to the end of a scheduled work day.
- Q. Sexual harassment or other unlawful harassment of another employee or customer.
- R. Giving false or misleading information during the application and/or selection process.
- S. Failure to report involvement in an accident occurring on the MPWD's premises, or involving the MPWD's equipment and resources, or giving false statements in accident or insurance reports.
- T. Willful failure to report to supervisor any significant omissions, errors, mistakes, or accidental damage affecting work assignments, property or equipment.
- U. Unauthorized opening of or tampering with locks in desks, doors, cabinets, etc., or unauthorized use of or duplication of keys.
- V. Reporting to work under the influence of drugs or alcohol.
- W. Threatening or intimidating other employees or supervisors and managers.
- X. Failure to promptly report the loss of a California driver's license due to suspension, withdrawal, forfeiture, or confiscation by any court of law or by the California Department of Motor Vehicles. This rule applies to employees that are required to maintain such a license as a condition of their employment.
- Y. Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the MPWD, its employees, customers, or property.
- Z. Installing unauthorized software on the MPWD's computer system.
- AA. Misuse of electronic systems (email, Internet, fax) per policy.
- BB. Disregard or violation of MPWD rules, regulations, policies, or standards.

### **8.03 Discipline and Termination**

Employment at the MPWD is at will and employees serve at the pleasure of the General Manager. Accordingly, an employee may be disciplined or terminated with or without cause. Nonetheless, guidelines concerning employee behavior and job performance are necessary to promote the consistency, efficiency, safety, and decorum in the workplace

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of the MPWD. Examples of conduct that the MPWD, in its sole discretion, considers to be contrary to its operational needs and which may result in discipline, including termination, are outlined in Section 8.02 hereinabove. The level of discipline to be imposed in any given circumstance depends upon the nature and severity of the misconduct or other deficiency at issue, the employee's overall record, and the MPWD's needs.

### **8.04 Employee Complaint Procedure**

- A. **Procedure.** Any regular full-time employee that contests an adverse employment action may initiate the complaint procedure. A complaint must be in writing, addressed to the General Manager, and submitted within ten (10) working days of the event giving rise to the complaint. The complaint shall be reviewed by the General Manager who will make a written determination within ten (10) working days after receiving it. The determination of the General Manager shall be final.
- B. **Exclusions.** Specifically excluded from the complaint procedure are:
1. Position classification and salary grade assignments;
  2. Oral or written reprimands, performance evaluations, or denial of merit increases;
  3. Reassignment of duties due to staff reorganizations; and
  4. Reductions in work force.

### **8.05 Staff Reductions**

- A. **Selection for Layoff.** In the event the MPWD General Manager determines that a reduction in staff is necessary because of operational considerations, lay off shall be by position. Employees within a position affected by lay off shall be considered for retention based upon their seniority, performance, reliability, skill, and abilities to do the work remaining at the MPWD.

The MPWD may also decide to reduce staff on a selective or partial basis by imposing short-term leaves of absence without pay for employees in some but not all job classifications, or by asking all employees within a job classification to work less than a full-time schedule.

- B. **Rehire.** Employees subject to layoff that are in good standing at the time of their layoff are eligible for rehire for a period of up to one (1) year following the date of their layoff to any vacancy in their position or a lower position for which they are qualified. An employee on layoff that is offered reinstatement and declines it shall forfeit their rights to further offers for rehire under this section.

## SECTION 8 8.06 Confidentiality of Records

- A. **General Policy.** As a government agency, the MPWD is subject to the California Public Records Act, which provides a procedure for the MPWD to disclose its records upon written request and requires that many types of documents be disclosed. All requests to inspect or copy MPWD records or information from MPWD employee or customer records or files should be referred to the General Manager.

It is the policy of the MPWD to maintain the confidentiality of its business and personnel records and information to the extent required and/or permitted by law, including the Public Records Act. Types of records and information considered confidential are included below. To the extent permitted by law:

1. **Customer Records.** Information about customers, including without limitation, whether their account is in good standing, shall be confidential.
  2. **Employee Personnel Files/Records.** Employee personnel files/records shall be confidential and only the individual employee, his or her representative, and those members of MPWD management that need to have access to information in the employee's personnel file for MPWD operations will be permitted such access, in addition to government officials and agencies that may have a legal right to such access.
  3. **Employee Medical Records.** An employee's medical records shall be held and maintained in strict confidence and, as such, will be stored separately from an employee's personnel file. Only members of MPWD management that must have access to medical information related to MPWD operations will be granted access to medical information.
- B. **Questions Concerning Confidentiality.** Employees that have questions about what is regarded as confidential information should seek clarification from the General Manager. In the face of any uncertainty, employees should assume that the information in question should not be divulged. This policy precludes disclosure of confidential information to friends or family members as well as other members of the public. Anyone breaching the confidentiality policy will be subject to disciplinary action, up to and including termination.

