



ENCINA WASTEWATER AUTHORITY HUMAN RESOURCES POLICY MANUAL

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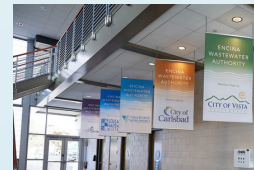


Table of Contents

Section 1 – Introduction and General Provisions	6
1.1 Purpose of Encina Wastewater Authority “Encina” Human Resources Policy Manual (HRPM)	6
1.2 Scope of HRPM	6
1.3 Administration of HRPM	6
1.4 Distribution of HRPM	6
Section 2 – Definition of Terms.....	7
2.1 Definition of an Employee	7
2.2 Definition of Nonexempt and Exempt Employee Classifications	7
2.3 Definition of Advancement, Promotion, and Demotion.....	8
2.4 Definitions of Alcohol/Drug/Illegal Drug/Prescribed Drugs.....	8
Section 3 – General Employment Policies	9
3.1 At-Will Employment.....	9
3.2 Nondiscrimination/Equal Employment Opportunity.....	9
3.3 Reasonable Accommodation for Disability	10
3.4 Harassment.....	10
3.5 Reporting Discrimination, Harassment, and Retaliation to Outside Administrative Agencies... 	12
3.6 Conflict of Interest.....	12
3.7 Contributions/Gifts	13
3.8 Outside Employment.....	13
3.9 Employment of Relatives	14
3.10 Solicitation and Distribution	14
3.11 Open Flames in the Workplace.....	14
3.12 Tobacco in the Workplace.....	15
3.13 Drug/Alcohol Free Workplace	15
3.14 Encina Records, Information and Communication Systems and Equipment (including Cell Phones).....	20
3.15 Nondisclosure of Confidential Information (see also 3.14.A(3) Storage and Dissemination of Confidential Information	26
3.16 Handling Inquiries from Outside Sources.....	27
3.17 Workplace Security	27

3.18	Search and Inspection	27
3.19	Possession of Harmful Devices	27
3.20	Workers' Compensation	28
3.21	Parking	28
3.22	Vehicle Use	30
Section 4 – Hiring		34
4.1	Hiring Procedures	34
4.2	Examination	35
4.3	Minimum Age Required	36
4.4	Reemployment	36
Section 5 – Transfers and Reassignments.....		37
5.1	Administrative Transfers.....	37
5.2	Working Out-of-Classification.....	37
Section 6 – Probationary Period		38
6.1	Defined	38
6.2	Appointments.....	38
6.3	Promotion During Probationary Period	38
6.4	Completion of Probationary Period.....	38
Section 7 – Classification Plan.....		39
7.1	Definition of Classification Plan	39
7.2	Job Descriptions	39
7.3	Maintenance of the Plan.....	39
Section 8 – Compensation		40
8.1	Salary	40
8.2	Merit Increase	40
8.3	Retirement Plan.....	41
8.4	Social Security – Medicare	41
8.5	Deferred Compensation Plan.....	41
Section 9 – General Conditions of Work.....		42
9.1	Normal Hours of Work	42
9.2	Meal and Rest Periods	43
9.3	Lactation Accommodation	44
9.4	Emergency Assignments	44

9.5	Overtime.....	44
9.6	Call Back.....	45
9.7	Standby Duty	45
9.8	Shift Differential Pay	46
9.9	Stipends for Certifications.....	46
9.10	Meal Allowance.....	47
9.11	Safety Footwear/Prescription Eyewear Allowance	47
9.12	Holidays	47
9.13	Natural Disaster.....	49
9.14	Mileage Reimbursement and Vehicle Insurance.....	50
9.15	Medical Examinations	51
9.16	Payment of Wages and Compensation	52
9.17	Personnel Files.....	53
9.18	Performance Evaluations	53
9.19	Mail	54
9.20	Dress and Grooming Standards	54
9.21	Telecommuting.....	54
Section 10 – Leave of Absence Provisions		60
10.1	Authorized Administrative Leave	60
10.2	Vacation Leave	60
10.3	Management Leave.....	61
10.4	Sick Leave.....	61
10.5	Catastrophic Leave Program	63
10.6	Time Off to Vote	64
10.7	Bereavement Leave.....	65
10.8	Jury Duty.....	65
10.9	Witness Duty	66
10.10	Victims of Crimes.....	66
10.11	Military Leave	67
10.12	Personal Leave of Absence.....	67
10.13	Pregnancy Disability Leave (PDL).....	69
10.14	Family and Medical Leaves of Absence (FMLA)/California Family Rights Act (CFRA)	71
10.15	Emergency Duty/Training Leave.....	76

10.16	Suspended Pupil/Child Leave.....	77
10.17	Military Spouse Leave	77
10.18	School and Daycare Leave.....	77
10.19	Leave for Domestic Violence and Sexual Assault Victims.....	78
10.20	Adult Literacy Leave	79
10.21	Alcohol and Drug Rehabilitation Leave	79
10.22	Civil Air Patrol Leave.....	79
10.23	Leave for Bone Marrow and Organ Donors.....	79
10.24	Reproductive Loss Leave	80
Section 11 – Tuition Reimbursement.....		81
11.1	Purpose	81
11.2	Eligibility	81
11.3	Reimbursable Courses and Expenses	81
11.4	Reimbursement Procedures	81
11.5	Accelerated Courses Program	82
11.6	Service Requirement	82
Section 12 – Employee Recognition.....		84
12.1	Purpose	84
12.2	Goals	84
12.3	General Principles.....	84
12.4	Administration.....	84
12.5	Award Categories	85
12.6	Funding	85
12.7	Selection Committee	85
12.8	Eligibility	86
12.9	Review of Awards.....	86
12.10	Payment of Awards	87
Section 13 – Layoff and Reemployment		88
13.1	Authorization.....	88
13.2	Order of Layoff	88
13.3	Request for Return to Former Class.....	88
13.4	Order of Reemployment	88
13.5	Notice of Reemployment	89

13.6 Benefits for Employees Rehired After Layoff	89
Section 14 – Employee Discipline	90
14.1 Policy Statement	90
14.2 Types of Discipline	91
14.3 Minor Disciplinary Process	91
14.4 Serious Disciplinary Process	92
Section 15 – Complaint Resolution Procedure	96
15.1 Purpose of Complaint Resolution Procedure	96
15.2 Complaint Resolution Procedure	96
 Attachment A.....	98
Attachment B	108
Attachment C	114
Attachment D.....	120
Attachment E	121

Section 1 – Introduction and General Provisions

1.1 Purpose of Encina Wastewater Authority “Encina” Human Resources Policy Manual (HRPM)

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

1.2 Scope of HRPM

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

1.3 Administration of HRPM

The General Manager, as Appointing Authority, shall have unilateral authority to interpret and implement the provisions contained herein. The General Manager may develop and issue procedures, consistent with the HRPM, to facilitate the HRPM’s implementation. The General Manager may amend the HRPM from time to time, so long as such changes do not conflict or affect the provisions of the Resolution of the Board of Directors adopting Salary, Benefits and Other Working Conditions.

Every Encina employee is expected to support and carry out the policies contained in the HRPM. Failure to adhere to the policies contained herein may result in disciplinary action up to and including termination.

1.4 Distribution of HRPM

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

Section 2 – Definition of Terms

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

2.1 Definition of an Employee

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

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

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

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

Regular Part-Time Employees - employees who are hired and regularly scheduled to work in positions considered by the General Manager to require less than full-time. Regular part-time employees, unless authorized by the General Manager and the Board of Directors, are eligible for prorated employee benefits with the exception of deferred compensation.

Temporary Employees - hired for a specific time period with no expectation of continued employment as recommended by the department director and approved by the General Manager. Temporary employees, unless authorized by the General Manager and the Board of Directors, are not eligible for any employee benefits with the exception of California-mandated sick leave and any other legally mandated benefits. They may not work more than 960 hours per fiscal year. Interns fall under this category.

2.2 Definition of Nonexempt and Exempt Employee Classifications

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

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

2.3 Definition of Advancement, Promotion, and Demotion

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

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

Demotion – movement to a classification at a lower rate of pay.

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

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

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

Illegal drug - any drug or substance that is illegal under federal, state, or local law to use, sell, transfer, possess, manufacture, or consume; and/or any drug or substance that is not legally obtainable; is legally obtainable but has not been legally obtained; or has been legally obtained but is being sold or distributed unlawfully. Marijuana remains illegal under federal law and is included within this definition. This definition does not apply to marijuana use away from the workplace when not performing work or using Encina equipment or vehicles.

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

Under the influence of marijuana - a determination that an employee is under the influence of or impaired by marijuana will be based on observable signs/symptoms and/or a drug test which measures Tetrahydrocannabinol (THC), and not the nonpsychoactive cannabis metabolite.

Section 3 – General Employment Policies

3.1 At-Will Employment

All Encina employees are at-will employees and serve at the pleasure of Encina. The General Manager is fully authorized to appoint and discharge all persons employed by Encina. Therefore, employment at Encina is considered “at-will,” and may be terminated by either the employee or the General Manager with or without cause, and with or without notice. The provisions of Section 14 (Employee Discipline) do not alter the at-will nature of the employment relationship.

This “at-will” employment relationship cannot be changed by any verbal or written representations made by any employee, except by a written agreement between the General Manager and the employee. This means that unless employees are asked to and enter into a written employment contract with Encina to the contrary, employees are free to terminate their employment with Encina at any time, with or without cause, and with or without advance notice, although a two-week notice is requested. This also means that Encina has the right to terminate their employment at any time, with or without cause, and without advance notice. Although Encina may choose to terminate employment for cause in accordance with the process outlined in Section 14 of the HRPMP, cause is not required.

3.2 Nondiscrimination/Equal Employment Opportunity

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

Encina does not unlawfully discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (over 40 years), sexual orientation, military or veteran status, immigration/citizen status or any other basis protected by federal, state or local law.

It is the responsibility of every manager and employee to follow this policy. Any incident of discrimination should be reported promptly to the employee’s immediate supervisor, Department Director, Human Resources, the Assistant General Manager, or the General Manager. Employees can raise concerns and make reports without fear of reprisal. All reports of discrimination and harassment will be investigated as set forth below in Section 3.4. Upon completion of an investigation, anyone found to be engaging in any type of unlawful discrimination and/or harassment shall be subject to disciplinary action up to and including termination of employment with Encina.

3.3 Reasonable Accommodation for Disability

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

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

The selection of a reasonable accommodation by Encina will be made after assessment of the job, any requested accommodation and other alternative accommodations, and the essential job function(s) that the otherwise qualified individual is unable to safely perform. This interactive process involves both the employer and the employee/applicant.

Encina is not required to grant any accommodation that poses an undue hardship, which means an accommodation that is unduly costly, extensive, substantial, or disruptive, or one that would fundamentally alter the nature or operation of the business. Encina is not required to create a new position for a disabled applicant or employee.

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

3.4 Harassment

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

Harassment can be based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (over 40 years), sexual orientation, military or veteran status, immigration/citizen status, or any other basis protected by federal, state or local law. The harassment may be directed toward an applicant, employee,

vendor, or member of the public and the offender could be a supervisor, management employee, any other employee or another third party.

A. Harassment Defined

1. Verbal Harassment – Epithets, derogatory comments, slurs on the basis of race, religious creed, national origin, ancestry, disability, medical condition, marital status, gender, sexual orientation, age, or other protected category. Verbal harassment can also include verbal sexual advances, repeated offensive sexual flirtations or propositions, and requests for sexual favors. Additionally, continued or repeated verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations may also constitute verbal harassment.
2. Physical Harassment – Conduct such as unwanted touching, offensive or abusive contact, assault, impeding or blocking movement, physical interference with normal work or movement, and other misconduct.
3. Visual Forms of Harassment – Derogatory emails, posters, notices, bulletins, cartoons, or drawings on the basis of a protected characteristic. Leering, making sexual gestures, and displaying sexually suggestive objects or pictures may also constitute harassment.

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

B. Reporting Procedures

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

C. Investigation

Every reported complaint of harassment or discrimination will be investigated fairly, thoroughly, promptly, and in as confidential a manner as possible. Investigations may be conducted by Human Resources, the Assistant General Manager, or qualified individuals employed or contracted by Encina. Encina will keep employees informed on the process and on the conclusion of the process.

D. Disciplinary Action

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

E. Retaliation Prohibited

Employees are prohibited from retaliating against any employee for opposing conduct that is prohibited by this policy (discrimination or harassment), making a complaint or for participating in any investigation into a complaint. Any incident of retaliation should be reported promptly to the employee's supervisor, department director, Human Resources, the Assistant General Manager, or the General Manager. Any complaint will be investigated and addressed as set forth above in Section 3.4.

3.5 Reporting Discrimination, Harassment, and Retaliation to Outside Administrative Agencies

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

3.6 Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interests. Certain employees are also required to file Statements of Economic Interests (Form 700s) pursuant to Encina's Conflict of Interest Code.

If an employee believes s/he may have an actual or potential financial conflict of interest with regard to any transactions involving any Encina purchases, contracts, or leases, the employee should disclose the nature of the potential conflict of interest to his/her department director, the Assistant General Manager, or the General Manager, in order to avoid an actual or potential conflict of interest, or so that appropriate safeguards can be established to protect all parties. Employees who engage in employment outside of Encina, as identified in Section 3.8 (Outside Employment), must disclose that employment to Encina and receive authorization from Encina that the outside employment does not constitute a conflict of interest.

Employees found to be in violation of this section or who is found guilty or liable by any court of law, enforcement agency, administrative hearing officer, or Encina investigation, of violating California Government Code section 1090, the California Political Reform Act, or the regulations of the Fair Political Practices Commission, in relation to their service to Encina, may be subject to appropriate disciplinary action by the General Manager or an authorized designee, up to and including termination. Actions in violation of California state law shall be referred to the appropriate governmental agency.

See also Encina's Conflict of Interest Code located on Encina's Intranet.

3.7 Contributions/Gifts

Contributions/gifts from a single source to Encina designated employees and Board members exceeding \$590 or more in any calendar year may not be accepted, unless an exception applies. Any Encina employee who is required to file a Statement of Economic Interest (Form 700) under Encina's Conflict of Interest Code and accepts a gift (or gifts) from a single source in an amount totaling \$50 or more must report such gifts on their Statement of Economic Interest (Form 700), unless an exception applies. For tickets/passes donated directly to Encina see Acceptance of Tickets/Passes policy located on Encina's Intranet.

3.8 Outside Employment

Employees may engage in outside employment, subject to Section 3.6 (Conflict of Interest) above and the restrictions contained in this Section, as long as they meet the performance standards of their assigned jobs. Employees shall be judged by the same performance standards and subject to Encina's scheduling demands, regardless of any existing outside work requirements. Full-time employees are required to provide advance notice to the Assistant General Manager before accepting secondary employment. If Encina determines that an employee's outside work interferes with his/her performance or ability to meet the requirements of Encina as they are modified from time to time, the employee may be asked to terminate his/her outside employment if s/he wishes to remain employed by Encina. Employees may not receive any income or material gain from individuals outside of Encina for materials produced or services rendered while on duty or performing their jobs at Encina.

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

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

3.9 Employment of Relatives

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

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

Applicants who are relatives or a domestic partner of an employee shall not be eligible for employment with Encina in a situation where potential issues of supervision, safety, security, or morale exist. Relatives shall not be assigned to the same organizational unit. In order to enforce this policy, the General Manager may transfer one or both relatives to a different organizational unit when they become related after employment (i.e. marriage) or may deny promotion when it would cause a violation of this policy. Should such a transfer not be feasible, one of the employees may choose to resign or may otherwise be terminated.

3.10 Solicitation and Distribution

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

3.11 Open Flames in the Workplace

In the interest of safety of the Encina employees and facilities, candles, incense, and other items designed to burn are prohibited in Encina indoors. A standing exception of this shall be any laboratory or work

station where flames or other heat sources must be used to conduct analyses within established safety guidelines.

3.12 Tobacco in the Workplace

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

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

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

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

3.13 Drug/Alcohol Free Workplace

Encina has a vital interest in maintaining a safe, healthful, and efficient work environment. Being under the influence of a drug or alcohol while on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, being under the influence of or possession of an illegal drug (including marijuana) in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthful, and efficient operations. This policy is adopted in compliance with the federal and state Drug Free Workplace Acts.

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

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

- Distribution, sale, purchase, possession, or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance, while on the job (impairment/being under the influence for marijuana will be determined based on observation and/or tests for the psychoactive compound in marijuana);
- Driving any vehicle while performing Encina business under the influence of illegal or controlled substances or alcohol;
- Use of, impairment by, or being under the influence of alcohol while on the job;
- An employee's failure to notify Encina of any criminal conviction on a charge related to drugs or alcohol (excluding those related to marijuana when not related to a workplace crime-committed within the workplace or while on duty);
- Use of or being under the influence of marijuana on Encina premises or while performing Encina business or during working hours, even if obtained through a legal prescription.

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

Employees with a commercial drivers' license defined as a Class A, B, or C with a hazardous materials endorsement may be subject to additional Department of Transportation (DOT) drug and alcohol testing requirements as outlined in the Federal Motor Carrier Safety Administration (FMCSA) regulations and the Encina DOT policy.

