



**WESTSIDE WATER AUTHORITY  
BERRENDA MESA WATER DISTRICT  
LOCATION: BELRIDGE WATER STORAGE DISTRICT  
21908 SEVENTH STANDARD RD.  
MCKITTRICK, CA**

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**SPECIAL MEETING OF THE BOARD OF DIRECTORS  
MAY 2, 2023; 11:30 AM**

**1. CALL TO ORDER – PRESIDENT OF THE BOARD**

**2. CHANGES TO AGENDA**

The Boards will be asked to review and may change the order of Agenda items to accommodate scheduling or other needs of the Board, the public, or meeting participants. Members of the public are encouraged to arrive at the beginning of the meeting to ensure they are present for Board discussion or action regarding items of interest. The Board may also add Agenda items but only as provided under Government Code section 54954.2.

**3. WWA CONSENT AGENDA**

The following items are considered to be routine and non-controversial by staff and will be approved by one motion if no member of the board or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the board concerning the item before action is taken.

- a. WWA Consent Agenda
  - i. Approve Minutes for January 11, 2023, Joint Board Meeting, January 11, 2023, Special Board Meeting Minutes, February 22, 2023, Joint Board Meeting Minutes, March 1, 2023, Joint Board meeting Minutes, and March 15, 2023, Joint Board Meeting Minutes
  - ii. Ratify Tel-Tec Agreement
  - iii. Approve Revised Employee Handbook Updates
  - iv. Adopt Resolution 12 - Support ACWA Region 7 Nomination

**4. WWA FINANCIAL REPORT**

The Board will hear reports and be asked to approve or consider action on the following items:

- a. 2022 Balance Sheet
- b. 2022 Income Statement
- c. 2023 Balance Sheet
- d. 2023 Income Statement
- e. 2023 Warrant List

## 6. CLOSED SESSION

- a. Conference with Legal Counsel (Gov. Code, § 54956.9.)
  - i. Gov. Code § 54956.9 (d)(2): One Matter
  - ii. Gov. Code § 54956.9 (d)(4): One Matter

## 7. PUBLIC PARTICIPATION – NON AGENDIZED ITEMS

*Members of the public are permitted to address the Board on items of interest that are within the jurisdiction of the Board, whether or not such items are on the agenda. If any such item is on the agenda, a member of the public may address such items before or during the Board's consideration of that item. To not unduly delay the meeting, individuals requesting the opportunity to address the Board are requested to keep their comments to a maximum of five minutes.*

## 8. ADJOURNMENT

Notes:

- 1) **During the term of the Governor's proclaimed State of Emergency, and recommended measures by state or local officials to promote social distancing, District Board meetings may be accessed by Board members, staff, and the public via teleconference listed above.**
- 2) Staff Reports and other disclosable public records related to open session agenda items are available at the District office located at 21908 Seventh Standard Road during business hours, Monday through Friday, 8AM to 5PM.
- 3) Any person with a qualifying disability under the American with Disabilities Act of 1990 may request that the District (1) make agendas available in appropriate alternative formats, and (2) provide a disability-related modification or accommodation, including auxiliary aids or services, to participate in any public meeting of the Board of Directors. A request for modification or accommodation shall be made in person, or by telephone, facsimile or written correspondence to the General Manager at the District's office at least seven days before the public meeting for which the modification or accommodation is requested. The District will attempt to accommodate persons who make requests less than seven days before the public meeting.
- 4) Meeting notification requests: If you would like to be notified of future Westside Water Authority and Berrenda Mesa Water District meetings and events, please contact Kim Constant at 661-304-3422 or email at [kconstant@westsidewa.org](mailto:kconstant@westsidewa.org).

POSTED 04/28/2023 BY KC



**Tel-Tec Security Systems, Inc. has been in business for over 40 years and is made up of individuals with proven security experience to provide the best value solution. Our local certified UL monitoring station is ready to respond to you personally 7 days a week 24 hours a day. We are an authorized security dealer of leading products to guarantee your satisfaction. Our organization has exemplary past performance ratings in government and private sectors, including banks, universities and airports, all trusting their security to us.**

**Why Tel-Tec Security Systems, Inc. is the alarm company of choice for your security needs:**

- 1. When you call Tel-Tec Security, you will get a friendly voice to listen and respond to your needs.**
- 2. Family-owned local business with 40 years in the security industry and over 150 years of collective knowledge in security products and services.**
- 3. Technical superiority with a goal to custom design your system that is easy to use, that will save you money, and provide you peace of mind.**
- 4. Financing and payment plans are available.**
- 5. We have some of the brightest and the best professional technicians, who are uniformed, drug tested and passionate about the security industry.**
- 6. We invite you to visit our local UL monitoring facility for your own personal tour and our website at [www.tel-tec.com](http://www.tel-tec.com).**
- 7. Call the BBB and ask for Tel-Tec Security's customer care track record.**
- 8. Over 40 years of reinvesting into our community's children, families in need, education and youth. Please visit [www.leadersinlife.org](http://www.leadersinlife.org)**

**Scope of Work:**

**Tel-Tec to remove the existing Gemini Control Panel and Keypad upgrade to the DMP XT30 Control Panel and tie in existing devices and add-ons and test to our UL Central Station per site map.**



**Westside Water Authority  
5555 Californina Ave Suite 209  
Bakersfield, CA 93309**

**Attn: Justin Rowe  
(661) 484-6620  
jrowe@westsidewa.org**

**January 03, 2023**

**Proposal**

**For**

**Security System Upgrade**

**at**

**Westside Water Authority  
5555 Californina Ave Suite 209  
Bakersfield, CA 93309**

**CONFIDENTIAL**



**Proposal**

<b>Quantity</b>	<b>Description</b>	<b>Extended</b>
1	XT30 Panel - No Dialer (XT30S-G)	\$ 84.53
1	DMP LTE Cell Mod for XT & XR (263LTE-V)	\$ 222.60
1	DMP Thinline LCD KP (White) (7060-W)	\$ 123.02
1	DMP - 4 Point Expander (714)	\$ 56.00
3	Bosch 40x40 PIR/Micro (DS-BDL2)	\$ 194.19
5	Honeywell Glass Break Detect (CK-FG1625)	\$ 312.30
1	Battery 12V 4.5 AH (WP 4.5-12)	\$ 30.00
1	Transformer 16.5 VAC 50 VA (MB-MGT1650)	\$ 36.73
1	DMP Enclosure Cam Lock (301)	\$ 2.98
	<b>Materials</b>	\$ 1,062.35
	<b>Miscellaneous &amp; Wire</b>	\$ 125.17
	<b>Sales Tax (8.25%)</b>	\$ 97.97
	<b>Labor and Programming</b>	\$ 1,392.00
	<b>Total</b>	\$ 2,677.49
	<b>Monthly Monitoring</b>	\$ 30.00
	<b>Remote App - Addon</b>	\$ 10.00
	<b>Supervision - Addon</b>	\$ 5.00
	<b>Total Monthly</b>	\$ 45.00

**Go Paperless for All Invoice and Statements:**

Please provide your email address below if you would like to receive invoices and statements electronically.

Email: accounting@westside.wa.org

*The above email address is intended for billing purposes only. All existing information on file will remain unchanged.*

**Payment Terms:**

1. Once job is scheduled 100% material cost will be billed to the customer.
2. Unless otherwise negotiated and stated below, all labor cost will be progressively billed as follows, 50% at prewire and 50% upon completion.

**Notes:**

1. Warranty on the system shall be for one (1) year.
2. This proposal is valid for ninety (90) days.
3. The foregoing bid / proposal excludes prevailing wage any and all extraordinary costs or expenses incurred by Tel-Tec resulting from job site requirements or restrictions imposed by customer, including, but not limited to, additional insurance premiums resulting from any requirement to name customer as an additional insured or employer, or due to subrogation or indemnification provisions. Any such additional costs shall be added to the bid amount provided such costs are approved by both parties pursuant to a signed addendum to this bid / proposal.
4. Camera surveillance systems should be used in accordance with state privacy laws. Any questions or concerns regarding these laws should be referred to an attorney.
5. Subscriber acknowledges that additional protection may be obtained over and above that provided herein at an additional cost.
6. Software provided may not be compatible with all customer owned devices and/or configurations. Customer responsible for troubleshooting customer owned devices.

Tel-Tec Security Systems, Inc.



Bruce Clayton

Westside Water Authority

 1-4-2023

Signature

Date

P.O. # \_\_\_\_\_



**TEL-TEC SECURITY SYSTEMS Inc.**  
 5020 Lisa Marie Court  
 Bakersfield, CA 93313  
 (661) 397-5511  
 Contractors Lic. 472338

**COPY FOR  
YOUR INFORMATION**

**MONITORING ADDENDUM**

- Residential  
 Commercial

Subscriber: Westside Water Authority

Job No. 26406

Pursuant to that certain Commercial or Residential Security System Agreement dated 01/05/2023 ("Agreement"), Subscriber and Tel-Tec Security Systems, Inc. ("Company") hereby enter into this Monitoring Addendum ("Addendum") and agree as follows:

1. **Monitoring Services.** Subject to the terms and conditions hereinafter set forth, the Company will monitor, at a central monitoring station to be selected by Company, the following types of signals from the security equipment ("System") owned or leased by Subscriber and located at the Premises:

- Burglary     Verification of Burglar Alarm     Robbery     Fire     Smoke     Water/Sprinkler  
 Remote Programming Services     Access Control System     Closed Circuit TV     Other: Supervision

Upon receipt of signals transmitted from the System which are zones correlating with the above-checked monitoring services (hereinafter referred to as "Designated Signals") or voice communication received from the Premises, Company shall respond as follows:

(a) Upon receipt of a burglar alarm signal, Company shall promptly notify the police department or other applicable law enforcement agency which has jurisdiction with respect to the Premises (the "Police Authority"), by telephone, of its receipt of the alarm signal; provided, however, if verification of burglar alarm services is checked as an included service, Company shall notify the Police Authority as set forth in this subparagraph only after first attempting to determine by one telephone call to the Premises whether the Designated Signal received representing a burglar alarm are false alarm signals.

(b) Upon the receipt of a robbery alarm signal, Company shall promptly notify the applicable Police Authority, by telephone, of its receipt of the alarm signal.

(c) Upon receipt of a fire, smoke, water flow and/or automatic sprinkler alarm signal, Company shall promptly notify the applicable fire department or agency which has jurisdiction with respect to the Premises, by telephone, of its receipt of the applicable alarm signal, and shall thereafter notify Subscriber or, alternatively, the Authorized Person (as defined in Paragraph 8 below), by telephone, of its receipt of said signal.

(d) Upon the receipt of any other monitored signal, Company shall promptly notify Subscriber or the applicable Authorized Person, by telephone, of its receipt of the signal unless Company and Subscriber agree to a different response procedure in writing.

No monitoring service shall be rendered for signals received which are not Designated Signals or for voice communication which does not request assistance. Notwithstanding anything contained herein to the contrary, upon receipt of a Designated Signal and prior to telephoning any other person or entity, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises to confirm the necessity to report the receipt of a Designated Signal with Subscriber or any other person or entity. Company's obligation to notify Subscriber or other Authorized Person(s) shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.

2. **Initial, Monthly and Other Charges.** For the monitoring services described above and other services as described in this Addendum, Subscriber shall pay Company the following sums:

(a) The sum of \$ \_\_\_\_\_ as a terminal connection and testing fee; and

(b) For monitoring services, the sum of \$ 45.00 per month, plus tax, if applicable, payable in advance during the term of this Addendum, with the first monthly fee due upon completion of the installation of the System, or, if the Agreement is for monitoring services only, on or before \_\_\_\_\_. This monthly fee is subject to adjustment as provided in Paragraph 4 below.

(c) For all other services and/or charges payable by Subscriber, Subscriber shall pay such amounts within ten (10) days of receipt of Company's invoice or billing therefor.

3. **Term; Renewal.** The term of this Addendum is 1 year(s), commencing on \_\_\_\_\_ or upon the completion of the installation of the System, if applicable. If the term commences on completion of the installation of the System, said commencement date shall be evidenced by written notice of the completion of installation provided to Subscriber by Company and Company reserves the right to commence the term on the first day of the month immediately following the month in which the installation was completed. Upon the expiration date of the initial term of this Addendum, this Addendum shall automatically renew for successive periods of one (1) year each, unless terminated in writing by either party not less than sixty (60) days prior to the expiration of the original term or any renewal period.

4. **Increase in Fees.** Company shall have the right to increase its monthly monitoring fee at any time or times after the expiration of one year from the date set forth in Paragraph 3 upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change. If Subscriber is unwilling to pay the revised fee, Subscriber must notify Company in writing twenty (20) days prior to the otherwise effective date of the change that this Addendum will be terminated on the effective date of the change unless Company rescinds the change, and thereafter Company may elect to resume the fee applicable to the previous term thereby binding the Subscriber to the full term of this Addendum. The time periods in this paragraph shall be strictly complied with.

5. **Digital Alarm Communicator.** Subscriber acknowledges that a digital alarm communicator ("DAC") may be a part of the System and is a non-supervised reporting device. Transmission of such signals requires that the Subscriber's telephone system, connection to the telephone network or a third party cellular provider, and or the telephone line ("Telephone Equipment") to be compatible with the System, and to be operating, on an uninterrupted basis, for a signal to be transmitted by the System or received by the DAC receiver located at the remote/central station. If any portion of the Telephone Equipment or third party cellular provided services is incompatible, inoperative or interrupted by natural or human causes, there may be no indication of this fact at the remote/central station and no signal will be received at the remote/central station unless alternative transmission such as additional cellular telephone or other available technologies are selected by Subscriber at additional cost.

**NOTICE TO SUBSCRIBER:** THE TERMS AND CONDITIONS ON PAGE 2 OF THIS ADDENDUM IS AN INTEGRAL PART OF THE SECURITY SYSTEM AGREEMENT, AND SUBSCRIBER IS REQUESTED TO READ ALL APPLICABLE PROVISIONS BEFORE SIGNING. SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT SUBSCRIBER HAS READ PARAGRAPH 9 ON PAGE 2 OF THIS AGREEMENT.

COMPANY REPRESENTATIVE INITIALS: \_\_\_\_\_ SUBSCRIBER INITIALS: \_\_\_\_\_

**CALL LIST:**

First Name	Last Name	Relationship	Phone Number	Phone Type

**6. Suspension of Service.** Company's obligations hereunder shall be automatically waived without notice, and Subscriber hereby releases Company from liability for all loss, damage and expense, in the event that the remote/central station, Telephone Equipment, the Premises, or other facilities necessary to operate the System are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability therefor. If such interruption of service continues for a period in excess of thirty (30) days, Company may, at its option, terminate this Addendum and the Agreement upon five (5) days' prior written notice to Subscriber.