## 8.07 Request for Reasonable Accommodation

- A. **General Policy.** To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the MPWD 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 General Manager, Administrative Services Manager, or Operations Manager to discuss the need for an accommodation. The MPWD will engage in an interactive process with

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the employee to identify possible accommodations, if any that will help the applicant or employee perform the job.

- B. **Interactive Process.** An interactive good faith communication process between the MPWD and a disabled employee is required in selecting an appropriate reasonable accommodation, if one exists. This is a timely individual process where management and the individual discuss the request and effective reasonable accommodation(s). In general, the MPWD will initiate an interactive process when: (1) an applicant or employee with a known disability requests a reasonable accommodation, (2) the MPWD otherwise becomes aware of the need for an accommodation through a third party or by observation, or (3) the MPWD becomes aware of the possible need for an accommodation because the employee has a disability and has exhausted leave under the Workers' Compensation Act, or other federal, state or employer leave provisions, if applicable.
- C. **Considerations.** The following is a non-exclusive list of the considerations when reviewing a request for accommodation:
1. The essential functions of the job.
  2. Conduct an independent assessment.
  3. How the disability limits performance of the essential functions.
  4. Identify accommodation options that overcome limitations and determine the reasonableness of the proposed accommodations.
  5. Select the most appropriate reasonable accommodation, if one exists.

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

### 8.08 Employment Reference Checks

All inquiries regarding a current or former MPWD employee must be referred to the Manager of Administrative Services or the General Manager.

A reference letter may not be issued to any current or former employee without the permission of the General Manager.

The MPWD will respond to inquiries requesting employee data by providing only a verification of the dates of current or past employment, job title and description, and, if requested, compensation. An employee or former employee that wishes additional information be provided by the MPWD must submit a written authorization to the General Manager describing with specificity the information that the employee wishes released by the MPWD.

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

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### **8.09 Security**

Security is important to everyone. Employees are expected to not discuss the security of the MPWD premises or services with any individual not employed by the MPWD. Additionally, neither the MPWD nor its insurance carriers take any liability for employee's personal belongings. Employees are encouraged to secure personal belongings.

The MPWD building is secured with electronic keypads for access before and after working hours. Each employee will be given a confidential code, not to be shared with anyone. Specific instructions and training will be provided by the MPWD.

Since the MPWD retains the right to search its property or facilities at any time, including employee assigned desks, files, and computer systems, if an employee has anything of a private nature that they do not wish to be subjected to discovery during such searches, these items should be kept with the employee.

### **8.10 Workplace Violence**

The safety and security of employees and customers are very important to the MPWD. Threats, threatening behaviors, acts of violence, or any related conduct that disrupts work performance or MPWD operations will not be tolerated.

Any person that makes threats, exhibits threatening behaviors, or engages in violent acts on MPWD property may be removed from the premises pending the outcome of an investigation. Off-site threats, threatening behaviors, or other acts of violence that are directed at MPWD employees, Board members, or the public while conducting business for the MPWD are a violation of this policy.

Off-site threats include but are not limited to threats made via telephone, facsimile, 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 individual(s) from MPWD property, termination of business relationships with that individual, and/or prosecution of the individual(s).

Employees are responsible for notifying the General Manager, Operations Manager, or Administrative Services Manager of any threats, which they witnessed, received, or told that another person 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 MPWD property or in connection with employment.

Any employee that receives a protective or restraining order that lists the MPWD premises as a protected area is required to provide a copy to the MPWD via the Administrative Services Manager or General Manager.

## **SECTION 8**    **8.11    Smoking and Tobacco Products Prohibitions**

Regardless of location, all MPWD offices, enclosed buildings and structures, and vehicles are considered non-smoking areas, including use of e-cigarettes. Smoking and tobacco products are prohibited at all times in these areas, including while operating MPWD equipment. Because of second-hand smoke health concerns, there will be no smoking while on MPWD job sites when others are present, when dealing with customer concerns on their property, or within MPWD outdoor areas when others are present.

### **8.12    Telephone Calls**

The use of MPWD telephones is intended for official MPWD business. Employees are required to keep all personal calls to a minimum, including the use of personal cellular telephones. Family members and friends should be discouraged from calling during working hours unless there is an emergency. Under no circumstances should an employee utilize the MPWD telephones for personal long distance telephone calls.

### **8.13    Off-Duty Conduct**

While the MPWD does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the MPWD's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the MPWD's or their own integrity, reputation, or credibility. Conduct on the part of the employee that adversely affects the MPWD's legitimate business interests or the employee's ability to perform their job will not be tolerated.