A. Definitions

1. Encina Premises – all buildings, parking lots, service yards, lunch rooms, break areas, rest rooms, loading docks, Encina-owned vehicles, work sites, or any other sites where employees perform services for Encina regardless of Encina's ownership or control of the property.
2. Reasonable Suspicion – a suspicion that is based on specific personal observations of an employee's manner, physical movement, disposition, behavior, speech, appearance, breath odor; or by information provided by another employee, law enforcement or security personnel, or by any other person believed to be reliable, that causes the person making the observations or hearing the information to reasonably believe an employee is under the influence of drugs or alcohol. Reasonable suspicion can be established by an accident involving Encina property when the employee's actions cannot be ruled out as contributing to the accident, plus an additional symptom. Reasonable suspicion can also be established by a work-related accident, incident or mishap that resulted in death, or injury requiring medical treatment away from the scene of the accident, or property damage in excess of \$5,000.
3. Under the Influence – behavior modified by alcohol or drugs, resulting in substandard or modified job performance; diminished motor reflexes, impairment of coordination, speech, or mental

concentration; or conduct that poses a safety hazard to the employee, co-workers, or others. For drugs other than marijuana, a positive drug test will establish the employee was under the influence. For marijuana only a test that detects the psychoactive compound in marijuana will be used to determine whether an employee is under the influence/impaired.

B. Pre-employment Testing

All individuals offered employment with Encina are required to submit to a pre-employment, post-conditional offer physical examination and drug screen. Any tests for marijuana will only test for the psychoactive compounds.

C. Reasonable Suspicion Testing

1. Employees will be required to submit to a drug and alcohol test if reasonable suspicion exists that an employee is under the influence of (impaired by) drugs and/or alcohol. Any employee who tests positive as the result of such a drug and/or alcohol test will be subject to discipline up to and including discharge. This includes any employee who tests positive for the psychoactive compounds of marijuana, even if the employee has a medical advisement or prescription for marijuana. Only tests that can indicate impairment based on the presence of the psychoactive compounds in marijuana (THC) will be used to test for marijuana.
2. The reasonable suspicion of alcohol or drugs use must be based upon objective factors related to the employee's appearance, conduct, speech, behavior, and/or other objective factors. If a department director or supervisor has reason to believe an employee is under the influence of alcohol or drugs, or has otherwise violated this policy, the department director or supervisor should carry out the following procedures:
 - a. Accompany the employee to a private office, room, or other area. If possible, a witness should accompany the employee and the department director or supervisor. Upon request, the employee may have another employee act as a witness on his/her behalf. Action regarding the employee shall not be delayed by the request for an employee-selected witness.
 - b. If it is determined that this policy may have been violated, the General Manager, Assistant General Manager, or their designee should be advised of the situation. After receiving authorization to conduct an alcohol and/or drug test from the General Manager, Assistant General Manager, or their designee, the employee should be told that his/her behavior or performance warrants an alcohol and/or drug test. The employee should be advised that the examination and/or test will be conducted at an Encina-designated testing facility.
 - c. The following procedures should be followed:
 - i. The employee should be asked to read and sign an Authorization for Medical Examination and Alcohol/Drug Testing Form.

- ii. The General Manager, Assistant General Manager, or their designee will arrange transportation to Encina's designated testing facility.
 - iii. If the results of the medical examination and/or alcohol or drug test indicate the employee is under the influence of alcohol and/or drugs or has otherwise violated this policy, appropriate disciplinary action may be taken up to and including termination.
 - iv. If the results of the medical examination, alcohol and/or drug test indicate another cause for the employee's behavior, the employee may be placed on an appropriate leave. If there is a medical reason underlying the behavior, the employee will be required to provide Encina with a medical release from a physician before returning to work. Encina may require the employee to be examined and evaluated by the Encina-selected physician before being allowed to return to work.
 - v. If the results of the alcohol or drug test are negative, no further action will be taken by Encina with regard to the violation of this policy.
 - vi. An employee who has a valid prescription in their name for the drug for which they tested positive, will be required to provide that information to the testing facility. Such a test will not be considered a positive test. However, the employee will need to provide a medical note from their prescribing medical provider clearing them to continue to perform their job duties with or without restrictions.
- d. If the employee refuses to consent to an alcohol or drug test, the following procedures should be followed:
- i. The department director or supervisor must explain to the employee that the requested alcohol or drug test is used to establish the employee's compliance with this policy and/or fitness to perform his/her job.
 - ii. The department director or supervisor must inform the employee that his/her refusal to consent to an alcohol or drug test is a deliberate failure to comply with a reasonable request and constitutes insubordination, a violation of this policy and the employee will be subject to discipline up to and including termination.
 - iii. The department director or supervisor must inform the General Manager, Assistant General Manager, or their designee of the situation. The decision whether to immediately suspend the employee will be made by the General Manager, Assistant General Manager, or their designee.
 - iv. If the employee is immediately suspended, the department director or supervisor should arrange for the employee to be transported home.

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

D. Workplace Searches

In order to promote an alcohol and drug free, safe, productive, and efficient workplace, Encina reserves the right to search any Encina-owned or controlled or jointly controlled facilities or property in the employee's control or possession to determine the presence of alcohol or drugs. Encina expressly reserves the right to inspect Encina owned or controlled lockers, desks, tool boxes, vehicles, packages, containers, and other articles within the work area. If the General Manager, Assistant General Manager, or their designee has reason to believe that alcohol or drugs are present in a work area in violation of this policy, the appropriate law enforcement agency may be contacted and asked to conduct a search of the work area.

E. Disciplinary Action

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

F. Rehabilitation

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

G. Drug/Alcohol Civil Convictions

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

H. Employee Assistance Program

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

3.14 Encina Records, Information and Communication Systems and Equipment (including Cell Phones)

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

A. General Information

1. Public Records

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

2. Electronic Records and Communications Are Not Private

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

3. Storage and Dissemination of Confidential Information

- a. California law requires that certain information be treated as confidential and not be distributed to others inside or outside Encina who do not have authorization to view such information. Some examples of confidential information are: personnel records (including testing, employee evaluations, and disciplinary matters), medical information of employees, internal investigations, information relating to litigation or potential litigation, attorney-client communication, or information relating to confidential real estate negotiations.
- b. Accessing, viewing, discussing or otherwise disclosing such information will be restricted to those with a legitimate business need or with legal right to access such information under applicable state or local laws.

- c. Confidential communications should be marked confidential; however, merely because a communication is not labeled confidential does not mean it is eligible for re-transmission or disclosure.
- d. Employees shall exercise caution in sending confidential information on the email system as compared to written memoranda, letters, or phone calls because of the ease with which such information can lose confidentiality by diversion or re-transmission by others. Emails containing confidential information should be labeled "CONFIDENTIAL" in the subject line. No unauthorized staff shall view or copy such emails even if they have access to such emails.
- e. Encina employees are responsible for maintaining confidentiality of all information entrusted to them and for reporting known or suspected unauthorized use, access or disclosure of confidential information. Confidential information should not be sent or forwarded to individuals or entities not authorized to receive that information and should not be sent or forwarded to other Encina employees not authorized to view such information.
- f. Requests for personnel records must be submitted to Human Resources for review and approval by the General Manager or Assistant General Manager. Personnel information may not be removed from the premises, physically or electronically without authorization from the General manager or Assistant General Manager.

4. Intellectual Property

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

B. Use of the Electronic Communication System

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

1. Allowance for Limited Personal Use of Communication Systems

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

2. Prohibited Uses of Encina's Electronic Communication System

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

3. User Responsibilities

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

C. Network Security

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

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

D. Computer Hardware

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

Only Encina computer hardware is authorized to be used on Encina premises. The use of any outside devices is subject to Encina's "Bring Your Own Device Policy" and "Acceptable Use Policy" which can be found in the appendix to the HRPM or on Encina's Intranet.

E. Computer Software

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

F. Internet Guidelines

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

Viewing, downloading, or transmitting sexually explicit, and/or pornographic language or other material violates Encina's Harassment Policy (Section 3.4) and will not be tolerated. Any language or material that is disparaging of others or is threatening, defamatory, or obscene potentially violates Encina's Harassment policy.

G. Cellular Phone Usage

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

When an employee's employment activities warrant the use of a cellular phone for business purposes as determined by the Department Director and approved by the General Manager, the employee may

elect to use Encina's cellular phone or receive a reimbursement to maintain a personal cellular phone including a wireless plan.

There are two categories of cellular phone usage for business-related purposes:

Encina-Owned Equipment

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

Employee-Owned Equipment

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

- The maximum allowable reimbursement will be adjusted each year according to IRS limits.
- In the event an employee separates from Encina, the Cellular Phone Plan reimbursements shall terminate on the employee's separation date.

H. Password Policy

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

1. General Policy

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

2. Password Protection Standards

- a. Employees are required to use different passwords for Encina applications or computer login accounts as for other non-Encina access (e.g., personal email account, option trading, benefits, etc.).
- b. Employees are not to share Encina passwords.
- c. All passwords are to be treated as sensitive, confidential Encina information.
- d. If an account or password is suspected to have been compromised, employee must report the incident to the Information Systems Manager as soon as possible and change all passwords.

I. Audio and Video Recordings

Encina prohibits audio or video recordings in the workplace without authorization due to privacy, legal requirements and confidentiality concerns and protections.

3.15 Nondisclosure of Confidential Information (see also 3.14.A(3) Storage and Dissemination of Confidential Information

During the course of employment at Encina, employees may have access to certain confidential information including: legal information, business records, business systems, future plans, and other information that Encina considers confidential. Maintaining this confidentiality is important to Encina. Employees must exercise caution and discretion in regard to keeping information confidential about

Encina's business and employees. Disclosure of confidential information to other persons who do not have a right to know or who are not authorized to receive such information may result in disciplinary action up to and including termination.

3.16 Handling Inquiries from Outside Sources

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

3.17 Workplace Security

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

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

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

3.18 Search and Inspection

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

3.19 Possession of Harmful Devices

Possession of harmful devices on Encina premises or in Encina vehicles by anyone is strictly prohibited. Harmful devices include all non-work-related devices that: 1) can inflict serious bodily harm to anyone,

and 2) whose normal purpose, in Encina's judgment, is to cause such serious bodily harm. Violation of this policy may result in disciplinary action up to and including termination.

3.20 Workers' Compensation

The Human Resources Manager serves as Encina's liaison for Encina's workers' compensation issues (i.e., work-related injury). Questions regarding workers' compensation procedures should be referred to the Human Resources Manager.

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

3.21 Parking

A. Overview

The Encina Water Pollution Control Facility (EWPCF) is a critical public health facility operational 24 hours a day, seven days a week. Safe and effective operations, maintenance, repair and emergency response demand unencumbered access to all above and below ground infrastructure. All Encina employees, contractors and guests shall park vehicles in marked spots located within Designated Parking Areas (DPA) in conformance with this Policy or in the public right of way.

B. Designated Parking Areas

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

1. North Lot. This DPA is adjacent to the north side of the Administration Building in the northwest quadrant of the EWPCF. This DPA includes: 13 marked spots available for use by employees; four marked spots reserved for Encina-owned vehicles; and one marked stall for persons with certified special needs.
2. South Lot. This DPA is adjacent to the west side of the Secondary Clarifiers in the southwest quadrant of the EWPCF. This DPA includes: 56 marked spots available for use by employees; and two marked stalls for persons with certified special needs.
3. Warehouse. This DPA is adjacent to the south side of the EWPCF Warehouse in the southeast quadrant of the EWPCF. This DPA includes three marked spots available for use by employees.

4. Main Lot. This DPA is adjacent to the circle drive on the west side of the Administration Building. This DPA includes: 13 marked spots available for use by Encina employees and guests as specified below; and two marked stalls for persons with certified special needs.
5. Rear Lot. This DPA is adjacent to and behind (east of) the Administration Building. This DPA includes: 21 marked spots available for use by Encina employees and one marked spot reserved for Encina-owned vehicles.
6. Heat Dryer Lot. This DPA is adjacent to the Heat Dryer Building and includes two marked spots available for use by Encina vehicles only.

C. Authorized Parking

1. Generally. All Encina employees and guests shall park vehicles used to travel to and from the EWPCF in marked spots located within the DPAs established by this Policy or in the public right of way in conformance with applicable laws. Parking is not always available along Avenida Encinas and employees are encouraged to maintain awareness of both the legal limitations and dangers associated with parking along this busy arterial roadway.
2. Emergency Vehicle Access. Certain roadways throughout the EWPCF have been designated as emergency routes. A minimum 20' clearance must be maintained at all times on emergency routes. At no time, shall any employee, guest or service worker park an unattended vehicle within an emergency route or along any red painted curb.
3. Employees. Unless specified below, employees choosing to park within the EWPCF fence line shall at all times park in marked spots located within the DPAs on a "first come, first served" basis. Employees who park in a designated DPA and then traverse non-parking areas of the EWPCF site in order to reach a locker room or their regular work station must comply with all applicable safety policies and procedures including appropriate footwear.
4. Guests. Unless specified below, guests choosing to park within the EWPCF fence line shall park in marked spots located within the South Lot or Main DPAs on a "first come, first served" basis. Whenever possible, employees should inform and encourage guests to use the South Lot DPA, as the Main DPA is often reserved for members of the Encina Board of Directors, Encina Member Agency executives, and other public officials.
5. Assigned Craft, Trade, and Supervisory Personnel. Craft, trade, and supervisory personnel assigned to undertake a specific scope of work during a defined period of time pursuant to a contract for improvements of public works at the EWPCF, including Encina issued purchase orders, shall park personal vehicles in the South Lot DPA on a "first come, first served" basis.
6. Special Needs. Special Needs parking spots are clearly marked with blue striping and signage. At no time shall an employee park in any spot reserved for persons with certified special needs unless that employee's vehicle prominently displays: a) an official government issued placard certifying

special needs; or b) a Special Needs Certificate issued by Human Resources. Special Needs spots are limited and are also available on a “first come, first served” basis.

7. Employee Use of the Main Lot DPA. The General Manager, Assistant General Manager and executives shall use the Main Lot DPA. During Special Events and Board Meetings, the executives are encouraged to park in another DPA on a “first come, first served” basis.
8. Other Use of the Main Lot DPA. The Main Lot DPA is primarily reserved for guest use to support: necessary and appropriate governance and administrative activities; citizens who may be unsure about how to approach the EWPCF; and safe and efficient emergency response. Therefore, general employee use of the Main Lot DPA is discouraged. General employee parking is prohibited between one hour before, during, and one hour after all Encina Board of Directors meetings, including Committee and Special Meetings. Meeting dates and times are posted on Encina’s public website.
9. Exceptions for Deliveries. Encina routinely accepts deliveries. Delivery persons may approach the EWPCF using then established routes and park safely in a reasonable setting proximate to their customary delivery location.
10. Exception for Service Vehicles. Vehicles owned by companies actively engaged in the provision of services to Encina under any Enina issued contract, including Encina issued purchase orders, may temporarily park in a safe location proximate to the site of the work as necessary and appropriate to effectively prosecute the contractual services. Construction managers and superintendents should coordinate with the Senior Construction Manager and Safety Manager on appropriate and allowable parking locations. In no circumstance shall service vehicles block emergency routes throughout the plant
11. Contractor Access Code. The Encina Site Security Plan authorizes special arrangements for contractors and others making reoccurring entry to the EWPCF. As such, a contractor gate access code has been created to provide contract staff unrestricted access to the South Lot DPA gates and to the EWPCF South vehicle and pedestrian gates for the duration of their contractual services.
12. Other Exceptions. The General Manager retains unilateral discretion to approve any variance from this Policy. No variance from the requirements set forth herein may be implied by contract. Any variance from this Policy shall be in writing and shall limit Encina’s liability for damages to vehicles.

3.22 Vehicle Use

A. General

The Vehicle Use Policy is to establish a fair process for the allocation of Encina owned and/or leased vehicles to staff and to monitor the use of vehicles used and owned by Encina. Safety and Training Manager is designated as the Vehicle Use Policy Administrator “Administrator”.

B. Procedure

1. All employees of Encina are required to maintain a valid California Driver's License (CDL) and remain insurable by Encina's insurance carrier in accordance with the Human Resources Policy Manual Section 9.14 (B) Valid Driver's License and Vehicle Insurance. Employees must immediately notify Encina of a loss or suspension of their CDL.
2. Drivers are required to have a CDL for the type or class of vehicle operated.
3. Drivers are required to enroll in the DMV pull notice program upon hire, if the employee is not enrolled in the pull notice program, the employee will not be authorized to operate Encina vehicles.
4. Drivers must operate assigned vehicles in accordance with all DMV and Encina Safety policies and procedures at all times, and follow all traffic regulations, including the speed limit.
5. Prior to operating Encina vehicles, drivers must complete an approved defensive driver training course. Driver training will be assigned by the Administrator.
6. Staff may not keep copies of Encina vehicle keys in their possession.
7. The use of any tobacco products is prohibited in all Encina vehicles.
8. Traffic tickets and parking fines received while using an Encina vehicle are the responsibility of the employee driving the vehicle.
9. Certain employees may be assigned an Encina vehicle for use to and from the employees' residence and the Authority's office or emergency work site. This vehicle assignment is determined by the Maintenance Manager, or his designee, on an as needed basis. Assignment of the vehicle is not for the specific benefit of the employee, but for the improved operational efficiency and effectiveness of Encina.

C. Use of Authority Vehicles

1. Prior to entering a vehicle, staff should conduct a walk-around of the vehicle (golden circle) to identify any defects that could hinder its operation.
2. Unless approved in writing by the General Manager (GM) or his designee, use of Encina owned or leased vehicles for personal use is prohibited. Vehicles are to be used for authorized business only; however, employees required to work in the field are authorized meal breaks at a facility within a reasonable proximity to the assigned work area.
3. All passengers must be seated, and their seat belts always fastened. There may not be more passengers in any vehicle than the number of seatbelts in the vehicle.
4. Drivers may not answer or talk on their cell phones while operating Encina's vehicles. Vehicles equipped with hands free devices may be used.

5. Employees shall not transport non-work-related personnel without prior approval from the General Manager or his designee.