**7. Shut-Down, Lockout or Removal of System.** Company may, in its sole and absolute discretion, electronically lockout the DAC signal permanently in order to limit access to the System to Company only. Should Subscriber default hereunder, or upon termination of monitoring services for any reason, or if the System becomes a "runaway" system or the System excessively signals Company's remote/central station without apparent reason, Subscriber authorizes and empowers Company to, without limitation, do any one or more of the following: remove the System from the Premises (if installation and/or sales price has not been fully paid); disconnect the System; shut down the System; and/or render some or all of the equipment incapable of signaling locally or communicating with any remote/central station. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other remedies or rights. Company shall not be liable for any damage caused to the Premises resulting from the removal of the System from the Premises. If the System is shut down or deactivated pursuant to the provisions of this paragraph and if the Subscriber desires to reactivate the System, Subscriber shall pay to Company, in advance, a reconnect charge to be fixed and established by Company.

**8. Authorized Persons.** Prior to the commencement of monitoring services pursuant to this Addendum, Subscriber shall furnish Company with a written list of the names, titles or relationship to Subscriber, residence address, and residence, business and/or cellular telephone numbers of all person(s) authorized to be notified in the event of the receipt of an alarm signal, and, in the case of a commercial monitoring service, the person(s) authorized to arrange an unscheduled event and/or to enter or remain on the Premises during the regularly scheduled closed period of the business, which persons shall collectively be referred to herein as "Authorized Persons." Subscriber shall also furnish Company with a written daily and holiday opening and closing schedule for Subscriber's business. All changes, revisions and modifications to the names or other information shall be provided to Company in writing.

**9. Subscriber's Duties and Responsibilities.** It shall be the sole responsibility of the Subscriber to do or undertake the following:

(a) To confirm that the Telephone Equipment is compatible with the System, especially when there are changes to the Telephone Equipment or services rendered to Subscriber by the telephone company, (i.e., call waiting, answering machines, etc.).

(b) To set the System immediately prior to securing the Premises, and to test the System periodically, at least monthly, and whenever changes are made to telephone service for the Premises. If space protection (i.e., ultra-sonic, microwave, infra-red, etc.) is a part of the System, Subscriber shall periodically walk test the System in the manner recommended by the Company and/or the manufacturer of the System. Any claimed defect, inadequacy or failure of the System shall be immediately reported to Company for repair service, if applicable.

(c) Whenever any device or protection is used, including but not limited to space protection, which may be affected by air turbulence, occupied air space changes, or other disturbing conditions, Subscriber shall turn off or remove all things, animate or inanimate, including but not limited to forced air heaters, air conditioners, animated signs, horns, bells, animals, and any other source of air turbulence or movement, which may interfere with the effectiveness or operation of the System during the times or periods while the System is operational. Subscriber shall promptly notify Company of any remodeling or other changes to the Premises that may affect the operation of the System.

(d) In the event that the System is to be attached or connected to any item of Subscriber's equipment, including but not limited to cash registers, computers, or automatic tellers ("Subscriber Equipment"), Subscriber shall furnish and maintain in good order and repair, at Subscriber's sole expense, all such Subscriber Equipment.

**10. Audible Alarm Shut-Off.** If the System's audible alarm has an automatic shut-off device and the alarm sounds for any reason, it is designed to automatically shut off after sounding for a period of time not to exceed fifteen (15) minutes. Subscriber understands and acknowledges that unless an attempted entry is apparent or unless Subscriber is otherwise notified that the System was activated, Subscriber will have no way of knowing that the System was activated and automatically shut off. With respect to commercial premises, Subscriber shall check the System each day upon opening the Premises in order to determine whether or not the System was activated during the previous operating period.

**11. False Alarms.** In the event that a fine, penalty, or fee is imposed or assessed by any governmental or municipal agency as a result of any alarm originating from Subscriber's Premises, the Subscriber shall pay, without any right to be reimbursed by Company, or if first paid by Company reimburse Company for, any such fine, penalty or fee assessed or imposed against either Subscriber or Company. In the event that an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the System, or in the event that Subscriber misuses or abuses the System, Company may, in its sole discretion, deem same to be a material breach by Subscriber of this Addendum and it may elect to terminate this Addendum and Agreement upon five (5) days' prior written notice to Subscriber.

**12. Remote Programming Services.** Remote programming services may consist of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or remote/central station. If remote programming services is checked above or if Subscriber requests this service orally or in writing, Subscriber hereby consents to Company's performance of all such services pursuant to Company's prevailing charges for such services, which Subscriber shall promptly pay to Company.

**13. Takeover Systems.** If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Addendum at any time by ten (10) days written notice to Subscriber in the event Company determines, in its sole and absolute discretion, that there have been excessive activations of the System, that the Subscriber has abused the System, or that the number of problems or cost of service has been or may become excessive, and Subscriber shall be entitled to reimbursement of a pro rata portion of the service fee paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

**14. Company Duty Concerning Property of Others.** Company shall have no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the telephone company or others ("Other Property"). If Company provides service to any such Other Property, Subscriber agrees that all relevant terms and conditions of this Addendum and Agreement shall apply to all such services and Subscriber shall pay for such service on a time and material basis at Company's prevailing charges.

**15. Authorization to Record Communications.** Subscriber acknowledges that Company may record video, wire and oral transmissions or communications and hereby consents and authorizes Company to so record all such transmissions or communications between Company, Subscriber and/or Subscriber's agents, servants, employees or representatives.

**16. Servicing of System.** Company's obligation under this Addendum relates solely to the monitoring of Subscriber's System as described in Paragraph 1 and, unless otherwise agreed to by Company and Subscriber, Company shall have no obligation to maintain, repair, service, replace, operate or assure the operation of the System or any part thereof.

**OTHER TERMS:**

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**COMMERCIAL SECURITY SYSTEM AGREEMENT**

THIS AGREEMENT is entered into on 1/5/2023, by and between TEL-TEC SECURITY SYSTEMS, INC. ("Company"), and Westside Water Authority ("Subscriber").  
 Premises address: 5555 California Ave, Sute 209, Bakersfield, CA 93309  
 Billing address (if different): \_\_\_\_\_  
 Contact name: Justin Rowe Telephone no.: (661) 484-6620

**Description of Services:** Subject to the terms and conditions hereinafter set forth, Company will provide the following services to Subscriber (check applicable boxes):

- The sale and installation of a security system as described below.
- The installation and lease of a security system pursuant to the terms and conditions of the Commercial Lease Addendum attached hereto.
- Monitoring services pursuant to the terms and conditions of the Monitoring Addendum attached hereto.
- Repair services pursuant to the terms and conditions of the Service Contract Addendum attached hereto.
- Inspection services pursuant to the terms and conditions of the Inspection Addendum attached hereto.

**1. Sale and Installation of System.** Company shall sell to Subscriber, and install at Subscriber's Premises, the security equipment as described in the Proposal dated 01/05/2023 (the "System") for the purchase price and on the terms set forth in Paragraph 2. **[Note:** Subscriber understands and acknowledges that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has elected to acquire the System based on Subscriber's own business or financial reasons (e.g., cost, firm culture, Premises environment, etc.), and (iii) if applicable, a second telephone line at the Premises is necessary to use the telephone while the System is communicating with the monitoring service).

**2. Sale and Installation Charges.** Subscriber agrees to pay Company the sum of \$ 2,677.49, plus sales tax, if applicable, for the sale and installation of the System as follows: \$ 0.00 upon signing this Agreement; \$ 0.00 upon pre-wiring (if otherwise required); and \$ 2,677.49 upon substantial completion of installation of System. Payments may be made in cash, or by check or money order.

**3. Condition of Premises.** Subscriber acknowledges that Company has no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it shall be Subscriber's obligation to advise Company of such hidden items, failing which Company and its employees and representatives are released from liability for any damages, losses or expenses for personal injury, including death, or to real or personal property.

**4. Delays in Installation.** Company makes no representation concerning the delivery and installation of the System or commencement of services by any particular date, and Subscriber hereby releases Company for all loss, damage and expense to Subscriber arising out of or from or related to any delay in delivery, installation, commencement or completion of services.

**5. Use of System.** Upon completion of the installation of the System, Company shall provide Subscriber with instructions as to the proper use of the System whether or not Subscriber has agreed to obtain other or further services from Company.

**6. Title; Risk of Loss.** Title to all equipment and material included in the System shall remain at all times in Company until the purchase price for the System is fully paid. The risk of loss or damage to the System, including all material and equipment thereof, shall pass to Subscriber upon delivery to the Premises.

**7. Notice to Owner.** Prior to the installation of the System as provided in this Agreement and in the event that a mechanic's lien is to be utilized in connection with the installation of the System, Company shall have provided Subscriber with a Notice to Owner setting forth pertinent provisions of applicable California law pertaining to mechanics' liens and the rights and responsibilities of an owner of property and a contractor thereunder.

**8. LIMITED WARRANTY.** COMPANY HEREBY WARRANTS TO SUBSCRIBER ONLY THAT ALL OF THE MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN A GOOD AND WORKMANLIKE MANNER, AND SHALL BE FREE FROM DEFECTS IN MATERIAL OR WORKMANSHIP. IN THE EVENT THAT ANY PART (EXCEPT FOR WIRING, LIGHT BULBS, L.E.D.S, L.C.D.S, AND EXPENDABLE BATTERIES) SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE COMPLETION OF THE INSTALLATION OF THE SYSTEM, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. THIS WARRANTY IS NOT ASSIGNABLE.



THE FOREGOING WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, SUBSCRIBER NEGLIGENCE, ABUSE OR MISUSE, NATURAL DISASTER (SUCH AS FLOOD, WATER, LIGHTNING, EARTHQUAKE AND FIRE), INTRUSION, AN ACT OF GOD, ANY CASUALTY INCLUDING LOSS OF ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN BY THE COMPANY'S EMPLOYEES OR DULY AUTHORIZED REPRESENTATIVES, OR BY ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR.


IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER THEORY.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED.

**NOTICE TO SUBSCRIBER:** THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT AND SET FORTH IN THE ADDENDUMS ARE AN INTEGRAL PART OF THIS AGREEMENT, AND YOU ARE REQUESTED TO READ ALL APPLICABLE PROVISIONS BEFORE SIGNING. SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT SUBSCRIBER HAS READ PARAGRAPHS 7 AND 10 ON PAGE 2 OF THIS AGREEMENT, AND UNDERSTANDS THAT THIS AGREEMENT LIMITS THE LIABILITY OF COMPANY AND PROVIDES FOR LIQUIDATED DAMAGES IN THE EVENT OF A LOSS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

COMPANY:  
 By:   
 Representative  
 Reg. No. \_\_\_\_\_  
 Approved:   
 Authorized Representative

SUBSCRIBER:  
 By:   
 \_\_\_\_\_  
 [Print or Type Name]  
 \_\_\_\_\_  
 [Title]