### **8.14    Conflict of Interest**

While employed by the MPWD, employees are expected to devote their energies to their jobs with the MPWD. The following types of outside employment are strictly prohibited:

- A. Employment that conflicts with an employee's MPWD work schedule, duties and responsibilities.
- B. Employment that creates a conflict of interest or is incompatible with the employee's employment with the MPWD.
- C. Employment that impairs or has a detrimental effect on the employee's work performance with the MPWD.
- D. Employment that requires the employee to conduct work or related activities on the MPWD's property during the MPWD's operational hours or using the MPWD's facilities, equipment, and/or resources.
- E. Employment that directly or indirectly competes with the business or the interests of the MPWD.

Employees that wish to engage in outside employment, which may create a conflict of interest, must submit a written request to the General Manager explaining the details



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of the outside employment. If the outside employment is authorized, the MPWD assumes no responsibility for the outside employment. Authorization to engage in outside employment can be revoked at any time.

### **8.15 Anti-Fraud/Ethics Policy**

The MPWD and its employees must at all times comply with all applicable laws and regulations. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their supervisor or a manager.

The MPWD expects its employees to conduct themselves in a professional businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the organization. Employees are expected to take great care when working with MPWD vendors, suppliers, and contractual consultants. Employees should respect the confidentiality of information acquired in the course of their work. Regardless of the circumstances, if an employee senses that a course of action may involve a conflict of interest, fraud and/or dishonesty, they should immediately communicate all facts to their supervisor or a manager.

### **8.16 Media Contact**

Employees are not permitted to give or report any information about MPWD operations, its employees, customers, vendors, or consultants to the media on behalf of the MPWD. Employees should notify the media representative that they are not authorized to make a public comment on behalf of the MPWD and refer the inquiry directly to the General Manager. No employee may communicate with media agents on behalf of the MPWD without prior authorization from the General Manager.

### **8.17 Gifts and Gratuities**

- A. **No Solicitation of Gratuities.** It is the policy of the MPWD to prohibit employees from soliciting gifts or gratuities from customers, vendors, or others who do or propose to do business with the MPWD.
- B. **Limitation on Gratuities Accepted.** Gifts and gratuities accepted by employees shall not exceed \$100 in retail value for any single gift, nor shall any employee accept gifts or gratuities with a total value of \$200 or more in a fiscal year from customers, vendors, or others who do or propose to do business with the MPWD.

### **8.18 Work Time Solicitation and Distribution**

- A. **Solicitation Limited to Non-Working Time.** Employees may engage in solicitation on MPWD premises only during their nonworking time. Nonworking time means time during meals or breaks and before or after work. Employees may distribute or circulate non-MPWD written materials only during nonworking time and only in

## SECTION 8

nonwork areas. If an employee is not certain whether an area is a work or nonwork area, he or she should consult his or her immediate supervisor for clarification.

- B. **Political Activity.** Employees shall be prohibited from either soliciting funds or actively supporting any candidate for the election to the MPWD Board of Directors.

Employees are specifically prohibited from engaging in political activities at any time while on duty or while wearing an MPWD uniform. Employees may not use MPWD funds, equipment, or resources for the purpose of providing support or opposition to a candidate or a ballot measure.

Nothing stated herein shall be construed as limiting any employee's right to vote, or freedom of reasonable expression or right of association, nor the exercise of any rights protected by the Constitution of the United States of America and the State of California.

- C. **Religious Activity.** Employees shall be prohibited from soliciting other employees' participation for any religious denomination or activity.

Employees are specifically prohibited from engaging in religious solicitation of other employees, MPWD customers, or the public at large, while on duty or while wearing an MPWD uniform. Employees may not use MPWD funds, equipment, or resources for the purpose of religious solicitation.

Nothing stated herein shall be construed as limiting any employee's right to religious beliefs or freedom of reasonable expression or right of association, nor the exercise of any rights protected by the Constitution of the United States of America and the State of California.

- D. **Violation.** Violations of this policy will lead to discipline, up to and include termination.

### 8.19 Tools and Equipment

Tools and equipment required for water system operations will be issued by the MPWD as part of each work assignment. MPWD issued tools and equipment will be the responsibility of the employees for the duration of the work assignment. Depending upon the circumstances and value of the tool or equipment, first-time or unpreventable losses may be replaced by the MPWD. Losses may be charged to the employee, depending upon the circumstances, and will be determined by the General Manager.

Employees are reminded they are responsible to determine the degree of hazard that might exist at a work site and be cautious regarding the security of MPWD property. Tools and equipment shall be secured before leaving a work site.