D. Maintenance, Refueling and Cleanliness

1. Fluid levels should be checked at each refueling. If there are any problems, the Maintenance Manager/Supervisor should be advised before the vehicle is used. Monthly maintenance, oil changes and any other vehicle maintenance will be conducted by the Technical Services Department under the direction of the Maintenance Manager.
2. It is the driver's responsibility to refuel the vehicle when it is at the ¼ tank mark on the fuel gauge. In case of an emergency, another authorized driver can refuel the vehicle.
3. The refueling station is located at 2480 Impala Drive, Carlsbad, CA. 92010.
4. At every refueling, remove trash and belongings from the vehicle interior and vacuum if it is dirty. Encina's Technical Services Department is responsible for washing the vehicles.
5. Report any maintenance needs and/or accidents/damage immediately to the Maintenance Manager. (For all traffic accidents – please contact the police and obtain a police report – these must be turned in to the Administrator).

E. Accident Procedures

1. Stop immediately and investigate even when the accident appears to be minor. If someone is hurt or if there is danger of a fire, call 911 to request assistance (i.e., Law Enforcement, Fire Department, Ambulance). Use the California Sanitation Risk Management Authority's (CSRMA) Driver Report Form, which should be in the glove box of each Encina vehicle, to structure your reporting of the accident.
2. Make no expressed or implied admission or liability or fault.
3. Notify your immediate supervisor, Department Director, and the Administrator.
4. Make written notes of the details of the accident while at the scene. Do not wait until later! Each vehicle has an insurance card and Driver Report form from CSRMA with instructions on what to do in case of an accident.
5. Do not give information concerning the accident to anyone unless the party requesting it is an authorized official (i.e., Deputy, Sheriff, Supervisor, etc.).
6. Do not discuss the accident with insurance agents, news personnel, adjusters, or attorneys on behalf of any third party without express permission from Encina's Legal Counsel.
7. Complete the Encina Wastewater Vehicle Collision Report and submit to the Administrator by the end of shift in which the accident occurred.

8. In the event of an injury, contact Human Resources when it is safe to do so.
9. Accidents will be reviewed by the safety leadership team and administrator. Accidents that are deemed to be preventable will require the driver to complete defensive driver training. A driver involved in a preventable accident may be subject to disciplinary action and/or suspension or termination of driving privileges.

Section 4 – Hiring

4.1 Hiring Procedures

A. Job Announcements

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

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

B. Application Process

All applications must be submitted using official forms/platforms established by Encina and submitted to Human Resources on or before the final filing date specified in the job announcements. All applications and examination papers become confidential records of Encina. A separate and complete application must be filed for each recruitment, unless specified otherwise in the job announcement.

C. Acceptance of Applications

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

D. Verification of Information

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

E. Screening of Applicants

Applications for a particular opening shall be reviewed by the appropriate department director and/or supervisors in conjunction with Human Resources and/or the Assistant General Manager. A short list of the most qualified applicants may be developed for the examination process.

4.2 Examination

A. Purpose of Examinations

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

B. Types of Examinations

Examinations may be of the following types:

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

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

C. Examination Formats

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

D. Rankings Established

Upon completion of the examination process, rankings shall be prepared consisting of the names of candidates who qualified in the examination, the numerical order of respective ratings based on exam procedures utilized, and any other data deemed pertinent. Rankings shall be maintained in a confidential manner and remain in effect for a reasonable amount of time at the discretion of Encina. The name of a person who accepts a regular appointment to a position shall be removed from the rankings for such position.

4.3 Minimum Age Required

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

4.4 Reemployment

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

Section 5 – Transfers and Reassignments

5.1 Administrative Transfers

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

Requests for transfers will be at the discretion of the General Manager.

5.2 Working Out-of-Classification

An out-of-classification assignment is a temporary assignment of a regular, nonexempt or exempt employee (excluding the Assistant General Manager and the General Manager) for 40 consecutive work hours or more to an established position that requires the employee to perform the duties of an another classification. Such an assignment may not exceed a period of six months or 960 hours, whichever is less, unless approved by the General Manager.

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

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

The General Manager may authorize a temporary salary increase for an employee while working in the out-of-classification assignment when the assignment is to an upgraded position/classification. Per CalPERS regulations, this additional compensation is Temporary Upgrade Pay as long as the employee does not continue to perform their current duties, and is reportable compensation for the purposes of CalPERS retirement calculations for Classic members. Employees working out-of-classification shall continue to receive the benefits assigned to the employee's regular position.

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

Section 6 – Probationary Period

6.1 Defined

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

6.2 Appointments

All appointments, including original date of hire and date of promotion, are subject to a probationary period of actual service. The length of the probationary period for a new appointee is 12 months from the date of employment at Encina or date of the promotional appointment. However, any probationary period may be extended by the General Manager, upon the request of the department director. The length of the extension shall be at the General Manager's discretion. Approval of an extension by the General Manager shall be in writing with notification to the appointee involved prior to the end of the probationary period that began at the original date of hire or promotion. Advancement, as defined, is not subject to Encina's probationary period.

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

6.3 Promotion During Probationary Period

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

6.4 Completion of Probationary Period

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

Section 7 – Classification Plan

7.1 Definition of Classification Plan

Encina's classification plan contains a list of all classes and positions within Encina. The Classification Plan shall be developed and maintained so that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same classification and that the same schedules of compensation are applied with equity under like working conditions to all positions in the same classification.

7.2 Job Descriptions

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

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

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

7.3 Maintenance of the Plan

The Assistant General Manager, or his/her designee, is responsible for maintaining the classification plan and conducting classification studies, when required. All changes to the classification plan are subject to approval by the General Manager. Department directors are responsible for periodic reviews of job descriptions for positions which they supervise.

Section 8 – Compensation

8.1 Salary

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

8.2 Merit Increase

- A. All Encina merit increases are based on performance. Eligible employees shall receive a salary increase between 0% to 5% based on job performance as determined by the General Manager, through the annual Performance Evaluation Process.
- B. Eligible employees shall include only those employees who:
 - 1. Have completed the Probationary Period for the Classification to which they are assigned at the time of the annual Performance Evaluation Process;
 - 2. Have not reached the top of the Board of Directors approved Salary Range for the Classification to which they are normally assigned; and,
 - 3. Meet each of the following criteria:
 - a. are not subject to a Performance Improvement Plan at the time of, or as a result of, their annual performance evaluation;
 - b. were not subject to the imposition of Serious Discipline, as defined in §14.3(B) of the Encina HRPM, during the annual performance evaluation rating period; and,
 - c. were not subject to the imposition of Minor Discipline, as defined in §14.3(A) of the Encina HRPM, more than once during the annual performance evaluation rating period.
- C. If an employee is ineligible to receive any merit increase based on a Performance Improvement Plan, the General Manager may, upon satisfactory completion of the Performance Improvement Plan and recommendation by the employee's Department Head, then declare the employee eligible and grant a merit increase to commence during the regular Pay Period immediately subsequent to the General Manager's declaration of eligibility.
- D. Salary increases due to promotion from one classification to a higher classification are typically a minimum of five percent. Should the promotion be made effective at the same time as a cost of living (COLA) or general wage adjustment is implemented, the promotional increase will be in addition to the COLA or general wage adjustment.

8.3 Retirement Plan

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

8.4 Social Security – Medicare

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

8.5 Deferred Compensation Plan

Regular, full-time employees are eligible to participate in a Deferred Compensation Plan established by Encina.

Section 9 – General Conditions of Work

9.1 Normal Hours of Work

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

A. Workday

The workday is 8, 9, 10, or 12 hours of work in a 24-consecutive-hour period, except in cases of emergencies. The General Manager retains authority to make changes to these schedules based on EWA's needs.

B. Work Shift

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

1. 9/80 shift – Eight 9-hour workdays plus one 8-hour workday in a pay period;
2. 4/10 shift – Four 10-hour workdays in a work week;
3. 5/8 shift – Five 8-hour workdays in a work week;
4. 3/12 shift – Six 12-hour workdays plus one 8-hour workday per pay period;
5. Floater – Assigned as required to cover hours for employees working regular shifts.

C. FLSA Compliance: Workweek

A workweek is a period of 168 hours during 7 consecutive 24-hour periods. It may begin on any day of the week and at any hour of the day established by the employer. Encina reserves the right to assign the workweek to individual employees consistent with the FLSA. The workweek may differ among employees, provided the hours and days are consistent from week to week for each employee. Employees who work a 9/80 schedule, the workweek will begin 4 hours after the start time of the eight-hour day. To avoid overtime, employees are not permitted to flex their time or vary their lunch period on the 8 hour/alternative day off or to alter their day off.

D. Excessive Tardiness/Absenteeism and Abuse of Leave

Employees not specifically exempt from the provisions of the FLSA are expected to be at their work station, ready to begin work, at the beginning of their assigned shift. If they expect to be absent or

tardy on any given day, employees shall notify their supervisor as early as possible, but no later than 30 minutes before the beginning of their workday/shift.

Excessive tardiness occurs when an overtime-eligible employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by federal or state law, exceeds [three (3) days in any three (3) month period]. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

9.2 Meal and Rest Periods

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

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

Employees may not use a meal or a rest period to arrive late, leave early or to combine these periods for longer breaks. In the rare event that an employee cannot take a meal period, or is unable to take a full off-duty meal period, the employee must notify his/her supervisor in advance or as soon as possible if advance notice is not practicable. The supervisor will determine whether steps need to be taken to allow for a meal period, and if not possible, ensure that the employee is appropriately compensated for their time.

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

9.3 Lactation Accommodation

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

A private place to express breast milk, other than a bathroom, will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity. Access to a sink with running water and a refrigerator for storing breast milk will be provided in close proximity to an employees work area. If a refrigerator cannot be provided, Encina may provide another cooling device suitable for storing milk, such as a cooler.

To request the above, please contact Human Resources. Encina will respond accordingly, generally within two business days.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with Human Resources/or the California Labor Commissioner.

9.4 Emergency Assignments

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

9.5 Overtime

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

Pursuant to the Fair Labor Standards Act (FLSA), nonexempt employees are entitled to overtime pay for all hours actually worked in excess of 40 hours in the employee's designated workweek. Nonexempt employees are also entitled to double-time pay for hours worked in excess of 12 in one workday and in excess of eight on the seventh consecutive workday.

Although paid leave such as sick leave, vacation, and official Encina holidays are not considered "hours worked" under the FLSA, Encina shall consider such time as time worked for purposes of computing overtime compensation. There shall be no pyramiding of overtime pay and no manipulation of the work schedule to receive overtime pay. If an employee works a partial day, then goes home sick or takes the

remainder day off, s/he would record only enough sick, vacation, or administrative leave hours to complete the shift.

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

9.6 Call Back

Call back work is defined as work required by Encina of a nonexempt employee who, following completion of the employee's work shift or workweek and departure from the employee's work site, is unexpectedly ordered to report back to duty to perform necessary work. Employees who are called back shall receive a minimum number of hours of pay as described in the Resolution of the Board of Directors adopting Salary, Benefits and Other Working Conditions or hours actually worked, whichever is greater. Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty. Work performed remotely is not considered call back work and employees will be paid for the actual hours worked.

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

9.7 Standby Duty

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

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

The department director may assign an employee or employees to standby duty. Employees assigned to standby duty shall receive Standby Pay. If called back /required to report back to work, call back provisions apply. If work is performed remotely, employee shall be paid for actual hours work. Standby Pay will be

calculated as described in the current Resolution of the Board of Directors adopting Salary, Benefits, and Other Working Conditions, and shall apply to all hours an employee is assigned to Standby Duty.

9.8 Shift Differential Pay

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

9.9 Stipends for Certifications

Employees who obtain and maintain the following certifications are eligible for additional compensation, as specified in the current Resolution of the Board of Directors adopting Salary, Benefits, and Other Working Conditions.

A. Certified Welder

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

B. Class A or B Driver License

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

C. Crane Operator

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

9.10 Meal Allowance

All employees are eligible for a meal allowance as described in the current Resolution of the Board of Directors adopting Salary, Benefits and Other Working Conditions. Encina shall either provide a meal, or the employee may submit a receipt and be reimbursed for food and non-alcoholic beverages.

9.11 Safety Footwear/Prescription Eyewear Allowance

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

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

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

9.12 Holidays

The following days shall be recognized as official holidays:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Two Floating Holidays	See Below

If one of the holidays listed above falls on a Sunday, then it shall be observed on the Monday following the holiday. If one of the holidays listed above falls on a Saturday, then it shall be observed on the Friday

preceding the holiday. **Exception:** the Operations staff shall observe all holidays on the dates indicated above, regardless of the day of the week they fall on.

A Floating Holiday shall be equivalent to eight hours paid time off and may be used, with proper approval, on any scheduled workday and shall be paid at a regular hourly rate of pay. Floating Holiday hours shall be posted in the first pay period that begins after July 1 of each year. If not used, the Floating Holiday will be converted to vacation leave. Employees hired between July 1 and December 31 shall qualify for two floating holidays. Employees hired between January 1 and June 30 shall qualify for one floating holiday. Encina may designate alternate dates within the same pay period that shall be recognized as official holidays for employees assigned to continuous shift duties. Alternate dates designated as official Encina holidays for continuous shift employees shall be, for compensation purposes, treated as any of the holidays listed above. Thanksgiving Holiday period includes Thursday and Friday during the week of Thanksgiving. For those employees whose regular Friday off occurs during Thanksgiving week, an alternate holiday may be taken one pay period before or one pay period after the pay period of the holiday, or may be banked for use at a future date. The alternate holiday must be approved by the department director. If a holiday does not fall within an employee's normal workweek, the employee shall be paid as if working a regular shift at the regular hourly rate of pay.

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

Holiday Pay (except Christmas and New Year's Day):

All holiday hours worked are paid at a factor of 2.5 x the base rate ("holiday rate"). Each holiday is considered a "unit", and the holiday pay rate will be applied to one equivalent continuous shift per holiday unit. For example, the Veteran's Day holiday benefit is one unit, while the Thanksgiving holiday benefit is two units. When more than one shift occurs during the recognized holiday, the holiday rate shall be applied to the continuous shift reflecting the most regular hours occurring during the recognized holiday.

For example, if your regular shift includes 12 hours on Thursday and 10 hours on Friday, for Thanksgiving you will be compensated for 12 hours holiday/holiday worked for Thursday and 10 hours holiday/holiday worked for Friday. Overtime hours, double time hours, etc. are not "regular" hours as they are hours worked beyond 40 hours in a workweek or 80 hours in a pay period but are also paid at a rate of 2.5 X base rate during the holiday.

Holiday Pay (Christmas and New Year's Day):

All holiday hours worked are paid at a factor of 3.0 X the base rate ("holiday rate"). Each holiday is considered a "unit" and the holiday pay rate will be applied to one equivalent continuous shift per holiday unit. For example, the Christmas Day holiday benefit is one unit and the New Year's holiday benefit is also one unit. When more than one shift occurs during the recognized holiday, the holiday rate shall be applied to the continuous shift reflecting the most regular hours occurring during the recognized holiday. For example, if your regular shift includes 12 hours on Thursday and 10 hours on Friday, for Thanksgiving you will get 12 hours holiday/holiday worked for Thursday and 10 hours holiday/holiday worked for Friday.

Overtime hours, double time hours, etc. are not “regular” hours as they are hours worked beyond 40 hours in a workweek or 80 hours in a pay period but are also paid at a rate of 3.0 X base rate during the holiday.

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

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

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

9.13 Natural Disaster

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

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

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

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

(prior to an evacuation) on a day Encina did evacuate, shall be permitted to use vacation, administrative, or sick time (as a one-time exception to the sick leave policy) for their hours away from work. This release time may not be combined with either of the two release times described above on the same calendar day.

9.14 Mileage Reimbursement and Vehicle Insurance

A. Mileage Reimbursement

Employees are eligible for mileage reimbursement if they use their own vehicles for Encina business after receiving permission from their supervisor. Employees who begin or end their workday at a location other than their normal work site shall be reimbursed for the mileage from their residence to the temporary work location, in accordance with IRS regulations.

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

B. Valid Driver's License and Vehicle Insurance

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

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

Employees must report the following to Encina immediately upon their occurrence: loss or suspension of driver's license; or written reports regarding all accidents concerning Encina vehicles in which the employee is involved, regardless of the employee's fault or the severity or location of the accident.

Failure to comply with the reporting requirements of this Section may result in disciplinary action up to and including termination. CSRMA's Employee Driving Standards Policy and Procedure is available through the CSRMA website and Human Resources.

9.15 Medical Examinations

A. Pre-employment Medical Examination

Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position. Medical examinations are required for positions in which there is a bona fide job-related physical requirement or when state or local regulations require such an examination. Encina's medical examinations and inquiries are: 1) designed to assist in the proper placement of applicants in jobs which are suited to their health and abilities; 2) job-related and consistent with business necessity; 3) given to all persons entering the same position; and 4) made only after a conditional job offer has been made. Each applicant or employee will be considered based on the particular facts of the individual applicant and the job in question. The content and scope of the medical examination shall be determined by the requirements for safe and effective performance of the employee's prospective duties. A physician selected by Encina, at its sole expense, shall provide the medical examination. Any medical examination required by the Encina shall be in accordance with federal and state laws.

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

B. Reemployment – Medical Examination

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

C. Medically Fit for Duty

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

D. Confidentiality

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

E. Reasonable Accommodation

Reasonable accommodations shall be provided to qualified individuals with a disability in accordance with Section 3.3 (Reasonable Accommodation for Disability).

F. Disqualification

Encina can lawfully disqualify applicants who are unable to perform the essential functions of the job with reasonable accommodation, and can also disqualify applicants who would cause a real threat to the health and safety of themselves or others (and no reasonable accommodation exists that would eliminate or sufficiently reduce this risk).

G. Medical Exam

If, as the result of an Encina medical exam, a current employee is determined to be unable to perform the essential functions of his/her job with reasonable accommodation, and no vacant position exists for which the employee is qualified, Encina will engage in the interactive process which may include consideration of any medical information provided by the employee.