## GENERAL TERMS AND CONDITIONS

1. **Integrated Agreement.** This Agreement, together with the attached Proposal and/or Addendums, contains the entire agreement between the parties hereto with respect to the transactions described in this Agreement, and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
2. **Modifications.** All changes, modifications or amendments to this Agreement must be in writing and must be signed by the parties to be binding on the parties.
3. **Assignment of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement and any portion thereof shall be assignable by Company in its sole and absolute discretion.
4. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are authorized by Subscriber, all sales, installation and other services supplied by Company shall be subject to the terms of this Agreement, provided that additional charges may be made for such additional sales, installation or services.
5. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of services under this Agreement. Subscriber agrees and acknowledges that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth in this Agreement to Subscriber, and shall bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company.
6. **Third Party Charges.** Prior to the execution of this Agreement, Company has disclosed to Subscriber all available information concerning any permit or other fees required in connection with the installation and/or monitoring of the System by any applicable city, county or other jurisdiction in which the Premises is located. Unless Company agrees otherwise in writing, Subscriber shall pay all charges made by any (a) telephone company, for (i) labor and equipment necessary to connect the System to the telephone network, (ii) telephone call charges to any governmental agency, or (iii) transmission of signals or voice to the remote/central station, or (b) municipality (i) in connection with the installation or monitoring of the System, (ii) for the receipt of communications from Company, or (iii) the dispatch of police, fire or medical personnel to the Premises.
7. **DISCLAIMER AND LIMITATION OF LIABILITY. SUBSCRIBER AGREES AND UNDERSTANDS THAT:**
  - A. The System installed and/or services to be provided by Company pursuant to this Agreement are not intended to replace, or to be in lieu of, insurance coverage for losses from any occurrences which the System is designed to detect, prevent or avert. Neither the Company nor its directors, officers, shareholders, employees, agents, or independent contractors (collectively, "Representatives") shall be an insurer of any loss or damage resulting from any failure in the operation of the System or services to be provided to Subscriber pursuant to this Agreement. Subscriber assumes all risk of loss and damage to the Premises and its contents, and shall have the sole responsibility for obtaining insurance covering Subscriber, Subscriber's business, employees, agents and others who may be on the Premises for medical, disability, life, loss of business, and property. Subscriber also agrees that recovery for all such loss, damage and expense shall be limited to any such insurance coverage only, and that Company and its Representatives are released from all liability resulting from or due to (i) the sole, joint or several negligence, passive or active, of any person and of any kind or degree, (ii) the improper operation or non-operation of the System, (iii) the breach of contract or warranty, express or implied, or (iv) the loss of or damage to or malfunction of facilities necessary to operate the System, transmit any signal, or any remote or central station.
  - B. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR ANY SERVICES PROVIDED BY COMPANY WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE, OR OTHERWISE. COMPANY DOES NOT REPRESENT THAT THE SYSTEM WILL PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED AT ALL TIMES OR THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED. SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT COMPANY MAKES NO WARRANTY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES WILL PREVENT LOSSES WHICH SUCH SYSTEM OR SERVICES ARE DESIGNED TO DETECT, AVERT, AND/OR PREVENT.
  - C. If the Company and/or any of its Representatives should be found liable for any loss, damage or expense due to any failure of the System or the failure on the part of Company to perform any of its obligations under this Agreement, the parties agree that, due to a number of factors, it would be impracticable or extremely difficult to fix the actual damage or loss, if any, incurred or suffered by Subscriber. Such factors include, but are not limited to, (i) the difficulty of determining the Subscriber's property which was lost or damaged and its value, (ii) the uncertainty of the response time of the police, fire or other emergency services, and whether a more timely response would have prevented or lessened Subscriber's loss or damage, (iii) which portion of the loss or damage, if any, is caused by the failure in the System and/or services and the portion caused by third parties, (iv) the fact that Subscriber should have insurance to protect it against such loss or damage, and (v) the fact that without a limitation of its liability hereunder, the installation charge for the System and/or the monthly fee for the services to be provided pursuant to this Agreement would be substantially increased. Therefore, Subscriber agrees that if Company or any of its Representatives is found liable for any loss or damage due to a failure or malfunction of the System or Company's failure to properly provide services, Company's liability shall be limited to a sum equal to four times the monthly monitoring fee, if applicable, or \$250, whichever is less, as liquidated damages and not as a penalty. The provisions of this paragraph 7 shall apply in the event of loss or damage, irrespective of the cause or origin, and whether such loss or damage results from the Company's performance or non-performance of its obligations under this Agreement or from the negligence, active or passive, of Company or any of its Representatives.
8. **Release of Insured Losses.** Subscriber hereby releases Company and its Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, (iii) in excess of amounts paid by Subscriber's insurance company, and (iv) due to any under insured losses.
9. **Waiver of Subrogation.** Subscriber hereby waives any rights Subscriber's insurance company or companies may have to be reimbursed by Company or its Representatives for insurance proceeds paid to or on behalf of Subscriber.
10. **Indemnification.** Subscriber agrees to protect, indemnify, defend and hold harmless Company and its Representatives from and against for all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against or incurred by Company or its Representatives by or due to any person not a party to this Agreement, including Subscriber's insurance company, for any expense, loss or damage (including, without limitation, statutory civil damages, personal injury, death or property damage) arising out of or in connection with the design, sale, lease, installation, repair, service, operation, or monitoring of the System, the failure or improper dispatch of persons to the Premises, verification services, recording of communications, operation or non-operation of any remote/central station facilities, whether due to the active or passive sole, joint or several negligence of Company or its Representatives, or to the breach of contract or warranty, express or implied. Notwithstanding anything contained herein to the contrary, this paragraph 10 shall not apply to claims for loss or damage against Company occurring while Company's employee is on Subscriber's Premises and which is caused directly and solely by the negligence of the Company's employee, provided, however, that this exception shall be limited to the amount of proceeds received from the Company's insurance policy or policies applicable to the claim or action.
11. **Environmental Considerations.** Any duty or obligation of Company, at law or in equity, is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, hazardous or dangerous activity, or any hazardous substance or material ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to, or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate the Agreement, or (ii) affirm the Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.
12. **Default of Subscriber.** In the event of any default by Subscriber, and without limiting the rights of Company as otherwise provided in this Agreement, in any Addendum attached hereto or pursuant to applicable law, Company shall have the right to terminate this Agreement upon ten (10) days' prior written notice to Subscriber and, upon such termination, Company shall have no further obligation to perform under this Agreement. Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (i) all payments then due and payable, and (ii) fifty percent (50%) of all payments which would be due hereunder for any unexpired term as agreed upon damages and not as a penalty.
13. **Finance and Late Charges.** A finance charge of 1-1/2% percent per month (18% per annum) will apply to all obligations not paid pursuant to the terms contained herein. In addition, Subscriber shall pay to Company an administrative fee (late charge) of 10% of any payment due hereunder received by Company after the date on which such payment is due as agreed upon damages and not as a penalty. Subscriber agrees to pay a charge of \$10 for each check returned for insufficient funds or other reasons.
14. **No Waiver of Breach.** If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach, and Company's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specifically waived by Company in writing. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.
15. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of California.
16. **Contractual Limitation of Actions.** All claims, actions or proceedings against Company or its Representatives must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding shall be barred. The time period in this paragraph 16 shall be strictly complied with.
17. **Valid Agreement.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provisions of this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding, and continuing.
18. **Binding Agreement.** This Agreement shall be binding upon Company only (i) when signed by an authorized representative of Company, who must be a corporate officer if (a) there are any additions to the Agreement, or (b) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (ii) upon commencement of services checked above. This Agreement shall be binding on the heirs, executors, administrators, successors and permitted assigns of the parties.
19. **Copy of Agreement.** Prior to rendering any services as provided in this Agreement, Company shall have provided Subscriber with a copy of this Agreement signed on behalf of Company.
20. **Licensing Requirement.** Company, as an alarm company operator, is licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95814.
21. **Incorporation by Reference.** All Addendums and other documents referred to in this Agreement and attached hereto are incorporated in this Agreement by that reference as though set forth in full.

# WESTSIDE WATER AUTHORITY

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*5555 California Avenue, Suite 209, Bakersfield, CA 93309*

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## EMPLOYEE POLICY HANDBOOK

~~January~~ April 2023

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## **INTRODUCTORY STATEMENTS**

### **WELCOME TO WESTSIDE WATER AUTHORITY**

We are pleased you have decided to join us.

As an employee of Westside Water Authority (hereinafter referred to as “WWA” and/or the “Authority”), you are an important member of a team effort. We hope that you will find your position with the Authority rewarding, challenging, and productive. Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the Authority. As you begin what I hope to be a fulfilling employment with the Authority, I would like you to take a few moments to become familiar with our goals and policies. This Handbook will give you an explanation of our policies, making your work easier, as well as give you an insight into what is expected of you and what you can expect from your work here. As you become accustomed to the policies, you will naturally augment your qualifications and increase your value to the Authority and its landowners.

Please take time to carefully review our Employee Policy Handbook (hereinafter referred to as “Handbook”) and do not hesitate to direct any questions you may have to me. I will be happy to assist you in any way I can.

Again, welcome to Westside Water Authority. I am proud to have you as part of our team!

Mark Gilkey  
Executive Director



## **INTRODUCTION TO HANDBOOK**

Westside Water Authority has prepared this Handbook to provide all employees an explanation of the Authority's policies, benefits and rules. It is intended to familiarize all employees with important information about the Authority, as well as information regarding their own privileges and responsibilities. This Handbook supersedes any and all handbooks previously published. It is important that all employees read, understand, and follow the provisions of the Handbook. Employees will find it to their advantage to read the entire Handbook promptly so that they will have a complete understanding of the material covered. The Handbook may be amended from time to time. As revisions are made, updated information will be distributed to all employees promptly, with updated material inserted promptly in all handbooks available for employee reference.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this Handbook change from time to time. Accordingly, the Authority reserves the right to modify, supplement, rescind or revise any provision of this Handbook from time to time as it deems necessary or appropriate in its discretion. Employees will, of course, be advised of changes when they occur. Employees shall note, however, that only the Board of Directors has the right to revise any provision or policy in this Handbook, with such revisions made by minute order or Board resolution. Any written changes to this Handbook will be distributed to all employees. No oral statements can in any way change or alter the provisions of the Handbook.

If an employee has any difficulty reading or understanding any of the provisions of this Handbook, they shall contact their Direct Supervisor. The Direct Supervisor will gladly make assistance available to any employee who is unable to understand the Authority's policies.

This Authority strives to improve its operations, the services that it provides its landowners, and positive relations with its employees. All employees are encouraged to bring suggestions for improvements to the attention of their Direct Supervisor or the Executive Director. By working together, the Authority hopes that it will share with its employees a sincere pride in the workplace and the services that we are all here to provide.

## **OPEN DOOR POLICY**

Suggestions for improving the Authority are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions are important to us.

If you have a complaint, suggestion, or question, speak with your Direct Supervisor as soon as possible. In most instances, a meeting with the Direct Supervisor can solve a problem to an employee's satisfaction.

If you are not comfortable speaking to your Direct Supervisor or if you have raised the issue to your Direct Supervisor and the problem persists, please bring the issue to the Human Resources representative.

Should your problem persist after speaking with the Human Resources representative, you may contact the Executive Director in order to reach a resolution. Any decision rendered by the Executive Director must be regarded as final.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact your Direct Supervisor.

This procedure, which we believe is important for both you and the Authority, cannot guarantee that every problem will be resolved to an employee's satisfaction. However, the Authority values your observations and you should feel free to raise issues of concern without fear of retaliation.

## **RECRUITING AND HIRING**

### **STATEMENT OF AT-WILL EMPLOYMENT STATUS**

The Authority does not promise or guarantee a minimum length of employment, and employment at the Authority is employment at-will. This means that the employment relationship may be terminated at any time with or without reason, with or without advance notice, at any time, by either the Authority or the employee. The Authority retains the right to demote, transfer, and change an employee's job duties, and compensation at any time, with or without notice, and with or without cause, in its sole discretion.

Nothing in this Handbook is intended to create an employment agreement, express or implied. The at-will employment status of any employee may be modified or amended only by action of the Authority's Board of Directors, must specifically reference the at-will provision of this Handbook, and expressly waive such provision.

No employee, officer, or representative of the Authority other than the Board of Directors is authorized to modify or amend the at-will nature of the employment relationship of any employee. The Board of Directors is authorized to modify or amend the at-will employment status of any employee only in accordance with the terms of this section entitled "Statement of At-Will Employment Status," which is only binding if it is in writing

Any salary figure provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this Handbook or any other document or statement, whether written or oral, shall limit the right of the employee or the Authority to terminate the at-will employment relationship.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms or conditions of their employment, such as communications regarding wages, scheduling or other terms of employment.

### **EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**

The Authority believes that equal opportunity is a fundamental principle in conducting business and has promoted this principle as a basic policy in the governing of the Authority. The Authority believes that all persons are entitled to equal employment opportunity and does not discriminate against its employees or applicants based on any protected category as defined by law, including, but not limited to: race, color, religion, sex (including pregnancy, breastfeeding and related medical conditions), national origin, ancestry, sexual orientation, age, marital status, gender identity, physical or mental disability, medical condition, genetic information, reproductive health decision-making, gender expression, military and veteran status, person who has requested disability or religious accommodation, or any other grounds prohibited by state or federal law. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and

termination.

This policy not to discriminate in employment also includes, but is not limited to, the following:

1. The Authority will employ those applicants who possess the necessary skills, education, and experience for the position, without regard to race, color, religion, sex (including pregnancy, breastfeeding, and related medical conditions), national origin, ancestry, sexual orientation, age, marital status, gender identity, physical or mental disability, medical condition, genetic information, reproductive health decision-making, gender expression, person who has requested disability or religious accommodation, or military and veteran status or any other grounds prohibited by state or federal law.

2. No employee will aid, abet, compel, coerce, or conspire to discharge or cause another employee to resign because of race, color, religion, sex (including pregnancy, breastfeeding, and related medical conditions), national origin, ancestry, sexual orientation, age, marital status, gender identity, physical or mental disability, medical condition, genetic information, reproductive health decision-making, gender expression, person who has requested disability or religious accommodation, or military and veteran status or any other grounds prohibited by state or federal law.

3. The Authority will establish rates of pay and terms, conditions, or privileges of employment without regard to race, color, religion, sex (including pregnancy, breastfeeding, and related medical conditions), national origin, ancestry, sexual orientation, age, marital status, gender identity, physical or mental disability, medical condition, genetic information, reproductive health decision-making, gender expression, person who has requested disability or religious accommodation, or military and veteran status or any other grounds prohibited by state or federal law.

The Authority seeks to comply with legal requirements to ensure equal employment opportunities for persons who are qualified individuals with a disability. In order to make known to the Authority the person's disability, any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the Human Resources representative and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Authority will then engage in a good faith interactive process with the employee or applicant to determine what, if any, effective reasonable accommodations can be made for the employee or applicant. The Authority will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The Authority will identify possible reasonable accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Authority will make the accommodation.

If an employee believes they have been subjected to any form of unlawful discrimination, they are to provide a written or oral complaint to the Executive Director or the Human Resources representative as soon as possible. If the complaint relates to the Direct Supervisor or the Executive Director or the employee is uncomfortable speaking to the Direct Supervisor or the Executive Director, they shall provide the complaint to the Human Resources representative. An employee's complaint should be specific and should include the names of the individuals involved and the names

of any witnesses. The Authority will immediately undertake an effective, timely, thorough and objective investigation and attempt to resolve the situation. The Authority will keep confidentiality to the extent possible. The duty to investigate and take corrective action may require the disclosure of information to those with a need to know.

If the Authority determines that unlawful discrimination has occurred, effective remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. The Authority will not retaliate against an applicant or employee for filing a complaint and will not willingly permit retaliation by management employees or co-workers.

Executives, managers, supervisors, and employees who observe a violation of this policy or who receive a request for an accommodation should inform the Human Resources representative immediately.

Employment decisions shall, therefore, comply with all applicable state and federal laws prohibiting discrimination in employment. Individuals who have a complaint may also contact Equal Employment Opportunity Commission or the ~~Department of Fair Employment and Housing~~ Civil Rights Department. The nearest office can be found by visiting the agency websites at [www.eeoc.gov](http://www.eeoc.gov) and [www.dfehcalcivilrights.ca.gov](http://www.dfehcalcivilrights.ca.gov).

### **EMPLOYMENT OF RELATIVES AND ROOMMATES**

Employees' relatives or roommates of employees are only eligible for employment with the Authority upon the written preapproval of the Executive Director and only where no potential problems of supervision, safety, security, morale, or potential conflicts of interest exist. Relatives include an employee's parent, child, spouse, domestic partner, brother, sister, in laws and step relationships.

### **INTRODUCTORY PERIOD**

All new employees and existing employees promoted to new positions shall serve an Introductory Period of 180 calendar days, commencing with their first day of employment or their first day in the new position, respectively. During this period, the Authority and the employee will have an opportunity to determine whether further employment with the Authority or in the new position is appropriate.

The Authority can extend the duration of the Introductory Period one or more times if, in its sole and absolute discretion, it determines that such an extension is appropriate. The employment relationship is at-will and can be terminated by the employee or the employer at any time during or after the Introductory Period with or without cause or notice.

Completion of the Introductory Period does not alter an employee's at-will status nor entitle an employee to remain employed for any definite period of time.

## **ELIGIBILITY FOR REHIRE**

Employees who are classified as “eligible for rehire” when they separate from the Authority will be considered for rehire with other applicants, if they reapply for a position with the Authority. Their prior record with the Authority will be considered; however, consent from the Executive Director is required to rehire any employee. Nothing in this paragraph shall be interpreted to restrict the rights of former employees as described in California Code of Civil Procedure Section 1002.5.

Please note that employees who are rehired following a break in service in excess of one year for other than an approved leave of absence are considered “new” employees from the effective date of their reemployment for all purposes, including the determination of benefits.