### 8.20 Personal Appearance

The image that employees present to MPWD customers and general public is a direct result of the employees who meet and serve the public each day. The MPWD has a reasonable

## **SECTION 8**

grooming code to ensure that its image remains high and to assure employee safety.

Hair, regardless of length, must be neat and well groomed. Hair, mustaches, and beards shall be kept at a length so as not to endanger the employee while operating MPWD equipment and machinery.

Non-exempt employees are required to wear the authorized uniforms and hats during work hours, which are provided by the MPWD. Upon termination of employment, uniforms are to be returned to the MPWD. Employees will be responsible to pay the MPWD for any lost or missing uniforms. Management employees are expected to dress in a manner consistent with good business practices.

The MPWD will fund up to \$400 per fiscal year for each employee in Field Operations so that they can purchase up to two (2) pair of steel-toed work boots from a vendor that the MPWD has an open account for purchasing/renting goods, services, and supplies. Under this policy, Field Operations employees can spend all \$400 on one (1) pair of steel-toed work boots or up to two (2) pair of steel-toed work boots during the fiscal year. Any cost above the \$400 for steel-toed work boots will be paid by the employee and not the MPWD. Upon the purchase of steel-toed work boots during the fiscal year, the employee will provide MPWD management with the vendor's receipt within two (2) working days of acquiring the work boots for proper tracking and accounting. The General Manager has discretion to approve the purchase of work boots for other MPWD employees.

“Casual day” is authorized for the employees in Administration on Friday of each work week. Jeans are permitted as long as they are full-length and not torn or too faded Professional clothing should be worn on Fridays when professional contact is expected. The following are not appropriate during normal working hours or for MPWD activities or events:

- A. Athletic clothing
- B. Sheer clothing
- C. Flip flops
- D. Form fitting clothing
- E. Graphic T-shirts
- F. Mini-skirts
- G. Halter/tube/crop tops, including backless tops
- H. Torn, cut, or frayed clothing
- I. Clothing with obscene messages or artwork

### **8.21 Policy against Unlawful Harassment, Discrimination and Retaliation**

The MPWD is committed to providing a work environment free of unlawful harassment and discrimination. MPWD policy prohibits sexual harassment (including harassment

## **SECTION 8**

based on pregnancy, childbirth, breastfeeding, or related medical conditions), as well as harassment based on such factors as race, color, religion (including religious dress and religious grooming), gender (including gender expression and gender identity), transgender identity and transitioning, sex stereotyping, genetic information, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, military or veteran status, political affiliation, and family care or medical leave status. In addition, MPWD policy prohibits discrimination and harassment on any other basis protected by federal, state, or local law, ordinance or regulation. The MPWD will not tolerate harassment of employees by managers, supervisors, or co-workers, and will not tolerate harassment by its employees or third parties with whom employees have a business, service, or professional relationship (including but not limited to vendors, clients, or visitors). The MPWD also will attempt to protect employees from harassment by non-employees.

The MPWD has adopted a Policy against Unlawful Harassment, Discrimination and Retaliation. The terms and conditions of this policy, as they may be amended by the MPWD in the future, are attached and incorporated as Exhibit “A”.

### **8.22 Electronic Communications Policy**

The MPWD has established this policy in an effort to make certain that employees utilize electronic communication devices and other technology in a legal, ethical, and appropriate manner. Computers, computer files, e-mail, software, and telephones (including cellular telephones) furnished to employees are and remain the property of the MPWD and are intended for business use only.

All messages sent and received, including personal messages, and all data and information stored on the MPWD’s electronic mail system, voicemail system, or computer systems are MPWD property regardless of the content. As such, the MPWD reserves the right to access all of its computers, voicemail, and electronic mail systems, at any time, in its sole discretion.

Employees should understand that they have no right of privacy with respect to any messages or information created, collected, or maintained on the MPWD’s computers, voicemail, and electronic mail systems, including personal information or messages. The MPWD may, at its discretion, inspect all files or messages on its computers, voicemail, and electronic mail systems at any time for any reason. Employees are further reminded that, under some circumstances, communications sent by e-mail or voicemail may be subject to disclosure under the Public Records Act or during litigation. Therefore, it is important not to compromise themselves or MPWD under these circumstances.

The MPWD strives to maintain a workplace free of harassment and sensitive to diversity of its employees. The MPWD has a policy against harassment described in this manual in Exhibit “A”. Under no circumstances shall employees use the MPWD’s computers,

## **SECTION 8**

voicemail, and electronic mail systems to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, jokes, or cartoons). Other such misuse include, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or discrimination.

Incidental and occasional personal use of the e-mail system is permitted, but such messages are subject to the access and disclosure statement set forth in this policy.