9.16 Payment of Wages and Compensation

A. Regular Paydays

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

B. Resignation and Final Pay

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

Employees shall receive their final paycheck on the next regularly scheduled payday. The employee must return all Encina property, such as keys, tools and equipment, to his/her department director prior to departure.

9.17 Personnel Files

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

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

Certain employee records contain information that is confidential and/or sensitive and are not part of the personnel file. These records shall be handled with discretion. Such records, as enumerated below, shall be kept in a separate confidential file:

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

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

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

9.18 Performance Evaluations

Except for employees serving a probationary period and newly promoted employees, all employees shall have their performance evaluated by their immediate supervisor for this purpose every 12 months. The normal review cycle is September 1 – August 31. The department director, Assistant General Manager, and General Manager shall review all performance evaluations.

For probationary employees and newly promoted employees, the performance evaluation shall be conducted at six months and at twelve months. Then the employee shall be placed into the normal review cycle.

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

9.19 Mail

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

9.20 Dress and Grooming Standards

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

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

9.21 Telecommuting

A. Purpose

Encina recognizes that telecommuting (i.e., working remotely from home or a satellite location through the aid of computers, internet, telephones, video, and other technology) has become increasingly common in the workforce due to the availability and efficacy of technology and expectations of employees. Encina recognizes that permitting certain employees to telecommute may be beneficial during emergencies and natural disasters that prevent employees from coming to work or that create increased health or safety risks. Encina further recognizes that permitting telecommuting during non-emergencies may be viewed by current and prospective employees as a benefit of employment and can be used as a tool for attracting and retaining qualified employees.

This Telecommuting Policy sets forth the procedures and expectations for employees who are permitted to work remotely or telecommute ("Employees"). Telecommuting may be appropriate for some Employees and positions but not for others. The Telecommuting Policy may be terminated or amended at any time, with or without cause.

The Assistant General Manager or his/her designee is responsible for administering this policy.

B. Telecommuting Authorization

EWA may allow Employees to telecommute provided the Employee is able to competently perform all of the employee's job duties, subject to certain terms and conditions as outlined in this policy. Any such telecommuting arrangement is temporary and will not be construed as an employee benefit that creates any right or promise to allow an Employee to telecommute. The option to telecommute and the termination of approval to telecommute remain at the sole and absolute discretion of Encina. Encina provides an essential service and, as such, may require Employees to work on site at any time as it deems necessary; at least two hours' notice will be provided to allow telecommuting Employees time to report to work in person if necessary. If the call back to work puts the employee in overtime status, then the overtime must be authorized by the Employee's Department Director or designee prior to being worked in accordance with EWA's Human Resources Policy. Employees that are actively telecommuting will not be eligible for Call Back benefits unless required to go into the office before or after the employee's regular work shift to perform necessary work onsite.

C. Eligibility to Telecommute

For the purposes of this policy, Employees in certain positions/classifications that are essential to Encina's operation of a wastewater treatment and related facilities and must be physically present at all times in order to complete their job duties. As a result, employees in some positions/classifications are ineligible to telecommute. Other positions may only telecommute occasionally or under specific circumstances. Encina will establish telecommuting eligibility for each position in the job description on file with Human Resources, or in an internally maintained list approved by the Assistant General Manager, and those Employees will be designated as "Eligible Employees". Human Resources and the Assistant General Manager reserves the right to modify position telecommuting eligibility as necessary and appropriate. Telecommuting for Eligible Employees will be identified as either:

- Work from home regularly – the Employee has a set telecommuting schedule that does not vary
- Work from home occasionally – the Employee may telecommute from time to time with approval from the Department Director as the work assignments and on-site demands allow

Employees on a Performance Improvement Plan (PIP) are not eligible to telecommute. Employees with less than six months with Encina may only be eligible to telecommute if prior written approval is obtained from the Assistant General Manager; for employees with less than six months of service with Encina the telecommuting agreement will be evaluated on a monthly basis for the first six months by the Department Director and may be revoked at any time.

D. Procedures

Employees who wish to be considered for telecommuting should make a formal request by submitting a Telecommuting Agreement to his or her Supervisor, with the Contract Information and proposed Telecommuting Schedule portion completed. The Supervisor shall consult with the Department Head or Human Resources to determine whether the Employee is eligible to telecommute and any restrictions. The Employee and Supervisor will discuss the terms of the Agreement to determine

whether a telecommuting schedule can be accommodated and complete the remaining portions of the Telecommuting Program Agreement. The arrangements must be approved by the Supervisor, Department Director, and the Assistant General Manager. The determination of whether the employee may telecommute is at the sole discretion of Encina and may be modified or terminated at any time.

E. Schedule and Time Worked

The Employee's official schedule is kept on file by Human Resources. The Telecommuting Agreement schedule shall not conflict with the official schedule on record with Human Resources. The Telecommuting Agreement will conform to the daily work schedule and will include lunch hours and breaks. Any changes to the work schedule must be approved by the Supervisor and Human Resources. Supervisors and Department Directors are responsible for ensuring adequate coverage at Encina for emergencies and to provide responsive in-person service to staff, member agencies, contractors, vendors, or the public as appropriate. The Employee must be scheduled to work at the Encina worksite at least two or more days a week.

Telecommuting Employees who are non-exempt (hourly) from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using EWA's time-keeping system and take meal and rest breaks as required by EWA's policies. Hours worked in excess of those scheduled per day and per work week (overtime) requires the advance approval of the Employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the Telecommuting Agreement and possible disciplinary action in accordance with the Human Resources Policy Manual.

Failure to timely submit signed time sheets in accordance with this policy may result in disciplinary action, up to and including termination. Recording inaccurate time on a timesheet or recording time on another Employee's time sheet is a violation of the Encina policy and may result in discipline, including immediate termination. Non-exempt Employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timecard may result in disciplinary action, up to and including termination.

F. Telework Location

Employees must designate a "Telework Location" that is a consistent, safe, and appropriate space to perform work. The Telework Location will be included in the Telecommuting Agreement, confirmed annually, and the Employee must notify Human Resources of any change to the Telework Location. The Telework Location shall be within a 75-mile radius of Encina's central location unless authorization is obtained from the Employee's Department Director. Eligible Employees that do not have an existing environment within their home that is appropriate for work purposes may not be approved to telecommute.

G. Expenses

Encina will supply the appropriate office equipment and supplies as deemed necessary to perform work remotely safely and efficiently, including hardware, software and basic office supplies. Certain expenses shall be the responsibility of the employee and are not reimbursable.

Examples of non-reimbursed expenses include:

- Utility costs associated with equipment use or the additional expense associated with increased occupation of Employee's Telework Location (e.g. heating, lights, etc.).
- Costs for establishing and maintaining an Internet connection
- Maintenance or repairs of privately owned equipment even if such equipment is used primarily for Encina business.
- Office or equipment supplies unless approved in advance by EWA.
- Any items not obtained through EWA's normal procurement methods.
- Expenses associated with establishing, operating, or protecting the Employee's Telework Location (e.g. rent, insurance, etc.).
- Printers, copiers, scanners, and the related supplies to support this equipment (e.g., toner)
- Office furniture

Encina reserves the right to make determinations as to appropriate equipment, subject to change at any time. The telecommuting Employee's use of Encina equipment and access to Encina programs, accounts and software shall at all times comply with Encina's policies and procedures, including but not limited to EWA's HRP and Information Technology Policies. Equipment supplied by Encina will be maintained at Encina's expense. All materials and property furnished to the Employee are for authorized business use only. Such property and materials, including, but not limited to, electronic mail, voice message systems, and computer systems, are not for personal use or for use by family, friends or other third parties. In the event any Encina equipment breaks or fails to properly function, the Employee will immediately notify Encina and will not attempt any repairs without first obtaining Encina's written consent. The Employee must sign an inventory of all Encina property received and agree to take appropriate action to protect the items from damage or theft. The Employee will return any and all Encina equipment immediately upon demand by Encina or at the termination of employment or the Telecommuting Agreement.

H. Security and Confidentiality

Telecommuting employees will continue to follow approved safeguards in order to protect the data, property, records, and assets of Encina. No Encina proprietary information, personnel information, trade secret or privileged materials, ("Protected Materials") shall be taken or sent to the Telework Location without appropriate security and Encina's prior knowledge and consent. The Employee is responsible for maintaining the confidentiality, security, and safekeeping of protected materials under the Employee's control. All work product done at the Telework Location will be treated in the same manner as work product from Encina's primary location and is the property of Encina. All

records, computer files, and correspondence must be safeguarded for return to the Encina's primary location. Best practices for safeguarding Encina data, property, records and assets include the use of locked file cabinets and desks, regular password maintenance, backing up and saving computer files, and any other measures appropriate for the job and the environment. Encina supplied computer software may only be duplicated when authorized in writing in advance by Encina and in compliance with the terms of applicable software licensing agreements.

I. Cybersecurity

Telecommuting can potentially expose Encina systems to a range of cybersecurity risks. Therefore, all telecommuting employees must follow best practices to safeguard Encina systems, including:

- Use only Encina resources (computers, wi-fi hotspots, tablets, etc.) for telecommuting work
- Keep family members away from work devices
- Use Encina's cloud ("OneDrive") to store documents
- Use password-protected, secure home wi-fi; the use of public wi-fi is discouraged
- Ensure that operating systems, web browsers, and apps on work devices are up to date
- Frequently save and back up work

All Employees must complete assigned cyber security awareness training prior to telecommuting.

J. Privacy and Public Records

All Encina-provided email, electronic data communication systems, voice message systems, all forms of electronic storage systems, and computer systems are not private and may be monitored, reviewed, or searched by Encina at any time. Furthermore, records reflecting the Employees work for Encina may be considered public records subject to disclosure under the California Public Records Act regardless of whether these records are stored on a personal device. The Employee may be required to provide copies of any such communications upon request.

K. Safety

Employees are expected to maintain their Telework Location in a safe and ergonomically sound manner, free from safety hazards in accordance with Encina policies and procedures. Employees are responsible for notifying Encina of changes to the condition or location of the Telework Location. Telecommuting employees must permit an Encina representative to inspect the Employee's remote working environment, with advance notice and within working hours.

Injuries sustained by the Employee at the Telework Location and in conjunction with his or her regular work duties are normally covered by Encina's workers' compensation policy. Telecommuting Employees are responsible for notifying the Safety and Training Manager of such injuries as soon as practical, typically within 24 hours. Encina will not be responsible, and there may be no workers' compensation coverage, for any injuries that are not job-related or that occur outside of the designated Telework Space or defined work hours. The Employee is liable for any injuries sustained by visitors to his or her home worksite.

L. Accountability

Employees must be available by phone, email and video while telecommuting and must provide a phone number where the employee can be reached during working hours. To verify performance and maintain accountability, the Employee understands and agrees that Encina may monitor the Employee's telework and the Employee's compliance with Encina's policies and procedures through appropriate oversight, including, but not limited to randomly confirming that the Employee is available, checking the status of the Employee's work, confirming the condition of Encina equipment, or electronically monitoring the Employee's activities for Encina. The Employee further agrees to comply with established management directives which may include, but are not limited to:

- Scheduled meetings in person, at Encina's facility;
- Regular communication between Employee and Encina;
- Participation in staff meetings (remotely or in person); and
- Submittal of periodic activity reports and/or other updates as requested.

M. Childcare

Telecommuting is not designed to be a replacement for appropriate childcare. The focus of the telecommuting arrangement must remain on job performance and meeting business demands.

N. Tax Law Compliance

The Employee is responsible for compliance with tax laws. Encina is not responsible for validating Employee's claim of tax deductions for operations of the Telework Location. Encina will not provide tax guidance to employee nor assume any additional tax liabilities.

Section 10 – Leave of Absence Provisions

10.1 Authorized Administrative Leave

The General Manager may place any Encina employee on paid Administrative Leave as result of a safety violation and/or pre-disciplinary investigation, or when he/she determines it is in the best interest of Encina or the employee.

10.2 Vacation Leave

A. Vacation Leave

Full-time employees accrue paid vacation in accordance with the Resolution of the Board of Directors Adopting Salary, Benefits and Other Working Conditions.

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

Regular Part-Time Employees accrue paid vacation on a prorated basis, based on their hours worked.

B. Vacation Pay

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

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

C. Vacation Usage

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

Vacation time may be taken in minimum increments of one-quarter hour.

Employees are expected to adhere to their department's guidelines for requesting vacation time, and should give as much notice as possible of their desire to take time off. Department heads are

responsible for ensuring adequate staffing for each shift, and may deny vacation requests that are not received in time or based on operational needs.

D. Vacation Conversion

Employees may convert a portion of accrued vacation subject to the Resolution of the Board of Directors Adopting Salary, Benefits and Other Working Conditions.

10.3 Management Leave

- A. In recognition of full-time, FLSA exempt employees' work beyond the normally scheduled hours for which they are not entitled to overtime, Encina will provide Management Leave. Management Leave may be used for absences from work that are less than one-half of a workday.
- B. For absences that are more than one-half of a workday, the appropriate, accrued leave (i.e., sick leave, vacation leave) shall be used for the entire absence.
- C. Management Leave requires prior notification to the Department Head, the Assistant General Manager or the General Manager.
- D. Management leave is a benefit that emphasizes responsibility. Misuse of management leave or failure to meet performance expectations because of inappropriate or excessive use may result in disciplinary action.

10.4 Sick Leave

A. Sick Leave Accrual

Full-time employees accrue eight hours of paid sick leave for each full month of employment. Part-time employees and temporary employees accrue one hour of paid sick leave for every 30 hours worked.

Full-time employees may accrue a maximum of 1,000 hours of sick leave. Once the employee's sick leave reaches the maximum, further accrual of sick leave is suspended until the employee has reduced his/her sick leave balance below this maximum. If the employee later uses enough sick leave to fall below the maximum, the employee will resume earning sick leave from that date forward. Part-time employees and temporary employees may use up to 40 hours or 5 days of sick leave per year, and may accrue up to a maximum of 80 hours or 10 days. Once the employee's sick leave reaches the maximum, further accrual of sick leave is suspended until the employee has reduced his/her sick leave balance below this limit. Accrued but unused paid sick leave shall carry over from year to year, subject to this maximum accrual.

B. Sick Leave Rate of Pay

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

C. Sick Leave Use

Sick leave may be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Sick leave may also be used for an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in subdivision (c) of Section 230 and subdivision (a) of Section 230.1.. For the purposes of this Section, "family member" shall be defined as: spouse, domestic partner, parent, grandparent, foster parent, stepparent, father-in-law, mother-in-law, child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.) biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, a sibling, brother-in-law, or sister-in-law, or any person for whom the employee has a caregiver relationship or a designated person, which means a person identified by the employee at the time the employee requests paid sick days. Encina may limit an employee to one designated person per 12-month period for paid sick days. Employees who are going to be absent from work due to illness or injury must notify their supervisor of their intended absence as soon as possible, but no later than one-half hour before the start of their workday, unless such notice is not practicable in which case notice shall be provided as soon as possible. Sick leave is a privilege and any abuse of sick leave by an employee is considered a violation of the HRPM.

Sick leave may be taken in minimum increments of one-quarter hour.

Part-time employees and temporary employees may use accrued sick leave beginning on the 90th day of employment. Each year, part-time and temporary employees may use a maximum of 40 hours or 5 days of accrued sick leave.

D. Sick Leave Certification

Encina may request medical certification from the employee upon return from sick leave. Medical certification must be from a licensed health care provider, state the reason the employee needed to miss work (i.e., due to an illness, injury, or for treatment), and state that the employee is fit to return to duty with or without restrictions. The employee may authorize his/her healthcare provider to provide such medical certification directly to Encina. Such certification generally shall not be requested unless the employee has been absent from work for more than three consecutive days and has used over 5 days of sick leave during the year, or Encina has reason to suspect, either because of a questionable pattern of sick leave or otherwise, that the employee has been abusing sick leave. Any such certification shall be kept confidential. Sick leave that also constitutes Pregnancy Disability Leave under Section 10.12 or an FMLA Leave under Section 10.13 of the HRPM shall be subject to the mandatory healthcare provider certification requirements set forth in those policies.

E. Sick Leave Abuse

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

F. Annual Sick Leave Cash Out

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

G. Sick Leave Pay Upon Resignation

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

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

Separating part-time, and temporary employees, will not receive pay for accrued but unused sick leave at the time of separation.

10.5 Catastrophic Leave Program

A. Eligibility

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

B. Requests for Donations

A written request for donations of sick leave shall be submitted to the Human Resources Manager for initial verification of the employee's eligibility. Employees may request Human Resources keep their name confidential. Human Resources will submit the request to the Assistant General Manager for review for final determination of eligibility. Human Resources shall submit a determination of eligibility in writing to the employee and shall state all the evidence relied upon to determine the employee's eligibility.

C. Donations of Sick Leave

Human Resources will send an email to all employees soliciting sick leave donations on behalf of the requesting employee. The employee's name will remain confidential. Employees who have more than 40 hours of accrued sick leave and who wish to donate sick leave to an eligible employee shall complete a Sick Leave Donation Form indicating the number of sick leave hours to be donated. All such donations are voluntary.

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

D. Valuation of Donated Accrued Sick Leave

The value of the donated sick leave is calculated hour for hour. The donated hours are not calculated on the donor rate of pay. The employee will receive donated hours (as received) each pay period in an effort to maintain a regular paycheck, and provided there are sufficient donated hours. Any excess hours at the end of the Catastrophic Leave will be returned to the donor.

10.6 Time Off to Vote

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

10.7 Bereavement Leave

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

Employees must inform Human Resources of the need for bereavement leave time off in advance. Upon the employee’s return to work following bereavement leave, the request must be documented in writing to the department director. The employee may be required to submit proof of a relative’s death before final approval of leave with pay is granted.