## **EMPLOYEE CLASSIFICATIONS AND CATEGORIES OF EMPLOYMENT**

### **EMPLOYMENT GROUPINGS**

In order to determine eligibility for various benefits, the Authority has established the following employment groupings. Please note that throughout this Handbook the classifications identified as “Exempt” or “Non-Exempt” will refer to employees that are considered in either the status of “Introductory,” “Regular” or “Temporary” and in the category of either “Full-time” or “Part-time.” All employees will have a status, a classification, and a category. Regardless of status, classification or category definition, all employees are at-will and will remain at-will absent action by the Board of Directors of the Authority specifically changing the at-will relationship.

#### ***EMPLOYEE STATUS:***

#### **INTRODUCTORY EMPLOYEES**

Employees who are in the Introductory Period, as described above, are called “Introductory” employees.

#### **REGULAR EMPLOYEES**

Employees who are hired for an indefinite and unspecified duration are called “regular” employees.

#### **TEMPORARY EMPLOYEES**

Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal workloads or emergencies. An employee will not change from temporary status to another status unless specifically informed of such a change, in writing, by the Executive Director. Temporary employees are ineligible for employer-sponsored benefits except sick leave.

#### **INACTIVE STATUS**

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds 90 days will be placed on inactive status. During the time the employee is on inactive status, benefits such as PTO and sick leave will not be earned, and seniority will not continue to accrue (unless on a protected leave of absence).

***EMPLOYEE CATEGORY:***

**FULL-TIME EMPLOYEES**

A full-time Regular Employee is defined as an employee who has successfully completed his/her introductory period and is assigned a definite work schedule of at least 30 hours per week. Full-time regular employees are eligible for employee benefits as described later in this Handbook.

**PART-TIME EMPLOYEES**

A part-time Regular Employee is defined as an employee who has successfully completed his/her initial evaluation period and is assigned a work schedule between 20 hours and less than 30 hours per week. Part-time regular employees that work less than 30 hours per week are not eligible for employee benefits as described later in this Handbook (unless otherwise required by law such as California's mandatory paid sick leave).

Part-time employees who are asked to work 40 hours or more per week on a temporary basis will not be classified as a full-time employee unless the Authority, in its discretion, concludes and informs the employee in writing that they will be considered a full-time employee.

**LENGTH OF SERVICE**

The Authority considers an employee's length of service to be the total number of all full and partial months that an employee has worked for the Authority with the exception of those employees who return one year or less after leaving the Authority's employment. An employee who changes job classifications shall retain length of service credits accrued in all previous job classifications for purposes of determining length of service. The Authority utilizes length of service only in determining benefit accrual. Also, employees hired from Belridge Water Storage District, Lost Hills Water District or Berrenda Mesa Water District will retain their hire date at the district of origin for purposes of determining benefit accrual.

## **WAGES**

### **PAYDAYS AND PAYCHECKS**

~~Employees are paid bi-weekly, every other Friday, with paychecks distributed covering work performed during the previous two-week pay period. Pay periods begin every other Sunday at 12:00 a.m. and end every other Saturday at 11:59 p.m.~~

~~Employees are paid semi-monthly, on the 15<sup>th</sup> and the last day of each month, with paychecks distributed covering work performed during the current pay period. Pay periods begin on the first day of the month and 16<sup>th</sup> day of each month, respectively, and end on the 15<sup>th</sup> day of the month and the last day of each month, respectively.~~

If a payday falls on a holiday or a weekend, remuneration will be distributed the last regular business day prior to the scheduled payday.

All employees are responsible to ensure that timecards submitted are signed, accurate and complete. Falsification of timecards or completion of any information on another employee's timecard may result in immediate termination.

### **OVERTIME POLICY**

Employees shall be paid for their hours worked in accordance with all legal requirements. Employees who meet exemptions within the meaning of the Federal wage and hour laws are exempt from overtime pay and are not subject to this policy. All Non-Exempt employees qualify for overtime pay.

From time to time, employees may be required to work past their scheduled shift to complete an assigned work duty. When this type of work is required, an employee's Direct Supervisor will inform the employee as soon as possible.

All overtime work must be approved in advance by an employee's Direct Supervisor. Because unauthorized overtime is against the Authority policy, employees who work unauthorized overtime may be subject to disciplinary action, up to and including termination.

### **WORKWEEK**

~~Except in the instances specifically identified below, t~~The Authority has selected as its workweek the seven days that begin at 12:00~~+~~ a.m., Sunday morning, and end at ~~midnight~~11:59 p.m., Saturday evening.

### **TIME WORKED**

Non-exempt employees are required to record all time worked on a timecard or timesheet, including time worked outside their normal schedule, at the time it actually occurs. Start and stop times for meal periods must be noted. Non-Exempt employees will not perform any work without recording the time on their timecard or timesheet.



## **OVERTIME**

Due to the nature of the Authority's organizational structure, the Authority falls under the Fair Labor Standards Act with regard to payroll compliance instead of the California Labor Code and the applicable Wage Orders. The FLSA regulations state that only hours physically worked over 40 hours in a regularly scheduled workweek are considered overtime, not hours worked over 8 in a workday.

## **~~ALTERNATE WORKWEEK~~**

~~Day Shift begins the first day of the 5 days at 10-hour shifts. Night Shift begins the first day of the 4 days at 12-hour shifts.~~

## **CALLOUTS**

Callouts are paid at the normal overtime rates with a minimum of three hours per call-out.

## **PREMIUM PAY**

Employees working the night shift may be eligible for premium pay. Night shift pay is at the discretion of management.

## **REST AND MEAL PERIODS**

Fair Labor Standards Act (FLSA) does not require meal or rest periods. However, the Authority recognizes that breaks throughout the workday are beneficial for employees and the Authority.

Rest and meal breaks must be approved and scheduled with the Direct Supervisor.

### **Rest Breaks**

Non-exempt employees are permitted to take rest breaks of no more than 10 minutes twice in a workday. Rest breaks are paid.

### **Meal Period**

Non-exempt employees are permitted a 30-minute duty-free meal period in the middle or close to the middle of their workday. Employees must record their meal period.

The Direct Supervisor may adjust the number of breaks taken in a workday based on an employee's schedule.

## **LACTATION ACCOMMODATION**

The Authority recognizes lactating employees' rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to any exemption allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid.

The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. The Authority will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, the Authority will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Employees who desire lactation accommodations should contact the Direct Supervisor to request accommodations. An employee's request may be provided orally, by e-mail, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

The Authority will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise been denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

### **PAYROLL DEDUCTIONS/INFORMATION**

Federal and State laws require the following deductions from every paycheck:

1. Federal and State Withholding Tax - In line with this tax, each employee must complete a W-4 form at the beginning of employment. Also note that if the number of dependents changes or any other employee information relating to the W-4, a new W-4 form must be completed, as appropriate.
2. Social Security Tax to the required annual amount.
3. Medicare to the required annual amount.
4. State Disability Insurance/Family Temporary Disability Insurance.

Note that amounts withheld vary according to how much an employee earns, their marital status, and number of exemptions.

## **WORKERS' COMPENSATION INFORMATION**

The California Workers' Compensation Law is a no-fault insurance plan paid for by the Authority, supervised by the State of California, and operated in the manner required by law. In general, the law provides that if an employee of the Authority suffers a job-related injury or illness, workers' compensation insurance may pay the employee's medical expenses and a predetermined amount of money until they are able to return to work. All employees of the Authority are protected by workers' compensation.

Job-related injuries or illnesses may be covered under workers' compensation. An employee must notify the appropriate supervisor immediately upon injury. Prompt reporting is the key to prompt benefits.

The California Workers' Compensation Law provides for three kinds of benefits:

1. Medical care to address the injury, with no deductibles.
2. Rehabilitation services necessary to get back to work.
3. Cash payments to replace a percentage of lost wages, with additional payments made if the injury creates a permanent disability or results in death. These benefits are set by the California State Legislature. The amount of cash payments, when and how they are received and paid are mandated by State law. Only the State Legislature can change these amounts.

Approved doctor bills and hospital expenses will be paid directly by the Authority's insurance company.

If an employee has any questions regarding either workers' compensation, they are to contact their Direct Supervisor. Employees may also contact the Authority's workers' compensation carrier at the address posted; speak with the Information & Assistance Officer at the nearest office of the State Division of Industrial Accidents, listed in the white pages of the telephone book, under "California - State of". Employees may also contact the California Employment Development Department regarding State Disability Insurance.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you need to:

- Immediately report any work-related injury to your Direct Supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to the Direct Supervisor; and
- Provide the Authority with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a

workers' compensation leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of their job because of a physical or mental disability, the Authority's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act or the California Fair Employment and Housing Act.

The law requires the Authority to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

### **PAYROLL AND COMPENSATION COMPLAINTS**

The Authority's policy is to accurately compensate employees in compliance with federal law. To be paid properly, employees must accurately record all hours worked and must not engage in any off-the-clock or unrecorded work. Employees should review their paystub as soon as it is received to make sure it is correct. If any mistake has occurred, the mistake should be brought to the Authority management's attention immediately. Any employee who believes he or she has a complaint regarding any of the following issues should bring the complaint to the attention of their Direct Supervisor or the Human Resources representative as soon as possible:

- Compensation
- Paystubs
- Deductions from compensation
- Paid Time Off
- Sick Leave
- Meal or rest periods
- Bonuses
- Overtime
- Failure to compensate

The Authority will fully investigate any and all complaints regarding compensation and communicate the results of that investigation to the employee.

## **BENEFITS**

### **GROUP INSURANCE BENEFITS**

The following is a brief description of the plans available to eligible employees and is not meant to replace the actual wording of the benefit plan, which makes the final determination of the benefits to be provided. The Authority reserves the right to change benefits and required contributions at any time in its sole discretion.

#### **MEDICAL**

Introductory and Regular, full-time Exempt, and Non-Exempt employees as well as Part-time employees who work 30 or more hours per week are eligible for participation in the group insurance plan on the first of the month following 30 days of service with the Authority.

New Introductory employees during their first 30 days, Part-Time employees who work less than 30 hours per week and Temporary employees are not eligible for this benefit.

#### **OTHER GROUP INSURANCE BENEFITS**

The Authority also offers the following benefits:

1. Dental
2. Vision
3. Long-Term Disability
4. Life Insurance

#### **CONTINUATION OF INSURANCE UPON TERMINATION (COBRA)**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your beneficiaries the opportunity to continue Health insurance coverage under the Authority's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in your hours or a leave of absence; your divorce or legal separation; and a dependent child no longer meets eligibility requirements.

Under COBRA, you or your beneficiary pays the full cost of coverage at the Authority's group rate plus an administration fee. You will receive a written notice describing rights granted under COBRA when you become eligible for coverage under the Authority's health insurance plan. The notice contains important information about your rights and obligations.

#### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Authority cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. The Authority provides EAP to all employees at no cost. EAP includes a wide range of services to guide employees through personal problems such as alcohol and other substance abuse, marital and family difficulties, financial troubles, and emotional distress.

EAP is strictly confidential and is designed to safeguard an employee's privacy and rights.

## **457(B) TAX DEFERRED COMPENSATION PLAN**

The Authority provides the opportunity for all employees, who meet eligibility requirements; to enroll in a payroll tax deferral plan called “457(b) Deferred Compensation Plan” The 457 (b) plan is administered in accordance with Section 457 of the Internal Revenue Code. It provides for the deferral of payment of a portion of an employee's compensation until termination or retirement, and the monies so deferred are invested in a selection of stock and bond funds. Federal and State taxes on such deferred compensation contributions to the plan, as well as interest earnings thereon, are not paid until the monies are withdrawn. All contributions to this plan are on a voluntary basis and are made by payroll deduction. The current plan is administered by Newport Group and can be changed at any time upon the direction of the Board. Please see the current Plan document for detailed information.

### **Eligibility Requirements:**

1. Must be at least 21 years of age.
2. Must have completed 6 months of service with the Authority.

## **401(A) RETIREMENT PLAN**

The Authority provides a Defined Contribution Plan for eligible employees in order to assist in planning for their retirement. The Plan is coordinated with Social Security and is funded solely by the Authority. The Authority will contribute 5% of an employee's annual salary to the employee's 401(a) plan. In addition to the 5% Authority contribution, the Authority will match dollar for dollar up to an additional 5% of the employee's annual salary (for a total of 10%) in the Plan on behalf of the employee, provided the employee defers 5% or more to his/her 457(b) plan annually. The Authority reserves the right to discontinue or modify the contributions at any time at its sole discretion.

### **Employer Contribution Vesting\*:**

- 1 year of service 20%
- 2 years of service 40%
- 3 years of service 60%
- 4 years of service 80%
- 5 years of service 100%

\*Note the vesting schedule reflects years of actual service credit with the Authority, not plan participation time.

### **Eligibility Requirements:**

1. Must be at least 18 years of age; and
2. Must have completed 6 months of service with the Authority.

Please refer to plan documents for more detailed information.

**PAID TIME OFF (PTO)**

The Authority recognizes the importance of taking time away from work. PTO benefits are provided to full-time regular employees. These employees begin to earn PTO benefits, as follows:

Length of Employment	Pay Period Accrual Max (Hours)	Annual Accrual Max (Hours)	Lifetime Cap (Hours)	Max cash-out (Hours)
< 2 years	3.33	80	120	N/A
2 — 4 years	5.00	120	180	N/A
5 — 7 years	5.67	136	204	N/A
8 — 10 years	6.33	152	228	N/A
11+ years	7.00	168	252	88

Length of Employment	Annual Accrual Max (hours)	Pay Period Accrual Max (hours)	Life Time Cap (hours)	Max Cash Out (Hours)
<2 Years	80	3.08	120	N/A
2-4 Years	120	4.62	180	N/A
5-7 Years	136	5.23	204	N/A
8-10 Years	152	5.85	228	N/A
11+ Years	168	6.46	252	88

Eligible employees begin accruing PTO at the beginning of employment.

PTO is a flexible bank of paid time off that employees can use for any reason, including vacation, personal time off, or other personal matters. Employees may also use PTO should they run out of paid sick leave.

Employees shall note the following guidelines for PTO benefits:

1. Part-time and Temporary employees are not eligible for PTO benefits.
2. A day’s pay for the purpose of PTO is the number of hours normally scheduled to be worked during the workday, at an employee’s regular straight base compensation.
3. PTO must be used in increments of one (1) hour.
4. Employees may use PTO once it is accrued. There is no probationary period for PTO use. Employees may not use PTO before its accrued. Employees will not be paid for any time taken in excess of accrued PTO, or prior to PTO eligibility.
5. PTO may run concurrently with other leaves pursuant to local, state or federal law.
6. Employees are encouraged to utilize all earned PTO each year. The Authority may

exercise their right to designate the use of PTO to encourage employees to take time away from work.