MPWD e-mail may not be used to solicit others for commercial ventures, or religious or political causes.

The MPWD purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the MPWD does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The MPWD prohibits the illegal duplication of software and its related documentation. Employees should notify the General Manager upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

### **8.23 Vehicle Operation Policy**

All MPWD employees must present and maintain a valid California driver's license that is in good standing and that satisfies the requirements of their job description. MPWD employment requires a Class "C" driver's license. Failure to maintain a valid license in good standing with the California Department of Motor Vehicles (DMV) shall be cause for discipline, including but not limited to demotion, reclassification, or termination. A valid driver's license in good standing means a satisfactory record with the DMV and the MPWD's automobile insurance carrier. In order to verify an employee's driving status, the MPWD may require employees to furnish all or portions of their driving record from the DMV, or require them to sign necessary authorizations that are required or appropriate to request the records directly from the DMV.

The MPWD does not own a vehicle that requires additional licensing. In the event the MPWD adds a vehicle that requires a Class "A" or "B" license, the MPWD will provide notice to applicable employees of the requirement for them to obtain such license within a reasonable period of time.

## **SECTION 8**    **8.24    Driving on the Job**

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

- A. **Procedures.** The MPWD obtains from the DMV a copy of the driving record of all of its employees that are authorized to operate vehicles (MPWD or personal) on the MPWD's business.
1. As a public agency, the MPWD is entitled to receive copies of driving records from the DMV without charge.
  2. A copy the employee's driving record shall be obtained as soon as possible after hired and annually thereafter.
  3. The MPWD is responsible for ordering and interpreting all driving records.
  4. To ensure uniformity in the application of recommendations to employees whose records are found to be unacceptable, the driver record review criteria was developed. (See: "2. Driver Record Review Criteria" in this section)
  5. Occasionally other concerned employees or the general public may bring to the MPWD's attention the fact that an employee may be jeopardizing the MPWD's integrity and exposing it to undue liability through poor driving techniques and habits. All such complaints will be investigated immediately and action taken to correct the problem as follows:
    - If it is established that an employee has poor driving techniques and/or habits, the MPWD's corrective action may be followed. (Depending on the seriousness of the poor driving technique and/or habit, it may be desirable to enroll the employee in a "defensive driving" course.)
    - A second warning for the same poor driving technique and/or habit, within a three year period, may require temporary suspension or temporary reassignment to a non-driving position and will be appropriately documented.
  6. If an employee's duties require driving a vehicle, they must maintain a driving record that will not cause the MPWD's insurance rate to be increased or for the employee to become uninsurable. Any such actions could lead to disciplinary action, up to and including termination.
  7. If an employee's duties require driving a vehicle, they will use MPWD vehicles. If the employee chooses to use their personal vehicle for travel they must provide proof of insurance.
- B. **Driver Record Review Criteria.** The following criteria reflect the good risk management procedures used by the MPWD in order to control its auto liability

## SECTION 8

and physical damage exposures. The General Manager will review your Driver Record Report to determine which category you will fall into.

1. Class I — Immediate Attendance in Defensive Driving Program.
  - Two points within 35 months;
  - Any moving violation in a MPWD vehicle;
  - Any accident; or
  - Two \*\*Failure to Appear notices within 36 months.
2. Class II — As determined by the General Manager, up to 12-Month Driving Probation. Any additional point violations within this probation period will trigger a Class III recommendation.
  - Three to five points within 36 months;
  - Any accident in which the driver was charged with a \*\*\*public offense within 36 months, except for DUI, reckless driving, or speed contest violations (see Class III);
  - Any \*chargeable accident while on MPWD business;
  - A violation for an expired license; or
  - Four \*\* Failure to Appear notices within 36 months.
3. Class III — As determined by the General Manager, up to 120 Day Suspension of JPIA Driving Privileges.
  - Four or more points within 24 months;
  - Six or more points within 36 months;
  - DUI, reckless driving, or speed contest, NOT during MPWD business;
  - Five \*\*Failure to Appear notices within 36 months;
  - Two chargeable accidents within 24 months; or
  - Any citation incurred while license is suspended.

\* Chargeable Accident – when a driver has received a point violation.

\*\* Failure to Appear – California Vehicle Code 40508(a).

\*\*\* Public Offense – California Vehicle Codes 23100 through 23249.58.

### 8.25 Mobile Devices and Cellular Telephone Safety

The use of mobile devices while driving on MPWD business is considered a dangerous distraction. The MPWD prohibits the use of all handheld mobile devices including cell phones, smart phones, tablets, personal organizers, or other devices for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on MPWD business.