Employees are entitled to up to five workdays absence upon the death of each covered family member. Employees may be authorized up to three workdays absence with pay if one way travel is 500 miles or less. If travel is more than 500 miles one way, or the destination is difficult to reach (due to weather conditions, remoteness, etc.), employees may be authorized up to five paid workdays absence. The leave is not required to be taken all at once, but must be taken within three months of the death of the person for whom the leave is taken.

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

10.8 Jury Duty

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

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

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

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

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

10.9 Witness Duty

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

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

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

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

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

10.10 Victims of Crimes

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

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

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

10.11 Military Leave

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

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

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

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

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

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

10.12 Personal Leave of Absence

A. Eligibility

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

B. General Information

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

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

C. Procedures

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

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

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

conclusion of his/her personal leave of absence. If the employee fails to do so, the employee may be terminated.

10.13 Pregnancy Disability Leave (PDL)

A. General Information

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

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

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

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

B. Procedures

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

Human Resources shall forward the request to the Assistant General Manager and/or the General Manager for approval/disapproval. If an employee must take unexpected PDL, she should notify her supervisor as soon as possible.

C. Benefits

1. Health Benefits

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

2. Non-Health Benefits

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

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

3. Integration with CFRA Leave Benefits

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

D. Return from Leave

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

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

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

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

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

E. Reinstatement

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

An employee is entitled to reinstatement to the same or a comparable position. Comparable position means employment in a position that has the same or similar duties and pay that can be performed at the same or similar geographic location as the position held prior to the leave. An employee on PDL retains the length of service that existed when the leave commenced, and is credited with additional seniority service during the leave except that probationary periods may be extended by the same increment as the duration of the leave. An employee does not accrue any additional benefits including leave balances during an unpaid PDL (i.e., when the employee is not using accrued vacation, sick, or administrative leave).

10.14 Family and Medical Leaves of Absence (FMLA)/California Family Rights Act (CFRA)

In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), Encina will provide family and medical care leave for eligible employees for qualifying reasons, as defined.

A. Leave Eligibility

Under the Family and Medical Leave (FMLA) and California Family Rights Act (CFRA), eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by Encina for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence. Ordinarily, an employee must request a planned family and medical leave at least 30 days before the leave is scheduled to begin. If the need for the leave is not foreseeable, employees must request the leave as soon as practicable. Employees should submit Encina's Medical/Bonding Leave Request form, which is available upon request from Human Resources, or may contact Human Resources for assistance. Failure to comply with the notice requirement may result in a delay of the start of the leave.

B. Covered Leaves

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child or parent with a "serious health condition";
3. (CFRA ONLY) the care of the employee's parent-in-law, grandparent, grandchild, sibling, registered domestic partner or designated person with a "serious health condition";
4. the "serious health condition" of the employee (for CFRA this does not include pregnancy, childbirth or related medical conditions which are covered by PDL);
5. (FMLA ONLY) the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, with a serious injury or illness; or
6. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner (CFRA only) or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

C. Definition of Serious Health Condition

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You must provide the required medical certification to Encina in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Employees with questions about what illnesses/health conditions are covered under FMLA and/or CFRA or under Encina's sick time policy are encouraged to contact Human Resources for assistance.

D. Length of Leave

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and/or federal family and medical leave entitlements to the fullest extent permitted by law.

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for less than two weeks' duration on any two occasions.

When FMLA/CFRA leave is requested on an intermittent or reduced leave schedule basis, the employee must consult with the Human Resources Manager. Human Resources will coordinate with the Supervisor to work out a schedule that does not unduly disrupt the operations of Encina, subject to approval of the healthcare provider of the employee or immediate family member.

E. Pay and Benefits during Leave

Employees will be required to use any available accrued leave during otherwise unpaid family and medical leave with the exception of sick leave. Employees will be required to use any accrued sick leave during unpaid family and medical leave that is due to your own serious health condition and sick leave may be used for other reasons listed above. However, if an employee is receiving benefit payments pursuant to a disability insurance plan or workers' compensation insurance plan, the employee and Encina may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

Leave accrual will be suspended during any unpaid portion of the approved leave period. Holidays will be treated the same as for other employees on leaves. During a family and medical leave, group health benefits will be maintained as if the employee were continuously employed. However, employees must continue to pay their share of applicable premiums (for employee and any dependents) during the leave.

When available, employee benefit plans, such as life, short-term or long-term disability insurance, pension and retirement plans and supplemental unemployment benefit plans are provided under the same conditions as apply to paid or unpaid leave taken for purposes other than FMLA and/or CFRA.

With respect to retirement plans, including pension plans, any period of unpaid FMLA and/or CFRA shall not be treated as or counted toward a break in service for purposes of vesting and eligibility to participate. Also, if the plan requires an employee to be employed on a specific date in order to be credited with a year of service for vesting, contributions or participation purposes, an employee on unpaid FMLA and/or CFRA on that date shall be deemed to have been employed on that date. However, unpaid FMLA and/or CFRA periods will not be treated as credited service for purposes of benefit accrual, vesting and eligibility to participate. While Encina will not make plan payments for an employee during the FMLA and/or CFRA period, employees covered by a retirement and/or pension plan may be permitted to continue to make contributions in accordance with the terms of the plan during the period of the leave – contact Human Resources for coordination of such contributions.

F. Procedures for Leave and Return to Work

1. Request for FMLA/CFRA Leave – The employee submits Medical/Bonding Leave Request form to Human Resources.
2. Notification of Eligibility – Human Resources provides the employee with a “Notice of Eligibility and Rights & Responsibilities” notifying the employee of their eligibility or ineligibility. If eligible, the Notice will state the information required for taking the leave, including a medical certification when required.
3. Employee Return of Required Information – The employee has 15 days to return the information. The employee’s failure to submit the required information could delay the approval of the leave.
4. Designation Notice – Within five business days of receipt of the required information, Encina will provide the employee with a Designation Notice confirming receipt of the required information, the type of leave/s designated, any wage replacement benefits that will apply, any leave accruals that will apply and the anticipated dates of leave.
5. Medical Certification – Employees who request leave must provide a medical certification and/or recertification to support the need for the leave.
 - a. Employee’s Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.

- b. **Family Member Serious Health Condition:** Employees who request leave to care for a covered family member who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for family member and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision the family member. The term “warrants the participation of the employee” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.
- c. **Service member Serious Injury or Illness:** Employees who request FMLA leave to care for a covered service member who is a child, spouse, parent or “next of kin” of the employee, must provide written certification from a health care provider regarding the injured service member’s serious injury or illness. Encina will verify the certification as permitted by the FMLA regulations.
- d. **Qualifying Exigency:** The first time an employee requests leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member’s active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service. A copy of the new active duty orders or similar documentation shall be provided to Encina if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. Encina will verify the certification as permitted by the FMLA and CFRA regulations.

G. Reinstatement upon Return from Leave

- 1. **Reinstatement to Same or Equivalent Position:** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent status, benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
- 2. **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and Encina, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of their readiness to return.

3. **Employee's Obligation to Periodically Report on Their Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
4. **Fitness for Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition (other than pregnancy), which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.
5. Employees whose 1) medical leave exceeds 12 weeks (26 weeks in the case of Service Member Disability leave), 2) who do not have another agency-approved leave, or 3) who do not return to work on the first work day following an approved FMLA and/or CFRA leave will be deemed to have voluntarily resigned their employment from Encina. In certain circumstances under FMLA leave only, "key" employees may not be eligible for reinstatement following a family and medical leave. Encina will provide written notice to any "key" employee who is not eligible for reinstatement.

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

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

10.15 Emergency Duty/Training Leave

Nonexempt employees working and residing in California will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees working and residing in California who are volunteer firefighters are also eligible for leave up to 14 days per calendar year for fire or law enforcement training. If you are participating in this kind of emergency duty/training, please alert your supervisor so that s/he may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor and Human Resources before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

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

10.16 Suspended Pupil/Child Leave

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

10.17 Military Spouse Leave

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

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

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

10.18 School and Daycare Leave

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

10.19 Leave for Domestic Violence and Sexual Assault Victims

A. Right to Time Off

All employees have the right to take time off from work to get help to protect themselves and their children's health, safety, or welfare. All employees can take time off to get a restraining order or other court order. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use available vacation (if applicable) or accrued paid sick leave. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

B. Right to Reasonable Accommodation

Employees have the right to ask Encina for help or changes in their workplace to make sure they are safe at work. Encina will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. Encina may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. Encina will maintain confidentiality regarding any requests for accommodations under this policy.

C. Prohibition on Retaliation and Discrimination

Encina is committed to ensuring employees are not treated differently or retaliated against because of any of the following: the employee is a victim of domestic violence, sexual assault, or stalking; the employee asked for time off to get help; the employee asked Encina for help or changes in the workplace to ensure safety at work.

D. Right to File a Complaint

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

10.20 Adult Literacy Leave

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

10.21 Alcohol and Drug Rehabilitation Leave

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

10.22 Civil Air Patrol Leave

Pursuant to California law, Encina will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol, and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible. Employees are required to give Encina as much notice as possible of the intended dates upon which the leave would begin and end. Encina will restore the employee to the position s/he held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued and unused vacation to be compensated for this time off.

10.23 Leave for Bone Marrow and Organ Donors

Pursuant to California law, Encina will provide up to five business days of paid leave within a one year period to an employee who donates bone marrow to another person; the Authority will also provide up

to 30 business days of paid leave within a one year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. Encina requires that bone marrow donors use up to five days of available accrued sick or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued sick or vacation time during the course of the leave.

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

10.24 Reproductive Loss Leave

Eligible employees may take up to a maximum of five days of reproductive loss leave for a reproductive loss event. A reproductive loss event includes the following: Miscarriage; Stillbirth; Failed adoption; Failed surrogacy; or Unsuccessful assisted reproduction.

To be eligible, an employee must have worked for Encina for at least 30 days prior to the start of the leave. An employee can take leave following their own reproductive loss event or that of another person – such as a spouse or domestic partner – if the employee would have been the parent of the child born or adopted. Employees are not required to submit documentation in support of their leave request.

An eligible employee may take up to five days' leave for each reproductive loss event. Reproductive Loss Leave does not need to be taken on consecutive days but must be completed within three months of the date of the event. If an employee experiences more than one reproductive loss event within a 12-month period, reproductive loss leave time is limited to a total of 20 days within a 12-month period.

Employees can use any available vacation time, sick days, or personal days to cover their Reproductive Loss Leave so they can get paid. Otherwise, reproductive loss leave is unpaid.

Encina will maintain the confidentiality of any employee requesting Reproductive Loss Leave. Encina will not retaliate against an individual for exercising any rights regarding Reproductive Loss Leave.

Section 11 – Tuition Reimbursement

11.1 Purpose

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

11.2 Eligibility

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

11.3 Reimbursable Courses and Expenses

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

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

11.4 Reimbursement Procedures

Encina will provide tuition reimbursement up to \$4,000 per fiscal year for approved courses ("regular annual benefit amount").

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

11.5 Accelerated Courses Program

- A. Any employee eligible for Tuition Reimbursement may apply to the General Manager for increased reimbursement above the regular annual benefit amount.
- B. The Accelerate Courses Program will only be considered for employees seeking an initial Bachelor or Master’s Degree
- C. The request shall be made in writing using a memo form addressed to the General Manager with a copy to the employee’s Department Director. The memo shall include the type of degree, the reasons for the request, cost, the length of time to complete the requirements for the degree.
- D. If approved by the General Manager, the employee and Encina will enter into an Education Reimbursement Agreement.
- E. If the grade earned for any course is less than “C” (“B” for graduate studies) or the course is unsatisfactorily completed, the employees will not be eligible to receive reimbursement of costs from the Program.
- F. Employees who enter into an Education Reimbursement Agreement and fail to make satisfactory progress toward the degree or voluntarily drop out of the degree program will be liable for accelerated tuition expenses minus the regular annual benefit amount.

11.6 Service Requirement

Employees are required to remain employed by Encina in satisfactory performance status for a minimum of two years after receiving tuition reimbursement.

If an employee who has received a tuition reimbursement leaves voluntarily or is discharged for cause prior to completing the service requirements, all tuition reimbursement received by the employee in the two years prior to the employee’s separation date from Encina shall be due and payable to Encina on

or before the employee's separation date. Employees leaving Encina's employment during a layoff caused by a reduction in force shall not be required to repay the tuition reimbursement.

If an employee's performance falls below a satisfactory performance level, that employee will not be eligible to participate in the Tuition Reimbursement Program until satisfactory performance status is restored.

Section 12 – Employee Recognition

12.1 Purpose

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

12.2 Goals

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

12.3 General Principles

- A. Awards should reward exceptional individual accomplishments that contribute to Encina’s strategic goals.
- B. Specific selection/award criteria and nomination routing procedures have been established at the organizational level with an important objective of using simple, uncomplicated processes.
- C. Encina is responsible for determining the timing and amount of awards presented within the year.
- D. The General Manager shall have sole authority to approve disbursement of all awards authorized within policy guidelines.

12.4 Administration

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

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

12.5 Award Categories

Awards will be made in the following categories:

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

12.6 Funding

The Board of Directors approves funding to support this program annually through the budget process. The Assistant General Manager will monitor program funding and advise selection committees and the General Manager on the availability of award appropriations.

Attachment E provides information concerning each award including the frequency and amount of the award. For all incentive and development awards, the amount per award may be designated as a specific amount or may range from \$200 to \$1000 and shall not exceed \$4000 to an individual employee in any 12-month period. Suggestion award amounts shall be ten percent of the first year's gross savings, but in no event shall exceed \$4000 or five percent of annual base salary, whichever is greater, to an individual employee in any 12-month period.

12.7 Selection Committee

- A. Committee criteria: Selection committees are established with standing membership to each committee according to job classification. Additional members may be authorized by the General Manager to meet award objectives or ensure impartiality. The General Manager shall serve as an ex-officio member of each committee with no voting privileges. Members shall not be paid for serving on committees.
- B. Selection committees include:
 - 1. Incentive and Development Award Selection Committee

- Assistant General Manager – Committee Chair
 - Director of Environmental Compliance
 - Director of Technical Services
 - Director of Operations
 - Director of Finance
2. Safety Award Selection Committee
 - Safety Leadership Team
 3. Suggestion Award Selection Committee
 - Operations Manager – Committee Chair
 - Information Systems Manager
 - Source Control Manager
 - Lab Manager
 - Engineering Services Manager

12.8 Eligibility

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

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

Attachment E provides information concerning each award including the nomination procedure.

12.9 Review of Awards

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

12.10 Payment of Awards

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

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

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

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

Section 13 – Layoff and Reemployment

13.1 Authorization

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

13.2 Order of Layoff

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

13.3 Request for Return to Former Class

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

13.4 Order of Reemployment

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

13.5 Notice of Reemployment

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

13.6 Benefits for Employees Rehired After Layoff

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

Section 14 – Employee Discipline

14.1 Policy Statement

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

All regular full-time and part-time employees, except the General Manager, have the benefit of certain disciplinary processes specified in this Section. Any employee who has not completed his/her initial probationary period may be disciplined without use of any of the procedures outlined in this Section.

Disciplinary action shall be commensurate with the alleged violation(s) and the past record of the employee. Encina may administer a progressive discipline process including verbal counseling, written warning, suspension, demotion, transfer, or termination. However, Encina reserves the right to impose or forego any of these forms of discipline as it deems appropriate in its absolute and sole discretion.

Nothing contained in the HRPM shall preclude the immediate administrative removal of an employee with or without pay pending a disciplinary hearing. An administrative removal requires the approval of the General Manager.

Violation of Encina rules, policies, or performance standards may result in disciplinary action. Any Encina employee may be disciplined in accordance with the rules and provisions prescribed herein. All disciplinary actions shall become a part of the employee's personnel record.

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

- A. Fraud in securing employment;
- B. Performing the duties of the position in an unsatisfactory manner. Satisfactory work is work which is competently performed in an efficient and timely manner and which achieves the expected result;
- C. Performing the duties of the position in a negligent, careless, or reckless manner;
- D. Failure to possess and/or utilize the minimum qualifications required for the position;
- E. Dishonesty in the performance of the duties of the position, including, but not limited to fraud, theft, lying, or misrepresentation, either written or oral;
- F. Unauthorized absence: failure to be present at assigned places and times;
- G. Insubordination;

- H. Failure to treat other Encina employees, officials, or the public with respect and courtesy;
- I. Violation of Encina's Drug and Alcohol Policy;
- J. Violation of Encina's Harassment Policy;
- K. On or off duty, behavior that tends to cause discredit to the Authority;
- L. Any on-duty illegal behavior;
- M. Conviction of a crime which relates to dishonesty, or the qualifications, functions, or duties required of the employee in the assigned position;
- N. Misuse of Encina or other member agency owned property, equipment, or material;
- O. Failure to fully comply with all Encina rules, regulations, and policies;
- P. Failure to comply with any safety rules, standards, and regulations.

14.2 Types of Discipline

There are two different types of discipline: "minor discipline" and "serious discipline".

A. Minor Discipline

"Minor discipline" is defined as discipline that may include verbal reprimands, written reprimands, or such actions as suspensions without pay of five days or less.

B. Serious Discipline

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

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

14.3 Minor Disciplinary Process

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

A. Disciplinary Actions for "Minor Discipline"

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

1. Written Reprimand

A department director may reprimand an employee by providing a written statement outlining the problem. A written reprimand shall be provided to the employee and made a part of the employee's personnel record. The employee may respond in writing to the written reprimand within 14 days. If the employee responds with a written statement, it shall be included in the personnel record along with the written reprimand. Written reprimands may be removed from an employee's personnel file after three years, provided there are no further incidents.