7. Paid time off accrual is capped. See above for information on the maximum amount of PTO that can be accrued based on length of employment. No additional PTO will be accrued until the PTO balance is below the cap.
8. PTO shall be scheduled at least 30 days in advance when possible (unless approved otherwise by the Direct Supervisor or Executive Director) and can be taken only with the written approval of the employee's Direct Supervisor or Executive Director.
9. Partial cash out of the PTO balance is available for employees with 11+ years of service.
10. PTO does not accrue while an employee is on a leave of absence or unpaid leave.
11. Earned and unused PTO will be paid upon termination of employment.

### **HOLIDAYS**

All regular, full-time employees will receive holiday benefits at their normal rate for the following holidays, if the holiday falls on their scheduled workday, and a day the holiday is observed by the Authority, subject to the restrictions described below:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

In addition to the holidays listed above, the Authority offers one floating holiday per year. Employees will be provided a floating holiday at the beginning of each year. If the floating holiday is not used, it will be paid at the end of each year.

Employees shall note the following guidelines for holiday benefits:

1. Part-time and Temporary employees are not eligible to receive paid holiday benefits.
2. Eligible full-time employees shall receive pay for the hours they normally work on the day the holiday is observed, at their normal hourly rate for the holidays noted above.



3. If an eligible non-exempt employee works on a day recognized by the Authority to be a holiday, the employee will be paid holiday pay and the appropriate hourly rate for all hours actually worked on the holiday.
4. Non-exempt employees who work on a holiday will receive an additional day's worth of pay based on hours worked on the holiday. Holiday pay is paid at straight time pay regardless of any overtime worked.
5. Exempt employees are not eligible for holiday pay if they work on a holiday. They will receive their normal salary.
6. If a holiday falls during an employee's approved PTO, the employee will be paid for the holiday and will not be charged with a PTO day for the day the holiday is observed by the Authority.
7. If a holiday falls on Saturday or Sunday, the holiday will be observed as determined by management.
8. The Authority may choose to close the office on days other than those listed above. In such an instance, the Direct Supervisor or Executive Director will advise employees if such time off will be with or without pay.
9. Employees must work his or her regularly scheduled working days immediately preceding or following the holiday, unless an absence is approved or otherwise protected by law. Employees will not be paid for holidays that occur while on a leave of absence or on an unpaid leave.

Example of holiday pay for a non-exempt employee:

*The below scenarios are based on a \$30.00 per hour wage*

<b>Holiday pay scenarios for a 8-hour shift</b>					
Scenarios	Hours worked	Regular pay	Holiday pay	Overtime pay	Total
No overtime (zero hrs.)	8	240	240	-	\$ 480
Partial overtime (4 hrs.)	8	240	240	75	\$ 555
Full overtime (8 hrs.)	8	240	240	360	\$ 840
<b>Holiday pay scenarios for a 10-hour shift</b>					
Scenarios	Hours worked	Regular pay	Holiday pay	Overtime pay	Total
No overtime (zero hrs.)	10	300	300	-	\$ 600
Partial overtime (5 hrs.)	10	300	300	75	\$ 675
Full overtime (10 hrs.)	10	300	300	450	\$ 1,050
<b>Holiday pay scenarios for a 12-hour shift</b>					
Scenarios	Hours worked	Regular pay	Holiday pay	Overtime pay	Total
No overtime (zero hrs.)	12	360	360	-	\$ 720
Partial overtime (6 hrs.)	12	360	360	75	\$ 795
Full overtime (12 hrs.)	12	360	360	540	\$ 1,260

*The below scenarios are based on a \$30.00 per hour wage*

<b>Holiday pay scenarios for a 8-hour shift</b>					
Scenarios	Hours worked	Regular pay	Holiday pay	Overtime pay	Total
No overtime (zero hrs.)	8	240	240	-	\$ 480
Partial overtime (4 hrs.)	8	240	240	60	\$ 540
Full overtime (8 hrs.)	8	240	240	120	\$ 600
<b>Holiday pay scenarios for a 10-hour shift</b>					
Scenarios	Hours worked	Regular pay	Holiday pay	Overtime pay	Total
No overtime (zero hrs.)	10	300	300	-	\$ 600
Partial overtime (5 hrs.)	10	300	300	75	\$ 675
Full overtime (10 hrs.)	10	300	300	150	\$ 750
<b>Holiday pay scenarios for a 12-hour shift</b>					
Scenarios	Hours worked	Regular pay	Holiday pay	Overtime pay	Total
No overtime (zero hrs.)	12	360	360	-	\$ 720
Partial overtime (6 hrs.)	12	360	360	90	\$ 810
Full overtime (12 hrs.)	12	360	360	180	\$ 900

### **SICK LEAVE**

California provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act.

You cannot be discriminated or retaliated against for requesting or using paid sick time. If you have any questions about paid sick leave, please contact your Director Supervisor or the Human Resources representative.

### **Eligible Employees**

All employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment will be entitled to paid sick time.

**However, employees are not eligible to take paid sick leave until they have worked for the Authority for 90-days from their date of hire.**

### **Sick Pay Amount**

Eligible employees will receive sick leave as follows:

1. Full-time employees will receive the equivalent of six workdays of paid sick leave per year.
2. Part-time and temporary employees will receive the equivalent of three workdays of paid sick leave per year.

The first three days of paid sick leave will be subject to the provisions of the Act. Use of paid sick leave in excess of the first three days of paid sick leave may require documentation, advance notice, and other requirements imposed by the Authority.

Eligible employees will receive their sick leave at the start of their employment and at the beginning of each year thereafter. Any unused paid sick leave at the end of each year will not carry over into the following year.

Paid sick leave is to be used in one (1) hour increments.

You will need to meet the 90-day employment requirement before taking any leave.

The Authority does not pay employees for unused paid sick leave. Employees who are rehired with one (1) year of separation from employment may be eligible for reinstatement of previously accrued and unused paid sick time.

### **Qualifying Reasons for Paid Sick Leave**

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of crime or abuse.

For purposes of paid sick leave, a covered "family member" includes:

- A "child" defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if they are not your legal child.
- A "parent," defined as a biological, foster or adoptive parent; a stepparent; or a legal

guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if they are not your legal parent.

- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.
- A designated person.
  - “Designated person” is defined as any individual related by blood or whose association with an employee is equivalent of a family relationship.
  - An employee must identify the designated person at the time the employee requests for leave.
  - An employee is limited to one designated person per 12-month period.

### **Use of Paid Sick Leave**

If the need for paid sick leave is foreseeable, you must provide advance oral or written notification to your Direct Supervisor or the Human Resources representative. If the need for paid sick leave is not foreseeable, provide notice to your Direct Supervisor or the Human Resources representative as soon as practical.

Use of paid sick time may run concurrently with other leaves under local, state or federal law.

## **SUPPLEMENT WAGE BENEFITS**

### **MEDICAL LEAVE SALARY CONTINUATION**

In addition to the Authority’s PTO and Sick Leave benefits, the Authority provides salary continuation for employees who are unable to work for an extended period of time due to their own serious illness or qualifying disability.

#### **Eligibility**

Only full-time employees with one (1) year of service are eligible for Medical Leave Salary Continuation. Employees meet the eligibility requirements of (and be approved for) Employment Development Department (EDD)’s State Disability Insurance (SDI). Employees must also be on an approved medical leave of absence.

Eligible employees may use this benefit once in any rolling 12-month period. Employees who call in sick are not eligible to use this benefit.

#### **Use of Salary Continuation**

Salary continuation benefit is intended solely to provide income protection in the event of an employee’s serious injury or illness. The Authority will supplement the difference in wages that are not covered by EDD’s SDI benefit. The Authority’s payment to an employees shall not exceed his or her normal weekly earnings. Employees must provide proof of SDI payment before receiving the

salary continuation.

Employees must exhaust any available sick leave in excess of the first 24 hours before receiving salary continuation.

Employees must apply for this benefit. It is not automatically provided. To apply, see the Human Resources representative.

Unused salary continuation benefit will not be paid to employees while they are working and employed elsewhere or upon termination of employment.

### **Amount of Salary Continuation**

Eligible employees shall receive salary continuation as described below.

<b>Length of Employment</b>	<b>Calendar weeks of paid salary continuation per rolling 12-month period</b>
< 2 years	4 weeks
2 – 4 years	6 weeks
5 – 7 years	8 weeks
8 – 10 years	10 weeks
11+ years	12 weeks

### **SALARY CONTINUATION FOR FAMILY LEAVE**

The Authority provides salary continuation for employees who need to take time off work due to caring for a qualified family member.

#### **Eligibility**

Part-time employees with two (2) years of service and full-time employees with one (1) year of service are eligible for Salary Continuation for Family Leave. Employees must meet the eligibility requirements of (and be approved for) EDD’s Paid Family Leave (PFL) benefit. Employees must be on an approved leave of absence to care for a qualified family member under California Family Rights Act (CFRA).

An eligible employee must be the primary caregiver of the family member. For the purpose of this policy, “family member” is defined as child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner. Documentation may be required by the Authority.

Requests for salary continuation under this policy must be initiated within six (6) months of the qualifying event.

Salary continuation is only available for employees on continuous leave. It is not available for employees on intermittent leave.

### **Use of Salary Continuation**

Salary continuation is available for leave due to caring for a seriously ill family member; or the birth of a child, or placement of a child with the employee or foster care. The Authority will supplement the difference in wages that are not covered by EDD’s PFL benefit. The Authority’s payment to an employee shall not exceed his or her normal weekly earnings. Employees must provide proof of PFL payment before receiving the salary continuation.

Employees must apply for this benefit. It is not automatically provided. To apply, see the Human Resources representative.

Unused salary continuation benefit will not be paid to employees while they are working and employed elsewhere or upon termination of employment.

### **Amount of Salary Continuation**

Eligible employees shall receive salary continuation as described below.

<b>Length of Employment</b>	<b>Calendar weeks of paid salary continuation per rolling 12-month period</b>
1 – 4 years	4 weeks
5+ years	8 weeks

## **EDUCATIONAL ASSISTANCE**

Employees are encouraged to further their knowledge in areas of mutual benefit to both the Authority and the employee.

The Authority may offer educational assistance benefits. See the Human Resources representative for more information.

## **TOOLS, EQUIPMENT, AND THE AUTHORITY -OWNED VEHICLES**

### **TOOLS AND EQUIPMENT**

It is the policy of the Authority to provide employees with all necessary equipment to perform their jobs.

Employees are reminded, however, that all equipment provided by the Authority is the property of the Authority, and is to be treated with care and consideration.

Defacing equipment will not be tolerated and failure to comply with this policy is cause for disciplinary action, up to and including termination.

In addition, Non-Exempt employees shall note they are not permitted to access the Authority computer system from a remote location unless specifically authorized to do so by the Direct Supervisor. The Authority prohibits working off the clock.

## **USE OF THE AUTHORITY VEHICLES**

Employees in various positions are given the use of the Authority-owned vehicles to conduct Authority business. These vehicles are to be treated with care and consideration. The Authority prohibits defacing such vehicles in any way, including the placement of decals or bumper stickers anywhere on the vehicle (with the exception of decals or bumper stickers required for disabled employees). Defacing the Authority-owned vehicles will not be tolerated and failure to comply with this policy is cause for disciplinary action, up to and including termination.

All employees that drive an Authority vehicle are required to attend an approved defensive driving class, provided by the Authority's insurance carrier, every four years.

Those employees operating these vehicles on a daily basis are responsible for maintaining a clean vehicle and checking basic maintenance daily. Maintenance will be provided by the Authority.

All the Authority vehicles are to be driven by authorized employees only; no other individuals are permitted to drive the Authority vehicles. Employees driving the Authority-owned vehicles or riding in the Authority-owned vehicles are not permitted to smoke/utilize tobacco products and may not be under the influence of alcoholic beverages, marijuana, or any other controlled substance while in the Authority-owned vehicle. If an employee has questions regarding this policy, the Direct Supervisor is to be contacted.

All employees who drive the Authority-owned vehicles, personal, or rental vehicles for the Authority purposes must notify the Direct Supervisor immediately if they receive a driving under the influence (DUI) violation, or if their driver license expires, is revoked, or suspended.

Employees who drive the Authority vehicles must follow all traffic laws as well as have a current valid driver license.

When an employee is involved in an accident, he or she must immediately notify his or her Direct Supervisor, and should not make any statement concerning fault or responsibility to anyone but the Authority representative.

## **MEMBERSHIP, CREDIT AND GASOLINE CARDS**

The Authority may, from time to time, allow certain employees the ability to utilize the Authority-owned membership, credit, and/or gasoline cards. The use of these cards is to be for the Authority purposes only, and cards must be signed in and out. Misuse of these cards in any way is cause for disciplinary action, up to and including termination.

## **CAR MILEAGE ALLOWANCE**

Employees utilizing personal vehicles for the Authority use will be paid car mileage allowance at the applicable IRS-established mileage reimbursement rate for each mile of such use. This per-mile rate is intended to cover all related automobile expenses.

## **THE AUTHORITY SAFETY BOOTS AND ATTIRE**

The Authority dress code for all field employees consists of full-length pants with no rips or tears, sleeved shirts, and jackets as needed. The Authority provides the employees with Authority logo shirts to wear at work. Also, all such employees must wear steel-toed boots and full-length pants for safety reasons while on duty and the Authority provides monetary assistance for the incremental cost of the purchase of composite boots or steel-toed boots annually. Composite boots are required for the electricians and steel-toed boots are required for all other O&M employees.

The Authority dress code for office employees consists of appropriate business casual attire. The Authority provides office employees with logo attire that may be worn in the office.

Additionally, in the interest of the projection of a professional image to those we serve and others with whom we come in contact, we ask that all employees observe good habits of grooming and personal hygiene.

If management deems your work attire as inappropriate, you may be sent home to change and return to work with proper work attire.