## SECTION 8

If an employee's job requires them to keep a cellular telephone turned on while driving, employees may use hands-free mobile devices while driving when safe and lawful to do so. Special care should be taken in situations where there is heavy traffic, inclement weather, or the employee is driving in an unfamiliar area. Employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

Under no circumstances are employees allowed to use text devices to type or review text messages for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on MPWD business.

### 8.26 Alcohol-Drug Free Workplace

The MPWD recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its employees and can present a risk to the health and welfare of its employees and customers.

In recognition of the MPWD's responsibility to maintain a safe work environment and the employee's responsibility to perform safely, the MPWD will act to eliminate any substance abuse, which increases the risk of injuries, accidents, or substandard performance. For the purpose of this policy, substance abuse includes the use or possession of illegal drugs, alcohol, or abuse of prescription drugs, which could impair an employee's work performance and/or ability to do their job safely.

- A. **Rules and Standards.** The following rules and standards of conduct apply to all employees either on MPWD property or during the work day (including meals and rest periods); while conducting or performing MPWD business, regardless of location; operating or responsible for the operation, custody, or care of MPWD equipment or other property; or responsible for the safety of others in connection with, or while performing, MPWD-related business. The following is prohibited:
1. The use, sale, purchase, transfer, manufacture, distribution, transportation, dispensation, possession, or being under the influence of any illegal drug or alcohol while on MPWD or MPWD-managed premises or while performing MPWD business;
  2. The abuse of any legal drug;
  3. The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; and
  4. Working while impaired by the use of a legal drug whenever such impairment might: (a) Endanger the safety of the employee or some other person; (b) Pose a risk of significant damage to MPWD property or equipment; or (c) Substantially interfere with the employee's job performance or the efficient



## SECTION 8

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operation of the MPWD’s business or equipment. If the use of a prescription drug combined with the duties of the required job creates an unsafe working condition, this fact shall be reported to the employee’s supervisor or a manager prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other actions specified by applicable statutes and regulations.

- B. **Reasonable Suspicion Testing.** Employees may be subject to drug and alcohol testing when there is a reasonable suspicion that the employee has violated the rules expressed in this policy. “Reasonable Suspicion” will be based on specific observations such as abnormal coordination, appearance, behavior, and speech or breath odor. It can also include work performance, safety or attendance problems.

### 8.27 California Public Records Act Request

The MPWD strives to comply with all applicable laws and provide the public with information as requested. Therefore, the MPWD’s goal is to respond promptly to any public records request in accordance with its Policy for Public Records Act Requests. Any employee receiving a request from the public for documents is to forward that request to the Administrative Services Manager and General Manager immediately. Employees are not to respond to public records requests independently.

### 8.28 Other Related Policies

- A. **Safety Manual and Emergency Operating Plan.** The MPWD greatly values the safety and health of all employees and is committed to providing a safe and healthful workplace. This is accomplished through the establishment, implementation, and maintenance of an effective Injury & Illness Prevention Program (IIPP). The General Manager is assigned responsibility for implementation and management of the IIPP.

The MPWD Safety Manual and Emergency Operating Plan were adopted in June 1991 and each employee was provided with a copy, including any updates.

- B. **Compensation Plan.** The Compensation Plan and Job Descriptions covering MPWD employees are maintained in a separate document. Each employee is provided with a copy, including any updates.

## SECTION 9

# EMPLOYEE EXPENSE REIMBURSEMENT GUIDELINES

The MPWD will fully compensate employees for all reasonable and prudent expenses incurred in the course of MPWD business as described below:

- A. **Credit Card Use.** Credit cards will be issued to the General Manager and Operations Manager who either travel on a regular basis on MPWD business, or have the need to frequently purchase supplies or services on behalf of the MPWD. Credit cards should be used only for legitimate, approved business of the MPWD, subject to the following regulations. These cards should be used for all approved expenses as authorized in this section.
  - No personal items may be charged on the business credit card;
  - All charges must be in line with travel guidelines or procurement policies as approved by management; and
  - Receipts must be promptly submitted after making the charge to the Administrative Services Manager.
- B. **Employee Incurred Expenses.** Expenses under the amount of \$50, which are incurred by employees for MPWD purposes, will be reimbursed through its petty cash account. Expenses over that amount will be reimbursed through normal accounting procedures after the employee has completed and submitted an expense report. All expenses must be approved in advance by management before submitting for reimbursement.
- C. **Mileage.** The mileage reimbursement rate to operate privately-owned vehicles will be the allowable IRS rate in effect at the time the expense is incurred. The mileage distance should be calculated from destination to destination, and shall not exceed the actual cost of commercial transportation. Employees driving private vehicles on MPWD business will be required to attend a formal defensive driving class every four years and one TargetSolutions online class every two years. Employees are required to provide the MPWD with proof of insurance coverage for their personal vehicle, and expected to practice good defensive driving techniques and operate the vehicle in a safe and responsible manner.
- D. **Travel Expenses (Air Fare/Rental Car).** Management approval is required in advance of travel expenses involving air fare or rental cars for MPWD purposes. The most cost effective (e.g., coach air fare) will be used. At times it may be more cost effective and/or convenient to utilize a cab or shuttle from the office or the employee's home to the airport. Employees should use the most economical mode and class of transportation available that is reasonable for the circumstances. When commercial transportation is used, the MPWD will reimburse the employee the actual costs incurred or pay them directly to the carrier. Employees using airport parking will use long-term or economy parking when available.