2. Suspensions Without Pay for Up to Five Days

The department director may suspend an employee from work without pay for up to five days. A Notice of Suspension shall be issued and will contain the following:

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

14.4 Serious Disciplinary Process

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

A. Disciplinary Actions for "Serious Discipline"

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

1. Suspension without Pay. The General Manager may suspend the employment of an employee without pay for more than five days.

2. **Salary Reduction.** The General Manager may reduce the salary of an employee for disciplinary reasons. A reduction in salary shall be within the salary range of the position held by the employee. A new anniversary date shall be established in accordance with these rules unless otherwise approved by the General Manager.
3. **Disciplinary Demotion.** The General Manager may demote an employee, to any position with a lower salary allocation, provided the employee meets the minimum qualifications for the lower-level position. The demoted employee shall not be eligible for promotion for a period of one year unless otherwise approved by the General Manager.
4. **Termination.** The General Manager may terminate the employment of an employee.

B. Notice of Serious Discipline

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

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

C. Pre-Disciplinary Right to Respond

Right to Respond Options

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

D. Pre-Disciplinary Hearing

1. Hearing Officer's Review

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

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

2. Hearing Officer's Decision and Written Response

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

E. Discipline Imposed

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

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

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

F. Post-Disciplinary Appeal

Following the imposition of serious discipline, pursuant to the procedures set forth above, a regular employee may request a post-disciplinary appeal meeting with the General Manager "Appeal" to challenge the discipline imposed.

A representative of the employee's choosing, including an attorney, may represent the employee at his/her Appeal. The representative may not be an Encina employee involved in the cause for discipline (i.e., a witness) or in the employee's chain of command.

The employee, or a designated representative, must request an Appeal within 20 calendar days from receipt of the Hearing Officer's notification that discipline will be imposed. The Appeal shall be held on Encina's premises at a mutually convenient time, but in all events, shall be held within

30 calendar days of the Hearing request, unless a later date is mutually agreed upon. The employee is required to notify Encina at least 3 business days prior to the Appeal if they will be represented by an attorney.

The following procedures will be followed:

- a. The General Manager will review the entire file on the discipline, including the Notice of Intent to Discipline and all attachments, any response submitted by the employee or their representative, and the final Notice of Discipline.
 - i. The employee may present any written evidence or argument which the employee believes supports overturning or reducing the discipline. The General Manager may elect to have any employees present with him at the Appeal who would be helpful to him in rendering a decision. Following the appeal meeting and any further investigation, the General Manager will issue a final determination in writing. In accordance with the causes for discipline, the General Manager will determine if the level of discipline is appropriate under the circumstances.
 - ii. If the employee fails to appear for the Appeal, the discipline shall be sustained and imposed.

Encina reserves the right to maintain some or all documents related to the disciplinary process in the employee's personnel file. Nothing in this procedure changes the at-will nature of all employees' employment with Encina and Encina reserves the right to terminate or discipline employees with or without cause or right to any particular due process.

Section 15 – Complaint Resolution Procedure

15.1 Purpose of Complaint Resolution Procedure

This procedure shall be used to resolve employee complaints of alleged violations of the express terms of the HRP. Employee complaints regarding alleged harassment shall be governed by the procedures set forth in Section 3.3 (Harassment), Section 3.2 (Non Discrimination/Equal Opportunity Employment), Section 3.5 (Reporting Discrimination, Harassment, and Retaliation to Outside Administrative Agencies). Employee complaints regarding discipline shall be governed by the procedures set forth in Section 14.

15.2 Complaint Resolution Procedure

A. Informal Discussion of Complaint

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

B. Formal Complaint Procedure

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

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

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

An employee may appeal the department director's decision to the General Manager, in writing, within ten days after the receipt of the decision. The formal appeal shall be presented in writing to the General Manager. The General Manager or his/her designee shall discuss the appeal with the

employee and make a reasonable effort to render a written decision regarding the complaint within ten working days of receipt of the formal complaint.

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

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

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

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

---End of Document---

Attachment A

Resolutions of the Board of Directors Adopting Salary, Benefits, and Other Working Conditions

RESOLUTION NO. 2023-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ENCINA WASTEWATER AUTHORITY
ADOPTING SALARY, BENEFITS, AND OTHER WORKING CONDITIONS
FOR THE UNREPRESENTED INFORMAL GROUP OF EMPLOYEES FOR FY2024, FY2025, and FY2026**

Whereas, the Unrepresented Informal Group of Employees (Group) of the Encina Wastewater Authority (EWA) are a valuable and important part of the EWA organization and have had the opportunity to participate in an informal input process with designated EWA representatives on wages, hours, and other terms and conditions of employment; and,

Whereas, the EWA Board of Directors desires to establish salaries, benefits, and other terms and conditions of employment for the fiscal years ending June 30, 2024, June 30, 2025, and June 30, 2026, with input from and following informal negotiations with Group representatives.

Now, therefore, be it resolved by the Board of Directors of the Encina Wastewater Authority that the salary, benefits, and other terms and conditions of employment for the Unrepresented Informal Group of Employees set forth below are hereby adopted and established as those of the Encina Wastewater Authority, and shall remain in effect until further action by the EWA Board of Directors.

A. Unrepresented Informal Group of Employees Classifications

Regular, full-time employees as defined by EWA's Human Resources Policy Manual who occupy the classifications shown in the Classification Plan attached as "Exhibit A" to this resolution comprise the Group (collectively, Group Members) and are subject, without limitation, to the terms and conditions of employment set forth in this Resolution.

B. Effective Dates of Resolution

The provisions of this Resolution shall become effective July 1, 2023 and shall terminate no later than June 30, 2026 unless extended by further action of the EWA Board of Directors. The term of this Resolution does not create the expectation of continued employment or of employment for a specified duration. All Group Members are employed at-will, consistent with EWA's Human Resources Policy Manual.

C. Salary Schedule

Group Members' base salary will be determined according to the Salary Schedule attached as "Exhibit B" to this resolution and incorporated by reference. EWA's General Manager or designee shall place Group Members on the Salary Schedule according to their position and qualifications, and shall have sole discretion to determine Group Members' base salary within the applicable range based on the employee's performance, length of service or any other relevant factor. Any Group Member whose base salary meets or exceeds the maximum range identified for his or her Benchmark Classification shall remain at that salary unless and until the maximum

range increases through a cost-of-living adjustment as described below, or the General Manager or designee determines that the employee qualifies to be placed at a higher salary range.

D. Salary Marked-to-Market

To ensure EWA's salaries are periodically marked-to-market, EWA conducted a Compensation Study that was accepted by the EWA Board of Directors in February 2023. Based on the information presented in the Compensation Study, and in consideration of other related factors, the EWA Board of Directors has determined that, at this time, EWA's best interests continue to be served by setting the top of the salary range for EWA's Benchmark Classifications at the 75th Percentile of surveyed agencies and that employees not serving in a Benchmark Classification be aligned, as recommended by the General Manager, with a surveyed Benchmark Classification to ensure appropriate internal organizational salary alignment. Other related factors taken into consideration by the Board of Directors in making the foregoing determination included: (a) that wastewater infrastructure is an inherently dangerous and unsanitary work environment; (b) that water agencies are the employers EWA competes with for top performers; and, (c) that setting EWA's pay scale above average furthers the goal of recruiting and retaining talented personnel. The agencies chosen to participate in the 2023 Salary Survey are identified below.

Special District	City
Leucadia Wastewater District	City of Carlsbad
Orange County Sanitation District	City of Encinitas
South Orange County Wastewater Authority	City of Vista
Inland Empire Utilities Agency	City of Oceanside*
Eastern Municipal Water District	City of Escondido*
Vallecitos Water District	City of San Diego*
San Elijo Joint Powers Authority	City of Riverside*
Santa Margarita Water District	City of Burbank*
Irvine Ranch Water District	City of Pasadena*
Olivenhain Municipal Water District	
Padre Dame Municipal Water District	

*Not included in benefits survey conducted by Reward Strategy Group.

E. Annual Cost of Living Adjustment

The Salary Schedule for all classifications in the Group will be adjusted once annually. Group Members' base salaries will be adjusted consistent with any increase to the Salary Schedule. The Salary Schedule adjustments for each year of this Resolution shall occur as follows:

1. FY 2023-24: The Salary Schedule for all classifications in the Group will be increased by 5.00% effective July 1, 2023.
2. FY 2024-25: The Salary Schedule for all classifications in the Group will be increased by 5.00% effective July 1, 2024.

Ref: Admin.23-15494a, Page 2

3. FY 2025-26: The Salary Schedule for all classifications in the Group will be increased by 5.00% effective July 1, 2025.

F. Cafeteria Plan (Internal Revenue Code §125 Flex Plan)

1. Administration of the Cafeteria Plan

- a. EWA shall maintain an Internal Revenue Code Section 125-compliant Cafeteria Plan (Plan) throughout the term of this Resolution. The purpose of the Plan is to provide Group Members access to a variety of benefits to include: Health, Dental, Vision, Life, Long-term Disability, Cancer, and Critical Illness insurance; Medical and Dependent Care Reimbursement accounts; and Administrative Leave.
- b. EWA's annual contribution to the cost of a Group member's election of benefits shall be as outlined below. Benefits are provided on a Calendar Year basis.
 - i. For the period July 1, 2023 through December 31, 2023: \$4,301.73 for a single employee; \$8,588.38 for an employee with one dependent; and \$11,278.53 for an employee with two or more dependents. These figures represent 50% of the Calendar Year 2023 EWA contribution (\$8,603.45, \$17,176.76, and \$22,557.06 respectively).
 - ii. For Calendar Years 2024, 2025, and 2026, EWA's annual contribution shall be 90% of the sum of the average cost of premiums for all medical plans offered by EWA, plus the average cost of premiums for all dental plans offered by EWA, plus the average cost of premiums for all vision plans offered by EWA. Such average shall be calculated for each dependent status category.
- c. Employees who opt out of medical insurance coverage for Calendar Years 2024, 2025, and 2026 will receive up to 90%, not-to-exceed \$7,500, of the single employee contribution to the Cafeteria Plan, which may be used for purchasing other benefits contained within the Plan. Employees selecting this option must provide proof of other medical insurance coverage. For the period July 1, 2023 through December 31, 2023, the opt-out contribution equals \$3,656.47, which represents 50% of the current annual opt-out contribution of \$7,312.93.
- d. There will be no opt-out payments for Group Members who decline dental, and vision insurance coverage.
- e. To the maximum extent allowable under applicable law, personal contributions to the total cost of Plan elections shall be made on a pre-tax basis.
- f. Participating Group Members may request mid-year Plan changes to their benefit elections in accordance with applicable IRS regulations. Upon implementation of an allowable mid-year Plan change, EWA will adjust its contributions for that Group member for the balance of that Plan Year. The total cost of benefits elected, and therefore the Group member's personal

Ref: Admin.23-15494a, Page 3

contributions thereto, may also be adjusted to reflect the mid-year Plan changes elected by the Group member.

- g. Group Members shall notify EWA of any dependent status changes within 30 days. Failure to notify EWA within 30 days may invalidate all or part of a Group member's Plan elections.

2. Medical, Dental, and Vision Insurance

- a. Group Members may elect coverage from the medical, dental, and vision insurance programs offered by EWA within the Plan. This coverage is provided on a Calendar Year basis, January through December.
- b. New Group Members shall be eligible for coverage no later than the first day of the month following their first work day at EWA and in accordance with all enrollment and eligibility requirements of the insurance carrier.
- c. Group Members are responsible for any income tax obligations resulting from the payment of insurance premiums.

3. Life and Disability Insurance

- a. Group Members may elect life and disability insurance coverages from among the options offered within the Plan. Group Members must select one of the options of life and long-term disability coverage offered.
- b. Where a life and disability insurance benefit level is salary-based, the level of coverage shall be based on the Group member's salary in effect as of January 1. New Group Members shall be eligible for coverage no later than the first day of the month following their first work day at EWA and in accordance with the enrollment eligibility requirements of the insurance carrier.
- c. Group Members are responsible for any income tax obligations resulting from the payment of insurance premiums.

4. Medical, Dental, and Vision Reimbursement

- a. Group Members may elect to designate pre-tax dollars for reimbursement of eligible medical, dental, and vision expenses in accordance with the Plan, up to the limits determined by the Internal Revenue Service.
- b. Group Members are responsible for any income tax obligations resulting from participation in the health care reimbursement program.

5. Dependent Care Reimbursement

- a. Group Members may elect to designate pre-tax dollars for reimbursement of eligible dependent care in accordance with the Plan, up to the limits determined by the Internal Revenue Service.
- b. Group Members are responsible for any income tax obligations resulting from participation in the dependent care reimbursement program.

6. Non-exempt Administrative Leave

- a. Employees assigned to a Non-exempt classification may purchase up to 40 hours of Administrative Leave at their regular hourly rate that will be in effect as of January 1 of the upcoming calendar year.
- b. Administrative Leave so purchased must be used during the calendar year purchased and may not be accrued from one calendar year to another.

7. Exempt Administrative Leave

- a. Group Members assigned to Exempt classifications are exempt from overtime provisions of the Fair Labor Standards Act. These employees shall receive 48 hours of paid Administrative Leave annually on July 1 that is distinct and separate from the Plan above. Administrative Leave for these employees is accrued leave.
- b. Any unused hours of Administrative Leave as of June 30 shall be added to the employee's accumulated vacation hours and subject to all provisions regarding vacation leave, including the maximum of 256 accumulated hours.

G. Other Benefits

1. Dependent and Voluntary Life Insurance

Dependent term life insurance coverage of \$5,000 shall be provided each employee dependent over six months of age. Dependent term life insurance coverage of \$1,000 shall be provided each employee dependent 14 days to six months of age. Employees may apply for additional life insurance at their expense.

2. Vacation Leave

- a. Group Members shall earn paid Vacation based on the following table:

Years of Continuous EWA Service	Full-Time	Part-Time
0 through 3 years	80 hours/year	40 hours/year
After 3 years	120 hours/year	60 hours/year
After 6 years	160 hours/year	80 hours/year

Ref: Admin.23-15494a, Page 5

- b. Group Members may accumulate a maximum of 256 hours. Vacation may be accrued in excess of 256 hours only with the prior written approval of the General Manager.
- c. Group Members may convert a portion of accrued vacation subject to the following:
 - i. A maximum of 60 hours may be converted at the employee's current rate of pay;
 - ii. The conversion may occur once per fiscal year during the month of June; and
 - iii. The employee must have used 40 hours of accrued vacation during the preceding 12 month period which is defined as December 1 through November 30.
- d. Group Members shall be paid at their hourly rate for all accumulated Vacation time upon termination of employment.

3. Sick Leave

- a. Group Members shall earn paid Sick Leave based on the following:
 - i. Full-time employees shall earn eight (8) hours of paid sick leave for each full month of employment, up to a maximum accrual of 1,000 hours.
 - ii. Part-time employees, temporary employees, and interns shall earn one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 24 hours of sick leave per year and 48 hours in total.
- b. Pursuant to applicable terms of the EWA Human Resources Policy Manual, Group Members may be paid for a portion of their accumulated Sick Leave on an annual basis and at termination of employment or converted to CalPERS service credit upon retirement.

4. Call Back

Group Members unexpectedly ordered to report back to duty to perform necessary work following completion of the Group Member's work week or work shift and their departure from the site shall be entitled to compensation calculated at one and one-half their regular hourly rate. Group Members called back under these conditions shall receive a minimum of four hours compensation.

5. Standby Duty

EWA shall pay each Group member assigned to Standby Duty at the rate of \$2.00 for each hour of standby duty performed, not-to-exceed \$48 per day.

6. Shift Differential

EWA shall pay each Group Member a "Shift Differential" of \$2.50 per hour in addition to their base rate of pay for hours assigned to one of the night shift schedules (6:00 p.m. – 6:00 a.m., or 6:30 p.m. – 6:30

a.m.). Group Members not scheduled for a night shift whose schedules include hours after 6:00 p.m. will receive the Shift Differential only for the portion of their shift that is after 6:00 p.m.

7. Meal Allowance

EWA shall reimburse Group Members a maximum of \$15.00 per meal for food and non-alcoholic beverages when the employee is unexpectedly ordered to work two or more hours of overtime and following EWA's receipt of sufficient documentation supporting the purchase.

8. Safety Boot Allowance

EWA shall provide an allowance each fiscal year to all Group Members for the purchase of EWA-approved safety shoes/boots. The amount of the allowance shall be determined by job classification and shall be paid to the employee following receipt of sufficient documentation supporting the purchase:

Classification	Amount
Operator I	Up to \$350
Operator II	
Operator-in-Training	
Shift Supervisor	
Mechanical Technician I	
Mechanical Technician II	
Mechanical Technician Supervisor	
Maintenance Manager	
Cogeneration Specialist	
Electrical and Instrumentation Technician	
Electrical and Instrumentation Supervisor	
Chemist I	Up to \$200
Chemist II	
Chemist III	
Source Control Inspector I	
Source Control Inspector II	
Source Control Inspector III	
Inventory Control Technician	
Field Services Superintendent	
All other classifications	Up to \$150

9. Safety Prescription Eyewear Allowance

EWA shall provide up to \$400.00 each fiscal year to all Group Members for the purchase of EWA-approved prescription safety glasses following receipt of sufficient documentation supporting the purchase.

10. Alternate Holiday Banking

When a holiday falls on an employee's normal day off, EWA shall allow the employee to bank the day by recording it as an Alternate Holiday on his/her timesheet. These hours will be added to the employee's accrued Vacation on the next pay period subject to all limitations on accrual of Vacation.

11. Temporary Upgrade Pay (Working Out-of-Classification)

Employees who work out-of-classification for 40 consecutive work hours or more shall receive Temporary Upgrade Pay of five percent of their regular hourly rate for the duration of the out-of-classification assignment.