## **LEAVES OF ABSENCE**

### **PREGNANCY DISABILITY LEAVE OF ABSENCE**

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave (PDL) should advise the Human Resources representative as early as possible. Please make an appointment with the Human Resources representative to discuss the following conditions:

- The length of pregnancy disability leave will be determined by the advice of your physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by your pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability;
- The Authority will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy;
- If you need to take PDL, you must inform the Authority when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), you must provide at least 30 days advance notice before the PDL or transfer is to begin. Consult with the Human Resources representative regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Authority. Any such scheduling is subject to the approval of your health care provider;
- For emergencies or events that are unforeseeable, we need you to notify the Authority, at least verbally, as soon as practical after you learn of the need for the leave;
- Failure to comply with these notice requirements may result in delay of PDL, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by your health care provider. You must provide the Authority with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Authority. Failure to do so may, in some circumstances, delay PDL, reasonable accommodation or transfer. Please see the Human Resources representative for a medical certification form to give to your health care provider;
- Leave returns will be allowed only when your health care provider sends a release;
- You are allowed to use accrued sick time (if otherwise eligible to take the time) during PDL. You are allowed to use accrued PTO or personal time (if otherwise eligible to take the time) during PDL; and
- Leave does not need to be taken in one continuous period of time and may be taken

intermittently, as needed. Leave may be taken in increments of 15 minutes.

If intermittent leave or leave on a reduced work schedule is medically advisable you may, in some instances, be required to transfer temporarily to an available alternative position that meets your needs. The alternative position does not need to have equivalent job duties, but must have the equivalent rate of pay and benefits, and you must be qualified for the position. The position must better accommodate your leave requirements than your regular job. Transfer to an alternative position can include altering an existing job to better accommodate your need for intermittent leave or a reduced work schedule.

When your health care provider releases you to return to work, from PDL, you will be reinstated to your same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

If you are on PDL, you will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of the leave. In some instances, the Authority can recover premiums paid to maintain your health coverage if you fail to return from PDL. PDL may impact other benefits or a seniority date. Employees who lose health coverage due to exhaustion of protected leave or termination of employment will be offered COBRA continuation coverage. Please contact the Human Resources representative for more information.

### **CFRA LEAVE OF ABSENCE**

California's California Family Rights Act (CFRA) provides up to 12 work weeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the Authority for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply); and
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave.

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

- Your serious health condition that makes you unable to perform your job;
- To care for your family member who has a serious health condition. For purposes of CFRA leave, a "family member" includes your:
  - Spouse;
  - Parent;
  - Child of any age;
  - Registered domestic partner;
  - Grandparent;

- Grandchild;
- Sibling;
- Parent-in-law;
- Designated person;
  - “Designated person” is defined as any individual related by blood or whose association with an employee is equivalent of a family relationship.
  - An employee must identify the designated person at the time the employee requests for leave.
  - An employee is limited to one designated person per 12-month period.
- The birth of your child, or placement of a child with you for adoption or foster care;
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. (See *Qualifying Exigencies Related to Active Duty* below.)

Please note that incapacity due to pregnancy, prenatal medical care or childbirth is not an eligible reason for CFRA leave. (See the *Pregnancy Disability Leave Policy* for more information).

For additional information about eligibility for CFRA leave, contact the Human Resources representative.

### **Qualifying Exigencies Related to Active Duty**

Eligible employees whose spouse, domestic partner, child or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

### **Calculating the 12-month Period**

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, the Authority uses rolling year.

### **Pregnancy, Childbirth or Related Conditions and Baby Bonding**

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See *Pregnancy Disability Leave* policy for more information.)

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Authority will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two

occasions. The Authority may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

### **Leave Procedures**

The following procedures shall apply to CFRA leave:

- Please contact the Human Resources representative as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the Authority at least 30 days before leave is to begin. You must consult with your Direct Supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Authority. Any such scheduling is subject to the approval of your health care provider or the health care provider of your family member.
- If you cannot provide 30 days' notice, the Authority must be informed as soon as is practical.
- If the CFRA request is made because of your own serious health condition, the Authority may require, at its expense, a second opinion from a health care provider that the Authority chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Authority.
- If the second opinion differs from the first opinion, the Authority may require you, at the Authority's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and the Authority.

### **Certification**

The Authority requires you to provide certification. You will have 15 calendar days from the Authority's request for certification to provide it to the Authority, unless it is not practical to do so. The Authority may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. *(For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.)* If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Authority may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

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

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are on leave because of your own serious health condition, the Authority will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work from your health care provider may result in denial of reinstatement until the certificate is obtained.

### **Leave Related to Military Service**

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Special certification requirements apply to leaves related to military service.

### **Health and Benefit Plans**

If you are taking CFRA leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 work weeks) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Authority will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Authority may recover premiums paid to maintain health coverage if you fail to return to work following CFRA leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Employees who lose health coverage due to exhaustion of protected leave or termination of employment will be offered COBRA continuation coverage.

Payment is due when it would be made by payroll deduction.

### **Substitution of Paid Leave**

Generally, CFRA leave is unpaid. The Authority may require, or you may choose, to use accrued paid leave while taking CFRA leave. In order to use paid leave for CFRA leave, you must comply with the Authority's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact the Human Resources representative.

### **Reinstatement**

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

### **Time Accrual**

Employees do not accrue PTO while on a leave of absence, including CFRA leave.

Please contact the Human Resources representative with any questions regarding accrual of other the Authority provided paid leave benefits (such as PTO or sick leave) during unpaid CFRA leave.

### **Carryover**

Leave granted under any of the reasons provided by CFRA will be counted as family/medical leave and will be considered as part of the 12-work week entitlement in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

### **Intermittent Leave**

You may take CFRA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one (1) hour.

See also the discussion of *Pregnancy, Childbirth or Related Conditions and Baby Bonding* above.

### **MEDICAL LEAVE OF ABSENCE FOR NON-OCCUPATIONAL DISABILITIES** **(non-pregnancy/non-CFRA)**

Any employee who is temporarily disabled and unable to work due to a non-occupational, non-pregnancy related medical condition, may, upon request, be granted a leave of absence without pay for the period of his or her disability, pursuant to Americans with Disability Act (ADA) and/or Fair Employment and Housing Act (FEHA) requirements. The term medical condition as used herein encompasses all temporary medical disabilities, excluding pregnancy, childbirth, and related medical conditions.

An employee who is granted a medical leave of absence must utilize any earned sick leave (in excess of the first 24 hours of paid sick leave) and/or PTO benefits during a medical leave of absence. PTO, holiday and sick leave benefits will not continue to accrue during any leave of absence.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee

commences the leave and the following month, at the employer's expense. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the period of disability, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Human Resources representative arrangements to pay for the employee's cost of such coverage before the leave commences.

An employee who requires a leave of absence for medical reasons must notify the Human Resources representative in writing, of the need for such a leave as soon as the employee learns that he or she is, or will become, temporarily disabled and unable to work due to a medical condition. Such notice must specify the reason for the leave, the date such leave will begin, and the expected duration of the disability. The specified reason for the leave should not indicate the specific medical diagnosis. An employee who requests such a leave may be required to provide initially and from time-to-time proof of disability in the form of a valid physician's statement. An employee who is on leave of absence for a period in excess of one month must notify the employer by the end of each month thereafter both of the status of the disability and his or her continued intent to return to work with the employer once he or she recovers from the disability. An employee returning from a medical leave of absence shall be required to provide a valid physician's statement that indicates that he or she is fit to return to work.

Although the employer is unable to guarantee reinstatement, an employee who returns to work at the end of his or her leave of absence will be returned to his or her former position, if possible, or will be offered the first available opening in a comparable position for which he or she is qualified. Requests for extensions of a leave of absence will be considered if they are received by the Human Resources representative in writing, before the expiration of the approved leave, are supported by proof of continued disability in the form of a valid physician's statement, and request extensions that do not cause the total period of absence to exceed the period noted above.

Employees who lose health coverage due to exhaustion of unprotected leave or termination of employment will be offered COBRA continuation coverage.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

### **BEREAVEMENT LEAVE OF ABSENCE**

In the event of a death of an immediate family member of an employee, a paid leave of up to three days and an additional two days of unpaid leave may be granted for the purpose of making arrangements for or to attend the funeral with the approval of the Authority. An employee's immediate family shall consist of parent, child, spouse, registered domestic partner, sibling, current

mother-in-law, current father-in-law, grandparent and grandchild. The employee's Direct Supervisor may approval additional time off with the use of available PTO.

Bereavement leave must be taken and completed within three months of the death of a family member but leave does not need to be taken consecutively.

The Authority may require documentation of the death of the family member within 30 days of the first day taken for bereavement leave.

### **JURY DUTY LEAVE OF ABSENCE**

All employees must notify their Direct Supervisor as soon as a notice or summons from the court is received to ensure the Authority staffing positions will be covered sufficiently. Exempt and non-exempt employees who have completed 30 days of service with the Authority will receive full pay while serving up to five days of jury duty. Employees are required to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

### **CRIME OR ABUSE VICTIMS' LEAVE AND ACCOMMODATION**

If you are the victim of crime or abuse, you are eligible for unpaid leave. While the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You are considered a victim of crime or abuse who is eligible for unpaid leave if you are:

- A victim of stalking, domestic violence, or sexual assault;
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury;
- A person whose immediate family member is deceased as a result of a crime. "Immediate family member" includes:
  - Regardless of age, your biological, adoptive, or foster child, stepchild, or legal ward, a child of a registered domestic partner, a child to whom you stand in loco parentis, or a person to whom you stood in loco parentis when the person was a minor;
  - Your biological, adoptive, or foster parent, stepparent, or legal guardian or that of your spouse or registered domestic partner, or a person who stood in loco parentis when you or your spouse or registered domestic partner was a minor child;
  - Your legal spouse or registered domestic partner;
  - Your biological, foster, or adoptive sibling, a stepsibling, or half-sibling; or
  - Any other individual whose close association with you is the equivalent of a family relationship described in any of the bullets above.

You may request leave if you are involved in a legal action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your or your child's health, safety, or welfare. Please



provide reasonable advance notice of the need for leave, unless advance notice is not feasible. Contact the Human Resources representative.

If you need a reasonable accommodation for your safety at work, contact the Direct Supervisor. If you are requesting a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, the Authority will also require certification demonstrating that you are the victim of crime or abuse. The Authority may request recertification every six months. Please notify the Human Resources representative if an approved accommodation is no longer needed.

The Authority will engage in an interactive process with you to identify possible accommodations, if any, that are effective and will make reasonable accommodations unless an undue hardship will result.

The Authority will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

### **CRIME OR ABUSE VICTIMS' LEAVE FOR TREATMENT**

You may request leave for any of the following purposes:

- To seek medical attention for injuries caused by crime or abuse;
- To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
- To obtain psychological counseling or mental health services related to experiencing crime or abuse;
- To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact the Human Resources representative.

The Authority will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

### **CRIMINAL JUDICIAL PROCEEDINGS AND VICTIMS' RIGHTS LEAVE**

If you are the victim, or the family member of a victim of certain serious crimes, you may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

If you are the family member of a crime victim, you may be eligible to take this leave if you are the crime victim's spouse, parent, child or sibling. Other family members may also be covered, depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absences from work to attend judicial proceedings or proceedings involving victim rights are unpaid, unless you choose to use accrued and unused paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required and which type of paid time off can be used), please contact the Human Resources representative.

### **TIME OFF FOR VOTING**

The Authority will provide up to two hours of paid time off from work for employees to participate in voting in a statewide election, if the employee would otherwise have no time of his or her own to vote, e.g., the employee was scheduled to work the entire time the voting polls were open. This paid time off must be taken at either the beginning or the end of the employee's shift, unless both the Direct Supervisor and the employee agree that another time should be taken. The employee requesting paid time off to vote must give the Authority two days' advance notice prior to election day if the employee knows, or would reasonably know, that he or she will need paid time off to vote on Election Day.

### **OTHER LEAVES OF ABSENCE**

Employees of the Authority may be eligible for other leaves of absence not included in this section such as:

1. Military Leave
2. Military Spouse Leave
3. Civil Air Patrol Leave
4. Volunteer Civil Service Personnel
5. Organ and Bone Marrow Donation Leave
6. School and Child Care Activities Leave
7. School Appearances Involving Suspension
8. Witness Leave

Please contact the Human Resources representative for more information on these leaves of absence.

## **STANDARDS OF PERFORMANCE**

### **STANDARDS OF CONDUCT**

The Authority expects employees to observe a standard of conduct which will maintain an orderly, positive and productive workplace. Such a standard of conduct will benefit and protect both the Authority and the employees. For this reason, it may be helpful to identify some examples of types of conduct that are impermissible and that may lead to disciplinary action, including possible immediate discharge. Although it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some examples:

1. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner;
2. Disrespectful or discourteous behavior toward a co-worker, supervisor, landowner representative, visitor, vendor, or the general public;
3. Possession, distribution, sale, use or being under the influence of alcoholic beverages, marijuana or illegal drugs or possession of drug paraphernalia while on the Authority property, while on duty, or while operating a vehicle leased or owned by the Authority;
4. Disclosing trade secrets or release of confidential information about the Authority or its customers;
5. Theft or unauthorized removal or possession of property (including food which has not been approved to take home by the Direct Supervisor or Executive Director) from the Authority, fellow employees, landowner representatives or anyone on the Authority property;
6. Altering or falsifying any timekeeping record, allowing someone else to enter information on their timecard, removing any timekeeping record from the designated area without proper authorization or destroying such a record;
7. Absence for one (1) workday without notice to the Authority, unless a reasonable excuse is offered and accepted by the Authority;
8. Falsifying or making a material omission on an employment application or making erroneous entries or material omissions on forms, reports, the Authority's records or customer records;
9. Misusing, destroying or damaging property of the Authority, a fellow employee, a landowner, vendor, visitor or the general public;
10. Actual or threatened physical violence toward another employee, a landowner representative, visitor, vendor or the general public;

11. Bringing on the Authority property dangerous or unauthorized materials, such as explosives, firearms or other similar items without the written permission of the Direct Supervisor or the Executive Director;
12. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard;
13. Sleeping while on duty;
14. Sexual harassment or other unlawful harassment of another employee, a landowner representative, visitor, vendor, or the general public;
15. Neglect of Duty;
16. Unsatisfactory performance;
17. Unprofessional or inappropriate conduct toward another employee, landowner representative, vendor, visitor, or the general public;
18. Unauthorized duplication of the Authority keys;
19. Failure to file a police report when in an automobile accident involving an Authority-owned vehicle, a personal or a rental vehicle when driving for the Authority business;
20. Failure of an employee who operates an Authority-owned vehicle, a personal or a rental vehicle for the Authority business to immediately notify the Direct Supervisor if their driver's license was suspended, revoked or expired, or if they received a driving-under-the-influence (DUI) citation;
21. Failure of an employee operating a personal or a rental vehicle for the Authority business to immediately notify the Direct Supervisor that their automobile insurance expired or was canceled;
22. Failure of an employee to abide by the safety rules as set forth in this Handbook and in the Authority's Written Illness and Injury Prevention Program;
23. Failure of an employee to abide by the work schedules set forth by their Direct Supervisor;
24. Failure of an employee to maintain their work area in a sanitary manner, in line with the general practices of good housekeeping;
25. Excessively absent from work and/or tardy to work;
26. Misrepresenting or providing false or dishonest information regarding an absence;

27. Improper dress.

Employment is at the mutual consent of the employee and the Authority. Accordingly, either the employee or the Authority can terminate the employment relationship at will, at any time, with or without cause or advance notice.