## **SECTION 9**

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- E. **Lodging.** The reimbursement rate should not exceed the group conference rate per night, exclusive of tax, or whatever is a reasonable rate in the area. Management approval is required for lodging fees that exceed the rate listed. The MPWD will reimburse the employee the actual costs incurred or pay them directly to the provider. Lodging expenses will not be reimbursed if attendance at a meeting takes place within the MPWD's service area or adjacent counties without prior approval by the General Manager.
- F. **Meal Expenses.** Reimbursable meal expenses may include actual expenses for meals at restaurants or meals at hotels, conferences, seminars, or meetings, only if meals are not included in any registration fees for such meetings. Daily meal reimbursement will be permitted for actual costs not to exceed maximum meal rate established by the United States General Services Administration (GSA) for that location.
- G. **Expense Reports.** Expense Reports should be submitted by the employee within two weeks of return from travel/training.

## SECTION 10 LEAVING THE MPWD

### 10.01 Resignation

A minimum of two (2) weeks' written notice of resignation is requested in order to leave the MPWD in good standing.

### 10.02 Termination

- A. **At Will Employment.** MPWD employees have the status of "at will" employment, which means that employment may be terminated by the employee or the MPWD at any time, with or without notice, and with or without cause. No manager has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above, with the exception of the General Manager, in writing.
- B. **Failure to Report to Work.** If an employee fails to report to work for three (3) consecutive work days without notice or approval by their supervisor, the MPWD may consider that the employee has abandoned their job, and their employment may be terminated.

### 10.03 Return of MPWD Property

All MPWD property, including but not limited to assigned vehicles, keys, security fobs, equipment, laptop computers, tablets, cellular telephones, 2-way radios, reports, proprietary information, and other job related materials and supplies must be returned to employee's supervisor prior to departure.

### 10.04 Exit Interview

The General Manager is responsible for scheduling an exit interview with the employee on their last date of employment.

### 10.05 Benefits

Medical, Dental, and Vision benefits end on the last day of the month of an employee's employment. Life and Disability coverages require "active" employment, and, therefore, end on an employee's last day worked.

- A. **CalPERS.** Employee will be notified directly by CalPERS regarding their options.
- B. **Deferred Compensation Plan.** If enrolled in a deferred compensation program, employee should contact the plan carrier regarding their options.

### 10.06 Final Paycheck

Employee will receive their final paycheck on the next regularly scheduled pay day or earlier if it is required by law.

## **SECTION 11** **AMENDMENTS**

The MPWD may amend this *Personnel Manual* at any time in its sole discretion subject only to restrictions imposed by law. Employees are encouraged to become familiar with this manual and to know and understand its contents. If there are any questions or suggestions on any section herein, please consult with the General Manager

**EXHIBIT A**

## **POLICY AGAINST UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION**

The MPWD is committed to providing a work environment free of unlawful harassment and discrimination. MPWD policy prohibits sexual harassment (including harassment based on pregnancy, childbirth, breastfeeding, or related medical conditions), as well as harassment based on such factors as race, color, religion (including religious dress and religious grooming), gender (including gender expression and gender identity), transgender identity and transitioning, sex stereotyping, genetic information, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, military or veteran status, political affiliation, and family care or medical leave status. In addition, MPWD policy prohibits discrimination and harassment on any other basis protected by federal, state, or local law, ordinance or regulation. The MPWD will not tolerate harassment of employees by managers, supervisors, or co-workers, and will not tolerate harassment by its employees of third parties with whom employees have a business, service, or professional relationship (including but not limited to vendors, clients, or visitors). The MPWD also will attempt to protect employees from harassment by non-employees.

The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory employment action and any unwelcome conduct that adversely affects an individual because of his/her protected status. MPWD policy prohibits such conduct in the workplace even if the conduct is not sufficiently severe or pervasive to constitute actionable harassment.