12. Lead Operator Pay

EWA shall pay Operators certified by the State Water Resources Control Board as Grade III Operators "Lead Operator Pay" of \$2.50 per hour in addition to their base rate of pay for all hours actually worked as Lead Operator in the absence of a Shift Supervisor.

13. Certification Stipend

EWA shall pay Group members a "Certification Stipend" of \$60 per pay period per certificate for holding: a current Class B California Drivers' License; a Crane Operator Certificate issued by the National Commission for Certification of Crane Operators; or a Welding Certificate issued by the American Welding Society (QC7-Supplement G Qualification).

14. Special Merit Increase

Upon recommendation of a Department Head and the approval of the General Manager, a Group member may receive a "Special Merit Increase" up to 5% of base salary. Such Special Merit Increases are to provide recognition for truly exceptional performance beyond the normal expectations of the employee's position. The duration of such pay shall be for no longer than six months per calendar year unless extended by the General Manager. A Special Merit Increase does not change an employee's base salary or placement on the Salary Schedule.

15. Retirement Advance Notice Incentive

To facilitate succession planning and training of new employees, Group Members who provide advance written notice of retirement shall receive a one-time Retirement Advance Notice Incentive payment as set forth below:

- 6 months' notice: \$500
- 12 months' notice: \$1,000

To be eligible for a Retirement Advance Notice Incentive, Group Members must remain employed by EWA through the retirement date stated in their notice and must actually retire from all employment with EWA on the date noticed. These payments shall be made on the final date of employment.

H. Retirement Plan

1. On July 28, 2005, EWA amended its contract with CalPERS to adopt and implement the 2.7% @ 55 retirement benefit level. Employees who first participated in CalPERS prior to prior to January 1, 2013 are eligible for this benefit level and are considered "Classic" employees subject to CalPERS regulations.
2. Employees who first participated in CalPERS on or after January 1, 2013 are subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA). The retirement benefit level for members of this Group is 2% @ 62. Group Members shall pay the full CalPERS "Employee Contribution Rate."
3. Both Classic and PEPRA Group Members shall be eligible to receive the "1959 Survivor's Benefit." Each Group member shall pay his/her costs to participate in this benefit through payroll deduction.
4. To the maximum extent allowable, all Group member contributions to CalPERS shall be made on a pre-tax basis.

I. Deferred Compensation Program

Where the Group member voluntarily participates in EWA's Deferred Compensation Program, EWA shall contribute an equal amount on a matching basis up to four percent of the Group member's annual base salary, provided, however, that EWA's matching contribution shall not exceed four percent of the Social Security annual salary contribution maximum.

J. Competitiveness Assessment Decisions

During the term of this Resolution the General Manager has sole discretion to implement decisions related to its business and the continuous improvement of EWA's competitiveness. This means that job classifications and their respective job descriptions may be revised, added, or deleted; work and shift hours may be revised; new or revised automation; and new or revised procedures may be implemented.

K. Terms and Conditions of Employment

Group Members are subject to all other terms and conditions of employment specified in EWA's Human Resources Policy Manual, applicable provisions of other resolutions of the EWA Board of Directors, and implementing policies and procedures, which may be subject to change at any time and from time to time within EWA's sole discretion.

L. Rescission of Previous Resolution

The previous resolution adopting salary, benefits, and other working conditions for the unrepresented informal group of employees, Resolution 2023-02, is hereby rescinded in its entirety.

M. Human Resources Policy Manual

A Human Resources Policy Manual will be maintained by the General Manager. In the event of a conflict, this resolution shall prevail.

Passed and Adopted by the Board of Directors of the Encina Wastewater Authority this 26th day of July, 2023 by the following vote:

Representative	Agency	Vote
Chair Lyndes	City of Encinitas	Aye
Vice-Chair Hernandez	Vallecitos Water District	Absent
Director Ehlers	City of Encinitas	Absent
Director Pennock	Vallecitos Water District	Aye
Director Sullivan	Leucadia Wastewater District	Aye
Director Roesink	Leucadia Wastewater District	Aye
Director Blackburn	City of Carlsbad	Aye
Director Luna	City of Carlsbad	Aye
Director Franklin	City of Vista	Aye
Director Franklin	Buena Sanitation District	Aye
Director Green	City of Vista	Aye
Director Green	Buena Sanitation District	Aye

Signed:



Joy Lyndes (Jul 28, 2023 07:01 PDT)

Joy Lyndes, Board Chair
Encina Wastewater Authority

Attest:



Jennifer Basco, Board Secretary
Encina Wastewater Authority

Ref: Admin.23-15494a, Page 10

Attachment B

Bring Your Own Device Policy

EWA - Bring Your Own Device Policy (BYOD)

1. Purpose

- 1.1. The purpose of this policy is to detail the requirements for Bring Your Own Device (BYOD) usage for EWA users and the EWA IT Section (EWA IT). When a Device is connected to the Encina Wastewater Authority (EWA)'s network, systems, or data, opportunities exist for introducing malware to EWA. This can result in data breaches, inadvertent removal data, or otherwise interrupting business operations. These requirements are designed to protect EWA systems and data from unauthorized access or misuse.

2. Scope

- 2.1. This policy applies to all EWA employees (full-time or part-time), contractors, consultants, interns, temporary workers, and any person who uses a non-EWA owned Device to connect to EWA's systems, networks, and/or data (hereinafter "Users").
- 2.2. This policy does not apply to Devices that are only connected to EWA's Guest WiFi Network, since those Devices cannot access EWA systems, networks, and/or data.
- 2.3. The following non-EWA owned devices constitute a "Device" under this BYOD policy:

- Tablet devices
- Mobile/handheld devices
- Wearable devices (e.g., an Apple Watch)
- Network-connected Printers, scanners, copiers and fax machines
- Storage devices-removable (e.g., USB storage drives/thumb drives)
- Multimedia equipment including projectors, displays, cameras, smart speakers, and microphones
- Compact disks (CDs), disks and disk drives
- Any other physical electronic device

3. Exceptions

- 3.1. There are no exceptions to this policy, unless provided in writing by the General Manager.

4. EWA Responsibilities

EWA IT is responsible for implementing the BYOD policy as follows:

- 4.1. EWA IT will inspect and authorize a Device before a User is permitted to access EWA's systems, networks, and/or data.
- 4.2. EWA IT will ensure the Device does not have third-party software or applications that pose a threat to EWA, or that could introduce application incompatibilities, by inspecting the Device before it is permitted to connect to any EWA system, network, and/or data.
- 4.3. The Systems Manager reserves the right to make judgment calls regarding which applications (current or future) are appropriate for User Devices.

EWA - Bring Your Own Device Policy (BYOD)

- 4.4. For mobile Devices, such as a smartphones, tablet, or wearables, EWA IT may require or use a Mobile Device Management solution to enforce anti-malware updates and monitor for other threats to EWA.
- 4.5. If a threat is identified from a specific Device, EWA IT may remotely erase (wipe) the Device in the event of loss, theft, or lockdown of any component that may lead to a security hazard.
- 4.6. Ensure Users are aware of the minimum Device operating system and application version requirements. If a Device is properly configured to access resources remotely and in a secure fashion, it will occur through an EWA VPN connection. EWA IT may require additional authentication steps and encryption if the potential exists for the Device to save, cache, or even temporarily store EWA data.
- 4.7. When a Device will no longer be used to access EWA's systems, networks, and/or data, EWA IT will decommission the Device and remove any encryption, VPN, and anti-malware software required by EWA IT. EWA IT will also confirm that the Device does not contain any traces of protected, sensitive, confidential, or proprietary information and delete any protected, sensitive, confidential, and/or proprietary data, licensing, and information. This will be done by removing the device's access to the EWA network. The Device will then be removed from any applicable Mobile Device Management solution in which it has been enrolled.
- 4.8. EWA IT reserves the right (and should proceed) to remotely wipe a Device if it has been lost, or the User has been terminated and has not brought their Device to the EWA IT Section for decommissioning.
- 4.9. EWA IT will provide the User with advance notice and a reasonable opportunity to respond before remotely wiping a Device to the extent practicable.

Other EWA departments are responsible for implementing the BYOD policy as follows:

- 4.10. EWA Human Resources will ensure that any and every employee User is provided with a copy of this policy and signs the acknowledgement, which EWA shall retain in its files.
- 4.11. Each EWA Director responsible for contracting on behalf of EWA shall ensure that any vendor or contractor User is provided with a copy of this policy and signs the acknowledgement, which EWA shall retain in its files.

5. User Responsibilities

User responsibilities are:

- 5.1. You must provide EWA IT with reasonable access to your Device in order to implement this policy, including for purposes of obtaining authorization and for decommissioning, as well as for investigation of any potential breaches of security or intrusions. This includes providing EWA IT with any passwords, authentication devices or other information needed to fully examine the contents of your Device.

EWA - Bring Your Own Device Policy (BYOD)

5.2. As a condition of using a Device under this policy, you agree to:

- 5.2.1. Hold harmless and release EWA and its employees from and against any claims arising from your use of a Device, including any loss, damage, or destruction of your personal data; and
- 5.2.2. Assume the risk of any loss, damage or destruction of data stored on the Device, including without limitation the loss of personal data due to the removal of EWA access or due to a Device being remotely wiped; and
- 5.2.3. Waive any right to privacy or confidentiality in data stored on the Device.

5.3. You must not attempt to change or disable any security settings applied to your Device by EWA IT.

5.4. You must adhere to approved and unapproved application guidelines provided by EWA IT.

5.5. You should not use personal or recreational applications, while connected to the EWA network or accessing EWA data.

NOTE: If you are not allowed to access a third-party application from your Device, when connected to the EWA network, it is likely EWA IT has disabled access due to the possibility of a threat to the organization.

5.6. You must not access unauthorized EWA systems or data, using your Device(s).

5.7. You must adhere to the "Acceptable Usage" or other applicable EWA policies as they may be implemented and amended from time to time.

5.8. If you believe your Device is infected with malware or might be compromised, immediately notify EWA IT of the potential security risk. Follow the instructions from EWA IT on how to do this during and outside of business hours.

5.9. Ensure you physically secure Devices by keeping them safely locked away in vehicles, hotel rooms, or other public venues, when the Device is not in use.

5.10. While there is periodic photographing of the EWA facility for certain purposes, photographing EWA software (screen shots), or equipment in the EWA facility, is prohibited. If an event or circumstance involves photographing the facility, you must obtain prior express written consent from EWA HR and the Systems Manager.

5.11. Users must exercise reasonable care to prevent any Device software/hardware failure, malware infection, deliberate tampering, Device misuse, or other actions that render the Device unusable or inaccessible.

5.12. If you lose or misplace a Device, you must immediately notify EWA IT so they can assess any potential security risk.

5.13. If you plan to decommission or otherwise cease using a Device, you must notify EWA IT that the Device will no longer be used to connect to EWA systems, networks, or data.

5.14. Users may not discard previously authorized Devices until EWA IT officially decommissions the Device for BYOD usage.

5.15. The User should consult the manufacturer/vendor/carrier for support of their Device before requesting assistance from EWA IT, should they run into issues with their device that are specific to the device itself or for non-EWA-related issues.

EWA - Bring Your Own Device Policy (BYOD)

6. Policy Details

Before any personal Device is connected to EWA systems, network or data, it must be approved and the BYOD Acknowledgement, Checklist, and Approval Forms (at the end of this policy) must be completed. No individual, staff member, or User other than EWA IT may authorize a personally owned Device for conducting EWA business. Any questions about this BYOD policy should be directed to EWA IT.

7. Monitoring

EWA IT will monitor adherence to this policy. Any change to the BYOD policy must be approved by EWA IT.

8. Violations

Any violation of the BYOD Policy must be immediately reported to any involved managers and EWA IT. Any violation of this BYOD Policy may result in denial of access or privileges hereunder. Any employee found to be violating, to have violated, or caused another to violate anything within this policy shall be subject to disciplinary action up to and including termination of employment. A violation of this Policy by any other person or entity may constitute cause for EWA to terminate any relationship with that person or entity, to find that person or entity non-responsible, and/or for EWA to recover injunctive relief, damages, and any other appropriate relief.

EWA - Bring Your Own Device Policy (BYOD)**ACKNOWLEDGMENT OF BRING YOUR OWN DEVICE POLICY**

By signing below, I _____ [insert name], on behalf of [circle all that apply] myself / _____ [insert name of consultant/contractor], hereby voluntarily acknowledge as follows:

- I. I have received, read, understand and agree to be bound by Encina Wastewater Authority's (EWA) Bring Your Own Device Policy, , including without limitation the following:
 - a. To hold harmless and release EWA and its employees from and against any claims arising from my (or my company's) use of a Device, including any loss, damage or destruction of your personal or business data; and
 - b. To assume the risk of any loss, damage or destruction of data stored on the Device, including without limitation the loss of personal or business data due to the removal of EWA access or due to a Device being remotely wiped; and
 - c. To waive any right to privacy or confidentiality in data store on the Device.
- II. To the extent I am signing of behalf of a consultant or contractor, I hereby certify that I have authority to sign on their behalf and that all employees, agents, directors and subcontractors shall comply with and be bound by EWA's Bring Your Own Device Policy.
- III. I understand that violations of the Bring Your Own Device Policy could result in disciplinary and/or legal action.

Name:

Title:

Company/Dept:

Signature:

Date:

EWA - Bring Your Own Device Policy (BYOD)**BYOD CHECKLIST AND APPROVAL FORM**

This checklist is to collect information about the personally owned Device User and request. It should be signed by the User's Director (as applicable) and the Systems Manager before proceeding to connect the Device.

User's full name:

User's title:

User's work telephone:

User's mobile telephone:

User's home telephone:

User's email address:

User's department:

Date of request:

Device User wants to connect to organization resources, systems, or networks:

Organization's resources, systems, or networks to which User wishes to connect:

Purpose for the request:

Manager's approval:

Systems Manager approval:

DECOMMISSION STEPS

Date User requested decommissioning:

Date IT department decommissioned Device:

Method used to decommission Device (disassociate/remove from EWA systems, wipe operating system, physical destruction, etc.):

Attachment C

Acceptable Use Policy

EWA – Acceptable Use Policy

Purpose

- 1.1. The Encina Wastewater Authority (“EWA”) is committed to protecting the security of critical infrastructure. The purpose of this Acceptable Use Policy (“Policy”) is to establish policies for the protection of data, equipment, information, infrastructure and assets of EWA, including by setting parameters for the acceptable use of EWA Information Systems, and by identifying and prohibiting inappropriate use, intentional or otherwise, that may expose EWA to risk.

2. Scope

- 2.1. This policy applies to employees, contractors, consultants, temporary employees, and any other workers providing services for, to, or on-behalf EWA regardless of affiliation.
- 2.2. Unless otherwise noted in individual statements within this policy, this policy applies to all use of EWA Information Systems to conduct business on behalf of EWA, connect or interact with EWA Network Resources or EWA Information Systems, whether owned, leased, or provided by any other means to EWA, an employee, or a third party and regardless of location (Cloud, etc.).
- 2.3. This Policy will replace and supersede any EWA policy or procedure in conflict herewith. In no case does anything in this document supersede any applicable laws.

3. Responsible Employee

The Systems Manager is hereby designated as the employee responsible for the administration and interpretation of this Policy (“Responsible Employee”). The Responsible Employee shall have authority to develop other policies and procedures to the extent necessary and appropriate to affect the purposes of this Policy, and to modify any existing policies and procedures to the extent their subject matter overlaps or conflicts with this Policy. Any such new or modified policy or procedure must be approved by the General Manager. The Responsible Employee shall determine an implementation schedule for this Policy, including for dissemination of and notification of changes to this Policy, and other related and supporting policies and procedures, to all persons to which they apply. The Responsible Employee will also develop methods for documentation of receipt of such policies. The Responsible Employee may delegate responsibilities under this Policy, as appropriate.

4. Policy: General Use and Ownership

- 4.1. EWA will maintain a confidential list of authorized devices to be used for BYOD purposes. The list will specify the make and model, which will be allowed for business usage. The list will be reviewed and updated annually.
- 4.2. Employees should only use the public portions of EWA Network Resources when using personal devices, such as the EWA Public WIFI.
- 4.3. Proprietary Business Data as well as any information generated on behalf of, or in the course of employment or contract by an employee or third-party is and shall remain the exclusive property of EWA unless contractually agreed to by EWA or mandated in legal proceedings. You must assure through all provided technical means as well as

EWA – Acceptable Use Policy

your actions, within the law and without endangering your safety, that Business Data, including proprietary information is protected.

- 4.4. The use of any EWA Information Systems must only be for the purposes of conducting business for or on-behalf of EWA.
 - 4.5. Individuals authorized by EWA may use physical or electronic means to monitor, record, or audit any activity as necessary to enforce this Policy, including EWA Information Systems. Further explanation of this monitoring may be found in the Information Security Audit Policy.
5. **Policy: Theft and Loss**
- 5.1. You must report any theft, loss, unauthorized use or disclosure of EWA Information Systems as promptly as possible to the Responsible Employee.
6. **Policy: Network Resource Access**
- 6.1. Only devices specifically authorized by EWA may be connected to EWA Network Resources.
 - 6.2. Any password generated or used for the purposes of EWA business or on any device connected to EWA Network Resources must comply with the EWA Password Policy.
 - 6.3. Any device connected to EWA Network Resources or provided by EWA regardless of network connectivity, must have an automatic lock which clears the screen and locks access after a maximum of 10 minutes of inactivity. These locks must require the user to authenticate minimally with a password compliant to the EWA Password Policy to regain access.
 - 6.4. You must first lock or log off, such that reauthentication is required, from any device connected to EWA Network Resources that you move away from or are not in direct control of, in order to limit unauthorized use.
7. **Policy: Security of EWA Data**
- 7.1. You must report any theft, loss, unauthorized use or disclosure of Business Data or Computer Equipment or Business Accounts as promptly as possible to the Responsible Employee.
 - 7.2. Access, use, sharing, or exposure of Business Data is only to be done in accordance with authorization from your supervisor, or the EWA assigned data owner, and only to the extent necessary to perform your job functions or contractual scope of work.