### **CORRECTIVE PROCESS**

The corrective process may take the form of an informal discussion. If the problem persists, a Record of Work Violation may then be issued confirming you have been made aware of any problem, that an interview has taken place and that you understand what must take place for satisfactory resolution. Both employee and the Direct Supervisor will sign the form. If the employee refuses to sign, it should be duly noted on the form. The employee will get a copy and the original will be sent to the employee's personnel file. It is understood at the time of initial hire that each employee will have been instructed regarding work standards, including safety precautions, tardiness, and absenteeism. A second written corrective may also be issued, with termination a possible final consequence.

The Authority reserves the right, in its sole discretion, to follow or not follow the corrective process set forth above.

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

The Authority is committed to providing a work environment that is free of unlawful harassment, discrimination, retaliation, disrespectful or unprofessional conduct based on:

- Race
- Religion (including religious dress and grooming practices)
- Color
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation
- National origin
- Ancestry
- Physical or mental disability
- Medical condition
- Genetic information/characteristics
- Marital status/registered domestic partner status
- Age (40 and over)
- Sexual orientation
- Military or veteran status
- Reproductive health decision-making
- Any other basis protected by federal, state or local law or ordinance or regulation

The Authority also prohibits discrimination, harassment, disrespectful or unprofessional conduct

based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Authority prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

**All such conduct violates the Authority policy.**

### **Harassment Prevention**

The Authority's policy prohibiting harassment applies to all persons involved in the operation of the Authority. The Authority prohibits harassment, disrespectful or unprofessional conduct by any employee of the Authority, including supervisors, managers and co-workers. The Authority's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

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

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

### **Non-Discrimination**

The Authority is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the Authority operations. The Authority prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Authority, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race

or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Authority is not obligated to disclose the wages of other employees.

### **Anti-Retaliation**

The Authority will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

### **Reasonable Accommodations**

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

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

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact management and discuss the need for an accommodation. The Authority will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact management and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Authority will make the accommodation.

The Authority will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

### **Complaint Process**

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to management as soon as possible after the incident. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact management. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but it is not mandatory.

The Authority encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Civil Rights Department investigate and prosecute complaints of prohibited harassment,

discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

Management must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to upper management so the Authority can try to resolve the complaint.

When the Authority receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Authority will reach reasonable conclusions based on the evidence collected.

The Authority will maintain confidentiality to the extent possible. However, the Authority cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Authority determines that harassment, discrimination, retaliation or other prohibited conduct has occurred; appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Authority will also take appropriate action to deter future misconduct.

Any employee determined by the Authority to have engaged in harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

## **ATTENDANCE POLICY**

Attendance and punctuality are important to the efficient operation of any business. Good attendance and punctuality are essential components of solid employee performance and are measured by objective standards. All employees should be at their workstation and ready to work at the start of their shift. Poor attendance and tardiness disrupt productivity and make it difficult to function effectively; therefore, excessive absenteeism and tardiness will not be acceptable employee conduct.



## ABSENCES

Absence is the failure to report for work and to remain at work as scheduled, including late arrivals early departures, as well as absence for an entire day. On occasion, employees may have reason to be absent from work. On these occasions, employees are expected to personally contact their Direct Supervisor prior to the employee's scheduled starting time with an explanation regarding the absence. The use of texting and telephone are acceptable to communicate an absence. If an employee is unable to reach their Direct Supervisor within this time period, the employee shall telephone the office and leave a message. If an employee becomes sick during the day, their Direct Supervisor must be notified before the employee leaves the work site. Failure to follow these procedures will result in treatment of the day as an unexcused absence and can result in disciplinary action, including termination.

Excessive "unexcused" absences may subject an employee to disciplinary action, including possible termination. An "unexcused" absence is defined as any absence for which advance approval is not requested.

Failure of an employee to notify the Direct Supervisor regarding their absence within 24 hours of their regular starting time may subject an employee to immediate termination.

An employee who fails to report to work for three (3) consecutively scheduled workdays without notice to, or approval by, his or her Direct Supervisor will be considered voluntarily terminated (unless the absence is protected by law). The Authority will make reasonable efforts to contact an employee who fails to contact his or her Direct Supervisor and fails to report to work for three (3) consecutively scheduled workdays.

## TARDIES

Employees are responsible for being present at the correct time each day and ready to work at their assigned time. If employees are unable to report to work at their assigned time, they will be considered tardy. These individuals are to personally report the tardy to their Direct Supervisor (or the Executive Director if unavailable) as far in advance as possible, but in no case later than their scheduled starting time. Failure to make the appropriate notification may result in disciplinary action, up to and including possible termination.

**Absences protected by local, state and federal law do not count as a violation of the Absences and Tardies policies. Paid sick time protected under California law does not count as a violation of this policy.**

## GENERAL GUIDELINES

### **WORK SCHEDULE**

Employees' work schedules are determined by their Direct Supervisor. The Authority's office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Because the delivery of water-to-water users within the authority boundaries requires the facilities be attended seven (7) days a week, 24 hours per day, alternate work schedules have been developed and initiated to accommodate these requirements. Alternate work schedules consist of working 5 day shifts at 10 hours per shift and/or 4 night shifts at 12 hours per shift.

## **ALCOHOL AND DRUG ABUSE**

Drug and alcohol use is highly detrimental to the workplace and to the efficiency and productivity the employer desires to promote. The use, possession, distribution or sale of drugs (including marijuana) or alcohol, or being under the influence of drugs (including marijuana), alcohol or illicitly using prescription drugs is strictly prohibited while on duty, while on the employer's premises or while operating a vehicle of the employer. Violation of this policy will result in disciplinary action, up to and including termination. To help ensure a safe work environment, it is the policy of the Authority to prohibit its employees from using, possessing, selling, distributing, being under the influence of or transporting any prohibited items, while on the job, on the Authority-owned, leased, occupied or operated property, or while in or aboard the Authority vehicles of any kind. Such use, possession, sale, distribution, being under the influence of, and/or transportation of such articles by any person, poses a serious threat to the safety of the Authority employees and visitors to the Authority operations and/or facilities.

It is not the Authority's intent to interfere with employee conduct while off the job; however, since employees are accountable for their job performance, off-the-job alcohol or drug use which adversely affects job performance or jeopardizes an employee's safety or the safety of others on the job, will be grounds for disciplinary action, up to and including termination.

The Authority reserves the right to conduct searches and inspections of the Authority employees and equipment. As part of the Authority's policy on alcohol and drug abuse, the Authority may engage in testing as follows:

- Post-Offer drug and alcohol testing
- Post-Accident drug and alcohol testing
- Reasonable suspicion testing

Employees may be subject to drug and alcohol testing when there is reasonable suspicion that the employee is under the influence of alcohol or drugs, regardless if prescribed or not. In addition, when any employee has previously been found in violation to be under the influence of alcohol or drugs, regardless if prescribed or not, or by the employee's own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or return to the Authority's employment.

## **TELEPHONE POLICY**

Employees are requested to keep the receiving of personal telephone calls to emergencies only, and the making of all telephone calls to business only, except in the case of personal emergency. Friends and relatives shall be discouraged from calling during regular working hours unless there is an emergency.

## **USE OF TOBACCO PRODUCTS**

Smoking (including vaping) and use of tobacco is permitted in designated areas at least 25 feet away from the Authority facility's entryway. Smoking and use of tobacco products is prohibited in the Authority provided vehicles.

## **PROFESSIONAL CONDUCT**

The courtesy of the Authority's employees to each other, as well as landowner representatives, salespersons, and vendors from other companies is of the utmost importance. Discourteous, rude, or inattentive behavior toward another employee, customer, vendor or representative from other companies will not be tolerated. All employees are to remember that insubordination or unprofessional conduct toward those we serve, supervisors or fellow employees, may be cause for disciplinary action, up to and including possible termination.

It is also a policy of the Authority that as a requirement of professional conduct, employees maintain a high level of ethical standards. Lying, deceiving or otherwise withholding information from either management or another employee which could be detrimental to the business is prohibited. Disciplinary action, up to and including termination, may be implemented for employees who do not follow this policy.

## **GOOD HOUSEKEEPING**

Each employee is expected to keep their work area in a reasonably neat and clean fashion, and to turn off lights in their work area prior to leaving for the day. It is requested that employees clear their work areas as much as possible each evening.

## **PRESENCE ON THE AUTHORITY PROPERTY WHEN NOT ON DUTY**

Employees shall not remain on the Authority property during times other than when they are on duty.

## **PRESENCE OF FAMILY AND OTHER NON-EMPLOYEES ON THE AUTHORITY PROPERTY**

Employees shall not have non-employees such as relatives (including children) or friends on the Authority property for more than a minimal time. Such relatives or friends may visit briefly, drop off/pick up items, etc. If there is a need for more than a minimal visit from a family member, including children, or friend, please discuss options regarding this matter in advance with your Direct Supervisor.

## **THE AUTHORITY PROPERTY, SECURITY, PRIVACY AND SEARCHES**

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and the Authority vehicles are the Authority property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. The Authority reserves the right, at all times, and without prior notice, to open, inspect and search any and all the Authority property, as well as the contents, effects, or articles that are on the Authority property, for the purpose of determining whether this policy or any other Authority policy has been

violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

The Authority's computer systems and other technical resources, including any voicemail or e-mail systems, are provided for use in the pursuit of the Authority business and are to be reviewed, monitored and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail and e-mail are readily available to numerous persons. If, during the course of an individual's employment, an employee performs or transmits work on the Authority's computer systems or other technical resources, their work may be subject to the investigation, search and review of others in accordance with this policy. In addition, any electronically stored information and communications that an employee either sends to or receives from others may be retrieved and reviewed where such investigation serves the legitimate business interests and obligations of the Authority.

Employees have no right of privacy as to any information or file maintained in or on the Authority property or transmitted or stored through the Authority's computer systems, voice mail, e-mail or other technical resources. For purposes of inspecting, investigating or searching employee's computerized files or transmissions, voice mail, or e-mail, the Authority may override any applicable passwords or codes in accordance with the best interests of the Authority, its employees, or its landowners or visitors. All bills and other documentation related to the use of the Authority equipment or property are the property of the Authority and may be reviewed and used for purposes that the Authority considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, or other property of the Authority, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination.

### **SOLICITATION AND DISTRIBUTION OF LITERATURE**

In order to ensure efficient operation of the Authority's business and to prevent disruption to employees, the Authority has established control of solicitations and distribution of literature on the Authority property. The Authority has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her Direct Supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on the Authority property.

### **ACCEPTING OUTSIDE WORK**

The nature of the Authority's business requires the complete commitment of full-time employees. Accordingly, outside jobs are discouraged for full-time employees and must be reported to the Direct Supervisor or the Executive Director in writing if the outside job presents a conflict of interest.

### **CONFLICTS OF INTEREST**

Employees may not participate in any business or personal activities that conflict with the nature of the Authority's business without first securing approval of the Direct Supervisor or the Executive Director. Such activities may include, but are not limited to, the lending of similar services to any person or business other than those authorized by the Authority, or representing oneself as an employee of the Authority in order to make personal gains.

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of the Authority, which impairs an employee's ability to exercise good judgment on behalf of the Authority, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to the Human Resources representative for a determination about whether an actual conflict exists. If an actual conflict is determined, the Authority may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Because not all conflicting areas can be covered in this policy, employees shall contact the Direct Supervisor if they have any difficulty determining whether or not an activity is considered a conflict of interest.

### **DEDICATION OF SERVICES**

Employees agree that while they are employed by the Authority, during the Authority's normal business hours, each employee shall devote their entire productive time, ability and attention to the business of the Authority. The employee further agrees that during the period of employment by the Authority, they will not, without the Authority's prior written consent, directly or indirectly engage in any employment, consulting, or other activity which would conflict with an employee's employment obligations to the Authority.

### **PERSONAL USE OF THE AUTHORITY PROPERTY**

Employees are prohibited from using employer property, such as stationery, letterhead, name, logo, or equipment for personal use, without the express permission of the employee's Direct Supervisor or the Executive Director.

### **VIDEO SURVEILLANCE**

In order to promote the safety of employees and the Authority visitors, as well as the security of its facilities, the Authority may conduct video surveillance of any portion of its premises at any time. The video cameras will be positioned in appropriate places within and around the Authority buildings and used in order to help promote the safety and security of people and property. Common locations for video surveillance cameras, include, but are in no way limited to, storage areas, work areas, entrances, exits and delivery systems.

### **GPS TRACKING**

In order to promote the safety of employees and the Authority visitors, as well as the security of its facilities and property, the Authority may install and monitor GPS tracking devices on the Authority vehicles. Employees are prohibited from disabling or otherwise tampering with GPS tracking devices on the Authority vehicles.

If the Authority has any concern about theft, trespass, workplace violence, employee misconduct or any type of safety violation or security incident, the Authority will utilize its surveillance equipment as an investigatory tool. As well, the Authority will make use of its surveillance equipment to deter any future security incidents.

The Authority also reserves the right to actively monitor, through its surveillance cameras, any areas for safety reasons (to protect against failure, breakage, or accident) or confidentiality reasons (to protect documents or other proprietary information). Although the video surveillance policy is intended to monitor for security incidents and other safety reasons at the Authority, it is possible that such surveillance may monitor activities not related to the Authority's business.

The Authority respects the privacy of its employees. Accordingly, there will be no video cameras installed in the Authority's restrooms or in any changing areas.

The surveillance video cameras and any videotapes prepared from the surveillance are to be used solely for the purposes of this video surveillance policy. Any unauthorized use of these video cameras and/or videotapes is strictly forbidden and may result in discipline leading up to and including termination of employment.

### **VIOLENCE PREVENTION POLICY**

The Authority has a zero tolerance for violence. If an employee displays any violence in the workplace or threatens violence in the workplace, the employee is subject to disciplinary action, up to and including immediate termination. Talk of violence or joking about violence will not be tolerated.