Harassment includes conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassment can take many forms and includes offensive verbal conduct, offensive visual conduct, and offensive or otherwise unwelcome physical conduct. Such conduct includes, but is not limited to, impeding another's movement or otherwise physically interfering with normal work, patting, pinching, grabbing, assault, slurs, jokes, epithets, gestures, pictures, drawings, or cartoons based upon an employee's sex, race, color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, sexual orientation, military or veteran status, political affiliation, or family care or medical leave status.

Sexually harassing conduct includes all of the above, as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, and conversation containing

## EXHIBIT A

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sexual comments. Sexually harassing conduct can be by a person of either the same or opposite sex, and need not be motivated by sexual desire to be considered harassing conduct.

Any incident of harassment, discrimination, or retaliation should be reported promptly to the General Manager, the Administrative Services Manager, or the Operations Manager who will be responsible for making sure such complaints are investigated. An employee need not complain to any particular individual if that person is the individual engaging in the harassment, but instead may report the harassment to his or her immediate supervisor or to any other member of management. Any supervisor who receives a complaint or who observes harassing conduct is required to report it immediately to the General Manager, the Administrative Services Manager, or the Operations Manager for investigation, determination, and resolution. Every reported complaint of harassment, discrimination, or retaliation will be responded to in a timely manner.

Every reported complaint of harassment or discrimination will be investigated in a timely and impartial manner by qualified personnel. The investigation will be handled as confidentially as possible. The MPWD will not tolerate retaliation against any employee for making a truthful complaint in good faith, for opposing perceived violations of this policy, or for participating in an investigation of a harassment or discrimination complaint. Any employee who believes he/she has experienced or witnessed retaliatory conduct should report such conduct following the procedures in this policy.

If harassment, discrimination, or retaliation is established, the MPWD will take corrective action, up to and including termination of employment, depending on the circumstances. The MPWD may discipline an employee for any inappropriate conduct discovered while investigating reports of alleged violations of this policy, even if the conduct does not amount to a violation of the law or even a violation of this policy. Corrective action in response to acts of harassment by non-employees will be taken after consultation with the appropriate management personnel and will be whatever is reasonable and appropriate under the circumstances.

If the result of the investigation is not to the satisfaction of the employee, the matter may be reported to the Board of Directors as a Complaint following the procedure as described in the Section 8.04, "Employee Complaint Procedure," in this *Personnel Manual*.

In addition to notifying the MPWD about harassment, discrimination, or retaliation complaints, affected California employees may also direct complaints to the U.S. Equal Employment Opportunity Commission ("EEOC") and/or the California Department of Fair Employment and Housing ("DFEH"), which have the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission ("FEHC") or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and nonmonetary

**EXHIBIT A**

relief in meritorious cases. An employee can contact the nearest DFEH or EEOC office at the locations listed in the MPWD's EEOC and DFEH poster or by checking the government listings in the local telephone directory.

I acknowledge that I have received and understand MPWD's Policy Against Unlawful Harassment, Discrimination, and Retaliation.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S NAME (Typed or Printed)

\_\_\_\_\_  
GENERAL MANAGER



**EXHIBIT B-1**

**Employee Copy**

**ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL MANUAL AND AT-WILL AGREEMENT**

After the employee has read this *Personnel Manual* and clarified any issues with the General Manager, they should complete and sign both copies of the following statement. Two copies are provided, one for the employee's records and one for the MPWD's records. The MPWD's copy should be returned to the General Manager within five (5) days.

**MPWD EMPLOYEE PERSONNEL MANUAL RECEIPT** (*Employee Copy*)

I have received my copy of the MPWD *Personnel Manual* dated October 26, 2017. I understand and agree that it is my responsibility to read and familiarize myself with and follow the policies and procedures contained in the manual.

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

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

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S NAME (Typed or Printed)

\_\_\_\_\_  
GENERAL MANAGER

*Sign, date, and keep this copy for employee's records.*

**EXHIBIT B-2**  
**Employer Copy**

## ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL MANUAL AND AT-WILL AGREEMENT

After the employee has read this *Personnel Manual* and clarified any issues with the General Manager, they should complete and sign both copies of the following statement. Two copies are provided, one for the employee's records and one for the MPWD's records. The MPWD's copy should be returned to the General Manager within five (5) days.

### MPWD EMPLOYEE PERSONNEL MANUAL RECEIPT (*Employer Copy*)

I have received my copy of the MPWD *Personnel Manual* dated October 26, 2017. I understand and agree that it is my responsibility to read and familiarize myself with and follow the policies and procedures contained in the manual.

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

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

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S NAME (Typed or Printed)

\_\_\_\_\_  
GENERAL MANAGER

*Sign, date, and return this copy to the General Manager.*