8. **Policy: Unacceptable Use**

The following activities are prohibited with respect to any EWA Business Accounts, Computer Equipment and Network Resources, and with respect to any work performed on behalf of EWA, unless expressly authorized as a function of your job responsibilities or contractual scope of work. This list is not intended to be a complete list of proscribed activity and may be modified by the Responsible Employee consistent with best practices and in the best interests of EWA. The Responsible Employee should be consulted with any questions as to authorization or whether a use is unacceptable.

EWA – Acceptable Use Policy

- 8.1. Sharing of any password generated or used for the purposes of EWA business operations or on any device connected to the EWA Network or systems.
- 8.2. Any activity which is illegal under any applicable law.
- 8.3. Any activity which may endanger you or others.
- 8.4. The use of any EWA Information Systems for personal use is prohibited. This includes but is not limited to interacting in any way with personal email and Social Media.
- 8.5. The use or installation of unauthorized or unlicensed software.
- 8.6. The unauthorized use of copyrighted, patented, or trademarked material.
- 8.7. The unauthorized use of the trade secrets of EWA.
- 8.8. Using EWA Information Systems to procure, view, download, transmit or disseminate materials or communications of a sexual, pornographic, violent, harassing or discriminatory nature.
- 8.9. If you plan to decommission or otherwise cease using a personally owned device used to connect to EWA Network Resources you must notify the Responsible Employee.
- 8.10. Accessing any Computer Equipment, Software, Business Accounts, and Business Data, and EWA Network Resources to which you do not have authorized access.
- 8.11. Introducing, or knowingly allowing or causing to be introduced, malicious software onto any Computer Equipment or Network Resource.
- 8.12. Revealing or sharing your access credentials, including but not limited to passwords, certificates, and tokens, with any other individual or entity.
- 8.13. Knowingly supporting or causing a security breach, improper data access, or network disruption.
- 8.14. Unauthorized use of any method to scan the EWA Information Systems.
- 8.15. Capturing or recording EWA Information Systems.
- 8.16. Use of any method to circumvent or avoid any authentication mechanisms.
- 8.17. Using any method to interfere with the sessions or activities of other users or entities on EWA resources.
- 8.18. Sending unsolicited commercial email advertising messages.
- 8.19. Any alteration or forging of email message headers of network traffic packets.
- 8.20. The sending, creation, or forwarding of chain emails not related to EWA's business.
- 8.21. Using Social Media, regardless of system origination, in any manner inconsistent with EWA's policies and procedures, in which you purport to be a representative of EWA without express authorization, or which utilizes your EWA provided email or ID.
- 8.22. Posting to any social media or other public forums from EWA Network Resources or Business Accounts, including an EWA email address, unless authorized as part of your job function or contractual scope of work.
- 8.23. Any action that circumvents or disables EWA instituted or authorized monitoring or security protocols.

1. Compliance

1.1. Compliance Enforcement

EWA will verify compliance to this policy through any legal methods suitable for this task including automated reporting, questionnaires, management reporting, external or internal auditing, managerial feedback, and incident response mechanisms. EWA may enforce

EWA – Acceptable Use Policy

compliance by any means necessary, including through contractual remedies and/or legal action, including without limitation, an action for injunctive relief.

1.2. Exceptions

Any exception to this policy must be approved by the Responsible Employee in writing and entered into an exception log maintained by Information Technology Department. Until written authorization is provided, no exceptions shall be deemed approved, and all applicable actions should conform to this policy.

1.3. Non-Compliance

Any employee found to be violating, to have violated, or caused another to violate anything within this policy shall be subject to disciplinary actions up to and including termination of employment. A violation of this Policy by any other person or entity may constitute cause for EWA to terminate any relationship with that person or entity, to find that person or entity non-responsible, and/or for EWA to recover injunctive relief, damages, and any other appropriate relief.

2. Related Documents

EWA Human Resources Policy Manual

3. Terms and Definitions

You / Your: Any person or entity subject to the provisions of this policy.

Computer Equipment: Any computing system or peripheral connected to an EWA non-guest network as well as any computing system owned or supplied by EWA whether connected or not connected to an EWA network, including EWA issued mobile phones.

Software: A general term to refer to any computer code, application, app, utility, or other computerized set of code based instructions for a computer, mobile device, or other equipment.

Social Media: A term to include all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with EWA, as well as any other form of electronic communication.¹

Business Accounts: Any account provided by EWA, acquired by the individual, or provided by a partner organization or service provider for the purpose of conducting business or supporting business on behalf of EWA.

¹ Source:¹ EWA Employee Handbook

EWA – Acceptable Use Policy

EWA Network Resources: Any physical or wireless resources, regardless of technology which provides, manages, monitors, or facilitates the interconnection or communications of devices within, into or out of EWA non-guest networks.

EWA Information Systems: Any EWA computer equipment, software, Business Accounts, Business Data and EWA Network Resources

Business Data: Any electronic information stored on permanent or readable/writeable media, in the cloud, or stored in memory of any Computer Equipment or transiting internal or external networks which was generated by or for EWA regardless of information classification.

EWA – Acceptable Use Policy**ACKNOWLEDGMENT OF ACCEPTABLE USE POLICY**

By signing below, I _____ [insert name], on behalf of
[circle all that apply] myself / _____ [insert name of
consultant/contractor], hereby voluntarily acknowledge as follows:

- I. I have received, read, understand, and agree to be bound by Encina Wastewater Authority's (EWA) Acceptable Use Policy.
- II. To the extent I am signing on behalf of a consultant or contractor, I hereby certify that I have authority to sign on their behalf and that all employees, agents, directors, and subcontractors shall comply with and be bound by EWA's Acceptable Policy.
- III. I understand that violations of the Acceptable Use Policy could result in disciplinary and/or legal action.

Name:

Title:

Company/Dept:

Signature:

Date:

Attachment D

EWPCF Parking Map with Ingress/Egress Routes



Attachment E

Awards Program

INCENTIVE AWARDS (PRESENTED QUARTERLY)

Employee of the Quarter

- Purpose:** To recognize employees for exceptional efforts and contributions to the Encina Wastewater Authority. Primarily, this award honors employees who display the following:
- dedication in achieving the mission and/or strategic goals of EWA;
 - attitude that motivates others with whom they interact;
 - performance of assigned tasks in an exemplary fashion; and
 - outstanding conduct.
- Eligibility and Award:** Eligible non-management employees may receive this award. Each recipient will receive a check for \$1000 and a recognition certificate. An employee may receive this award once every two years. A recipient of this award is automatically nominated for the Employee of the Year Award during the same fiscal year.
- Selection:** The Incentive and Development Award Selection Committee will evaluate nominations for the award on a quarterly basis. The Selection Committee will meet during the respective quarter to review and select award recipients.
- Nominations:** Nominations may be submitted by any regular, full-time employee and should be forwarded to the Human Resources Manager on an Employee Recognition Nomination Form with appropriate supporting documentation. The Human Resources Manager shall plan committee meetings and provide the nomination packages to the Assistant General Manager.

Safety Employee of the Quarter

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

Selection:	On a quarterly basis, each Safety Leadership Team (SLT) member may nominate up to 10 employees whose actions demonstrate the listed criteria. Nominees are voted on and up to five are selected to win a \$100 gift card.
Nominations:	Nominations may be submitted to the Safety and Training Manager by an SLT member. The Safety and Training Manager shall plan committee meetings to review nominations.

INCENTIVE AWARDS (PRESENTED ANNUALLY)

Employee of the Year

Purpose:	To confer distinction upon the Encina employee whose efforts and actions most clearly exemplify Encina's goals and values and whose contributions have been acknowledged as "distinguished" and above all others.
Eligibility and Award:	Eligible, non-management employees may receive this award. The recipient will receive a check for \$1500 and a recognition plaque. An employee may receive this award once every three years. This award will be presented during December of each year at Encina's annual employee recognition event.
Selection:	The Incentive and Development Award Selection Committee will evaluate nominations for the award annually. The Selection Committee will meet during the month of November to review and select the award recipient. The General Manager may designate additional selection committee members to participate in the review and selection of the award recipient. The award recipient will be announced at the December employee recognition event.
Nominations:	Nominations may be submitted by any regular, full-time employee and should be forwarded to the Human Resources Manager on an Employee Recognition Nomination Form with appropriate supporting documentation. The Human Resources Manager shall plan committee meetings and provide the nomination packages to the Assistant General Manager. All Employees of the Quarter during the year will be automatically submitted for Employee of the Year.

Safety Employee of the Year

Purpose:	To recognize employees for exceptional efforts and contributions to safety. Primarily this award will honor employees who display the following: • constructive participation in safety training (leading or assisting in the development of training programs) • motivating safe performance in others • participation in special safety projects or safety suggestion completion • extraordinary safety attitude
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	• on-time completion of safety training • acceptable record of injuries/accidents
Eligibility and Award:	Full-time, non-management employees who have completed probation are eligible to receive this award. The award recipient will receive a \$1000 check.
Selection:	Annually, The Safety Leadership Team (SLT) will consider all quarterly safety award winners only and select award recipient. The award winner will be announced at the December employee recognition event.
Nominations:	Only quarterly safety award recipients will be considered for the Annual Safety Award. The Safety and Training Manager shall plan committee meetings and provide the nomination packages to the SLT.

Most Motivated

Purpose:	Presented to the employee whose loyalty, dedication, and willingness to support the goals of Encina and the actions of others have been instrumental in the advancement of the department and organizational goals. The actions of this employee have clearly been motivational to others and set an example that exemplifies dedication and a desire to excel.
Eligibility and Award:	Eligible, non-management employees may receive this award. The eligible recipient will receive a check for \$1000 and a recognition plaque. An employee may receive this award once every three years. The Most Motivated Award will be presented at Encina's annual employee recognition event.
Selection:	The Incentive and Development Award Selection Committee will evaluate nominations for the award annually. The Selection Committee will meet during the month of November to review and select the award recipient. The General Manager may designate additional selection committee members to participate in the review and selection of the award recipient. The award recipient will be announced at the December recognition event.
Nominations:	Nominations may be submitted by any regular, full-time employee and should be forwarded to the Human Resources Manager on an Employee Recognition Nomination Form with appropriate supporting documentation. The Human Resources Manager shall plan committee meetings and provide the nomination packages to the Assistant General Manager.

Above and Beyond

Purpose:	Presented to the employee whose exceptional initiative and creativity were instrumental in achieving department and agency goals. This employee's performance was consistently outstanding and "above and beyond" that of others. The actions of this employee were clearly noteworthy and brought great credit to Encina.
Eligibility and Award:	Eligible non-management employees may receive this award. The eligible recipient will receive a check for \$1000 and a recognition plaque. An employee may receive this award once every three years. The Above and Beyond Award will be presented at Encina's annual employee recognition event.
Selection:	The Incentive and Development Award Selection Committee will evaluate nominations for the award annually. The Selection Committee will meet during the month of November to review and select the award recipient. The General Manager may designate additional selection committee members to participate in the review and selection of the award recipient. The award recipient will be announced at the
Nominations:	Nominations may be submitted by any regular, full-time employee and should be forwarded to the Human Resources Manager on an Employee Recognition Nomination Form with appropriate supporting documentation. The Human Resources Manager shall plan committee meetings and provide the nomination packages to the Assistant General Manager.

PROFESSIONAL DEVELOPMENT AWARDS (PRESENTED QUARTERLY)

- Purpose:** To recognize and acknowledge the outstanding initiative and dedication of employees who have clearly demonstrated a desire to excel by successfully attaining an approved job-related license or certification. Licenses and certifications must be accomplished during non-working hours and registration or enrollment fee is not paid for by the employer.
- Eligibility and Award:** Full-time, regular, and non-probationary employees may receive this award. Eligible recipients may receive monetary awards ranging from \$250 to \$1000 as shown below. Selection committee members are eligible for this award but may not participate in committee discussions pertaining to their nomination.
- Selection:** The Incentive and Development Award Selection Committee will evaluate nominations for the award. Selection committee members are eligible for this award but may not participate in discussions pertaining to their nomination. The General Manager shall designate a replacement for any committee member deemed ineligible by this eligibility requirement. The Selection Committee will meet as required to review nominations.
- Nominations:** Nominations may be submitted by any regular, full-time employee and should be forwarded to the Human Resources Manager on an Employee Recognition Nomination Form with appropriate supporting documentation. Nominations may be submitted at any time. Due to the nature of this award, individuals meeting award requirements may nominate themselves when appropriate licenses or certificates have been received.

CERTIFICATION/LICENSE	Award Amount
Professional Engineering License (P.E.)	\$1,000
Certified Public Accountant (CPA)	\$1,000
Certified Public Finance Officer (CPFO)	\$750
Certified Government Financial Manager (CGFM)	\$750
Microsoft Certified: Power BI Data Analyst Associate	\$750
Certified Payroll Professional (CPP)	\$500
Fundamental Payroll Certification (FPC)	\$250
Society for Human Resources Management (SHRM-CP or SHRM-SCP)	\$750
Notary Public	\$500
CWEA Laboratory Analyst I	\$250
CWEA Laboratory Analyst II	\$500
CWEA Laboratory Analyst III	\$750
CWEA Laboratory Analyst IV	\$1000

CWEA Environmental Compliance Inspector I	\$250
CWEA Environmental Compliance Inspector II	\$500
CWEA Environmental Compliance Inspector III	\$750
CWEA Environmental Compliance Inspector IV	\$1000
Certified Occupational Safety Specialist (COSS)	\$250
Associate Safety Professional (ASP)	\$500
Certified Safety Professional (CSP)	\$1000
SWRCB Operator I	\$250
SWRCB Operator II	\$350
SWRCB Operator III	\$500
SWRCB Operator IV	\$750
SWRCB Operator V	\$1000
CWEA Mechanical Technologist I	\$250
CWEA Mechanical Technologist II	\$500
CWEA Mechanical Technologist III	\$750
CWEA Mechanical Technologist IV	\$1000
CWEA Electrical & Instrumentation Technologist I	\$250
CWEA Electrical & Instrumentation Technologist II	\$500
CWEA Electrical & Instrumentation Technologist III	\$750
CWEA Electrical & Instrumentation Technologist IV	\$1000
CA Dept. of Industrial Relations Certified Electrician	\$1000
NCCCO Crane Operator Certification*	\$750
American Welding Society Welding Certification*	\$750
Class A/B Driver License*	\$750
ISA Certified Control Systems Technician I	\$250
ISA Certified Control Systems Technician II	\$500
ISA Certified Control Systems Technician III	\$750
ISA/IEC 62443 Cybersecurity Fundamentals Specialist	\$500
ISA/IEC 62443 Cybersecurity Risk Assessment Specialist	\$750
ISA/IEC 62443 Cybersecurity Maintenance Specialist	\$750
CISCO Certified Network Associate	\$750
ISC2 Certified Information Systems Security Professional	\$1,000
ISACA Certified Information Security Manager	\$1,000
Other Certifications as authorized by the General Manager	TBD

- Also receives Certification Stipend pursuant to Board Resolution

SUGGESTION AWARDS (REVIEWED QUARTERLY)

- Purpose:** To recognize employees who propose procedures, or provide ideas, that are adopted by Encina and that result in reducing expenditures or improving operations.
- Eligibility and Award:** Eligible employees may receive this award. Awards granted under this policy shall be 10% of the first year's gross savings, but in no event shall such award exceed \$4000.
- Detailed information concerning suggestion award criteria is provided below.
- Selection:** The Suggestion Award Selection Committee will review suggestions as required. Guidelines this committee will use to review suggestions is provided below.
- Nominations:** Any regular, full-time employee may submit suggestions. They should be submitted to Human Resources.

SELECTION COMMITTEE GUIDELINES**Incentive and Development Awards Selection Committee Guidelines**

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

Suggestion Award Committee Guidelines

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

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

III. Modification of Ideas

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

IV. Duplicate Suggestions

Each suggestion shall be reviewed to determine if it is a duplicate of, or similar to, a suggestion that has previously been submitted or adopted. If the Committee receives duplicate suggestions, the one bearing the earliest date of receipt shall be eligible for consideration and all others shall be ineligible.

V. Group Suggestions

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

VI. Inventive Suggestions

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

VII. Intangible Suggestion Awards

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

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

- a. Degree or Nature of Benefit and Points
 - i. Minor improvement in methods, forms, facilities, equipment, etc. (5)
 - ii. Moderate improvement in methods, forms, facilities, equipment, etc. (10)
 - iii. Marked improvement in methods, forms, facilities, equipment, etc. (15)
 - iv. Improved employee relations, working conditions, service to the public or public attitude. (20)
- b. Extent of Application and Points
 - i. Single operation or facility (5)
 - ii. Several operations or facilities or a limited number of employees (10)
 - iii. A majority of the facilities or a majority of employees of at least one center (15)
 - iv. All facilities or employees (25)
- c. Ingenuity of the Idea and Points
 - i. Limited (5)
 - ii. Average (10)
 - iii. Very resourceful and clever (25)
- d. Cost of Adoption and Points
 - i. Large (0)
 - ii. Moderate (5)
 - iii. Small or none (10)
- e. Effort Involved in Developing Suggestion and Points
 - i. No research involved (0)
 - ii. Average substantiation (5)
 - iii. Considerable personal research (10)
- f. Completeness of Proposal and Points
 - i. Not completely or clearly presented, requires considerable clarification (5)
 - ii. Basic facts sound, needed some refining (10)
 - iii. Facts clearly presented, little further effort to put idea into effect (15)
- g. The total points derived through application of the above criteria shall be used in conjunction with the following in determining the award to be given the employee:

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

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

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

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