“Violence” is defined to include physically harming another, shoving, pushing, harassment, intimidation, coercion, brandishing weapons and threats or talk of violence.

The Authority is committed to providing a safe environment for employees, customers, and visitors. In order to provide a safe workplace, employees shall note the following:

The Authority fax machines, copiers and mail systems, including e-mail, are for business purposes. Personal business should not be conducted through these business systems. Voicemail messages may be retrieved by the Authority and e-mail messages may be reviewed. Statements made while an employee is talking on the telephone may be heard by another person in the same area. Any such voicemail messages, e-mail messages or overheard conversations that reference any violence or threats of violence are subject to this policy.

It is everyone's business to prevent violence in the workplace. Everyone can help by reporting what they see or hear in the workplace that could indicate that a co-worker is in trouble. Often, employees are in a better position than management to know what is happening to those with whom they work.

Employees are encouraged to report any incident that may involve a violation of our policies that are designed to provide a comfortable and safe workplace environment. Concerns may be presented to the Human Resources representative, a supervisor or higher management. All reports will be investigated.

### **CELLULAR TELEPHONE POLICY**

This policy outlines the use of personal cellular telephones at work, the personal use of business cellular telephones and the safe use of cellular telephones by employees while driving.

#### **PERSONAL CELLULAR TELEPHONES**

While at work employees are expected to exercise the same discretion in using personal cellular telephones as is expected for the use of the Authority telephones. Excessive personal calls/texts during the workday, regardless of the telephone used, can interfere with employee productivity and be distracting to others. A reasonable standard the Authority encourages is to limit personal calls/texts during work time to no more than one per day, as needed. Employees are, therefore, asked to make any other personal calls/texts during non-work time, where possible, and to ensure that friends and family members are aware of the Authority's policy. Flexibility will be provided in circumstances demanding immediate attention.

Employees may not use cellular phones to audio or video record while on working time out of concerns for invasion of privacy, sexual or other harassment, protection of proprietary or confidential information, productivity, and workplace security.

#### **PERSONAL USE OF THE AUTHORITY-PROVIDED CELLULAR TELEPHONES**

Where job or business needs demand immediate access to an employee, the Authority may issue a business cellular telephone to an employee for work-related communications. In order to protect the employee from incurring a tax liability for the personal use of this equipment, such telephones are to be used for business reasons only. Telephone logs will be audited regularly to ensure no unauthorized use has occurred.

Employees in possession of the Authority equipment such as cellular telephones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the telephone for return or

inspection.

### **SAFETY ISSUES FOR CELLULAR TELEPHONE USE**

Employees whose job responsibilities include regular or occasional driving who are issued a cellular telephone for business use are expected to refrain from using their telephone while driving. Employees are also not permitted to use an electronic wireless communications device to write, send, or read e-mail or text-based communication while operating a motor vehicle. Safety must come before all other concerns. Regardless of the circumstances, employees are expected to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free options, refrain from discussion of complicated or emotional discussions and keep their eyes on the road. If employees do not have a hands-free option, employees should always pull off the road to a safe location to answer the telephone or refrain from answering the call altogether. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cellular telephone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their telephone while driving will be solely responsible for all liabilities that result from such actions.

Violations of this policy will be subject to the highest forms of discipline, including termination.

### **PERFORMANCE EVALUATIONS**

Performance evaluations are an important part of the Authority's personnel policies. They provide an objective and consistent way to gauge each employee's on-the-job effectiveness. The evaluation process should inform employees of their standing in the Authority and communicate expected standards of performance. This method will provide each employee with an opportunity to note major accomplishments and progress, as well as performance problems. It is also used to discuss work standards, areas where improvement is needed, goals for the following performance period, career development potential and possible opportunities.

All employees will be reviewed as needed. This will provide the Board of Directors information to be used for any compensation adjustments.

### **INTERNET AND ELECTRONIC COMMUNICATIONS CODE OF CONDUCT**

The Authority provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job. Employees are expected to communicate professionally with coworkers, supervisors, managers, customers, guests, landowners, etc. It is no different when communicating with others



electronically.

## **COMMUNICATIONS**

Each employee is responsible for the content of all text, audio or images that they place or send or cause to be received over the Internet and/or cellular telephones at work or when using the Authority systems. All messages composed, sent or received through the electronic communication systems are and remain the property of the Authority. They are NOT the private property of any employee, and should not be considered private.

## **GUIDELINES**

- Must not use the internet or social media for the purposes of harassment, discrimination, bullying, threatening, defamatory, or other unlawful conduct.
- Cannot send or post confidential business information, including photos of confidential information and photos of employees without their consent.
- Must not disclose personal information (e.g., social security number) or protected health information of employees.
- Only authorized employees can speak on behalf of the Authority.
- Prohibited from using the Authority logo, trademarks, or other intellectual property on social media.
- Use the following disclaimer if posting or reposting about the Authority: *The opinions expressed here belong solely to myself, and do not reflect the views of my employer's, Westside Water Authority.*

## **PASSWORDS**

Employee passwords are to be used for purposes of security but the use of a password does not affect the Authority's ownership of the electronic information or ability to monitor the information. Passwords are to be kept secured and not shared with others. The Authority may override an employee's password for any reason. Employees are not to use a password, access a file, or retrieve any stored communication without authorization. Passwords must be made known to the Authority—your system may need to be accessed by the Authority when you are absent. The reliability of passwords for maintaining confidentiality cannot be guaranteed. You must assume that any and all messages may be read by someone other than the intended or designated recipient.

Employees may not share passwords with other employees or non-employees.

## **SOFTWARE**

To prevent computer viruses from being transmitted through the system there will be no unauthorized downloading of any software. All software downloads will be done through the Direct Supervisor or the Executive Director.

## **NO EXPECTATION OF PRIVACY**

The Authority reserves and intends to exercise the right to review, audit, intercept, access, print, read and disclose all messages, files, and electronic information created, received or sent over the electronic communication systems for any purpose. Employees have no right of privacy as to any information or file maintained in or on the Authority property or transmitted or stored through the

Authority's computer systems, voicemail, email, or other technical resources.

## **VIOLATIONS**

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

Nothing in the Authority's social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

## **TIMEKEEPING PRACTICES**

An employee's timecard is the record of his or her hours worked, from which a payroll check is computed. Care should be taken to see that each employee's timecard is an accurate record of time worked. If for any reason an employee's timecard is incorrect, the employee shall see their Direct Supervisor immediately so that the error or omission can be corrected and initialed by both the employee and the Direct Supervisor.

The following rules must be observed regarding timecards:

1. Employees are not permitted to record any time on another employee's timecard;
2. Timecards are the property of the employer and any unauthorized destruction, use or removal may result in termination;
3. Overtime must be authorized by an employee's Direct Supervisor before it is worked. Working overtime without preauthorization by the Direct Supervisor is cause for disciplinary action, up to and including termination;
4. Any modifications or alterations on an employee's timecard must be initialed by their Direct Supervisor and, if found after paychecks have been written, corrections will be made on the following paycheck; and
5. Non-exempt Employees-employees should are required to complete, sign and submit their timecards at the end of each day. the Monday before payday Friday (submittal date). If the submittal date falls on or near a holiday, the timecard submission date will be adjusted. Employees shall refer to the payroll schedule attached to the timecard.

Exempt employees are required to submit their daily record to payroll the Monday before payday Friday (submittal date). If the submittal date falls on or near a holiday, the timecard submission date will be adjusted. Employees shall refer to the submittal dates noted on the daily record.

Additionally, for non-exempt employees the following rules must also be observed:

1. Employees must be at their station or work area ready to work at their assigned time;
2. No off-the-clock work is allowed;
3. Employee's timecards must include the employee's first and last name along with the dates of his or her shifts;
4. Employees' timecards must show the start time and end time for the day.
5. Employees' timecards shall note the time in and the time out for meal periods or whenever leaving the premises for personal reasons.

Please note that for someone other than the employee to pick up a paycheck, they must possess a note written and signed by the employee, or have pre-authorization by the employee on the Employee Information Sheet.

## **TERMINATION PROCEDURES**

### **PAYMENT UPON TERMINATION**

Employees will receive their final paycheck within the time required by law.

The final paycheck for employees who resign with at least 72 hours advance notice will be provided on their last day of work.

### **RETURN OF THE AUTHORITY PROPERTY**

The Authority property such as branded work attire and keys must be returned by each employee at the time the final paycheck is provided.

### **REDUCTIONS/ADJUSTMENTS IN FORCE**

The Authority will attempt to avoid cutbacks and reductions and adjustments in force whenever feasible. However, depending upon the circumstances that give rise to such a situation, the Authority may respond in several ways, including offering a voluntary reduction of hours or days of work, reducing employees' hours or days of work, or implementing a reduction in staff, e.g., layoff.

## **GENERAL SAFETY GUIDELINES**

Every employee is asked to cooperate in helping to promote safety and to prevent accidents to themselves, as well as to other employees, landowners, and visitors. Upon hire, each employee is provided with the Authority's "Code of Safe Practices," for their review and signature. It is the employee's responsibility to observe all safety rules established for the employee's protection and guidance, abide by all laws and regulations, use safety equipment and devices provided or required, and to always work in a manner which safeguards the employee and fellow workers. In the event of an injury on the job, it is the employee's responsibility to promptly obtain first aid and to report the injury to the appropriate supervisor.

In order to work safely, an employee needs to be rested, alert and constantly aware of what is going on around them, being particularly watchful for recognizable hazards. Employees must know the correct, safe procedures for their job and, if the employee has any doubt, they are to stop and ask their Direct Supervisor.

By obeying safe work rules (some of which are listed below), as well as any other special instructions received (such as the Authority Written Injury and Illness Prevention Program), and by using common sense and good judgment, an employee will be doing their part in sharing with the Authority an important job responsibility -- THE PREVENTION OF ACCIDENTS. A lack of safety know-how or an indifference to safety could result in an injury to an employee, or others, because accidents don't just happen, they are caused!

Employees shall note that Safety Data Sheets are located in the O & M Offices.

As well, all employees are to note and remember the following safety rules:

1. Report to work able to perform the essential functions of the position the employee is performing, with or without reasonable accommodation;
2. Follow chemical safety requirements, including the handling of same. If unclear or questions arise, see the appropriate supervisor immediately. Safety Data Sheet (SDS) forms are available for all employees' reference;
3. The use, possession or being under the influence of intoxicating beverages or drugs on the job is prohibited;
4. Understand work assignments and make certain employees are fully qualified for the job;
5. Firearms are not permitted on the job unless for a special purpose by permit and permission of the Board of Directors only. If there is any doubt, ask;
6. Look for hazards, unsafe conditions or practices and report them immediately to a supervisor, unless an employee can correct the situation safely, and then report it;
7. Learn and follow the specific safety regulations which apply to each employee's job. If an employee doesn't know or understand the regulations which apply to their job, they are to ask their Direct Supervisor;
8. Use the safety equipment and devices provided for employee's protection, i.e., eye wash facilities;
9. Only operate and/or repair machinery, equipment or electrical circuits if qualified to do so;

10. When lifting heavy objects, lift with leg muscles not the smaller muscles of the back. Get help for lifting or moving heavy objects;
11. Each employee is to do their part to help keep work areas clean and free of debris and other tripping hazards;
12. Know where emergency equipment is located, such as fire extinguishers, first aid supplies, lifesaving equipment, etc., and report the use of any emergency equipment so that it can be replaced;
13. If injured in any way, an employee is to report it to their Direct Supervisor immediately and obtain first aid or authorized medical treatment. If an employee needs to visit a doctor for any reason, they are to notify their Direct Supervisor at once;
14. Disregard of safe work practices, any of these rules or other safety instruction is cause for disciplinary action, including termination.

## **PERSONNEL RECORDS**

### **PERSONNEL FILES AND RECORDS**

#### **NOTIFICATION OF CHANGES**

It is the responsibility of each employee to immediately advise the Human Resources representative of any change in his or her name, address, telephone number, or marital status (completing a new W-4, as appropriate).

If you are required to provide reverification of an I-9 document, reverification should occur no later than the actual expiration date of work authorization. If you are unable to provide reverification by the expiration date, you will be placed on unpaid leave for a limited period of time, no more than 30 days, to gather the appropriate reverification document. The Authority encourages employees who are on a temporary work visa to file an extension at least 90 days prior to the expiration date of their Employment Authorization Document. Employees are solely responsible for managing their reverification requirements outside of working time. The Authority will not be responsible to remind employees of the expiration date.

If an employee does not provide the proper reverification prior to the 30-day grace period, the employee shall be considered to have voluntarily terminated their employment with the Authority.

#### **EMPLOYMENT VERIFICATIONS**

Only designated persons are authorized to disclose information regarding employees to anyone outside the Authority. Consequently, no employee may provide (either on or off-the-record) any information regarding current or former employees to any non-employee or co-employee without the specific written approval of the Human Resources representative. This includes letters of reference. The Human Resources representative shall be advised of any such requests for information.

The Human Resources representative will normally verify, upon request, only a former employee's dates of employment, position or positions held, and final rate of pay. A written disclosure authorization and release may be required before any information is furnished.

With respect to employment verifications, the Human Resources representative will verify, upon written request only an employee's wages and length of employment.

## **ACKNOWLEDGMENT**

### **EMPLOYEE POLICY HANDBOOK ACKNOWLEDGEMENT**

This is to acknowledge that I have read and reviewed a copy of the Employee Policy Handbook, understand that it contains important information on the Authority's general personnel policies and on my privileges and obligations as an employee.

I acknowledge and agree that I am expected to read, understand, and adhere to the Authority policies and will familiarize myself with the material in the Handbook. I understand that I am governed by the contents of the Handbook and that the Authority may change, rescind or add to any policies, benefits or practices described in the Handbook from time to time in its sole and absolute discretion, with or without prior notice. The Authority will advise employees of material changes within a reasonable time.

I also understand and agree that the use, possession, sale, distribution, being under the influence of or transportation of any prohibited items, while on the job, on the Authority-owned, leased occupied or operated property, or while in or aboard the Authority vehicles of any kind, is prohibited.

I understand and agree that if I drive an Authority-owned vehicle, my personal or a rental vehicle for the Authority business, I must immediately inform the Direct Supervisor if my driver's license is suspended, revoked or expires; if I receive a driving-under-the-influence (DUI) citation; or if I am in an automobile accident. I also understand that if I drive my personal or a rental vehicle for the Authority business, I must also immediately inform the Direct Supervisor if my automobile insurance expires or is canceled. Furthermore, I understand that my failure to immediately report the foregoing circumstances to the Direct Supervisor is cause for disciplinary action, up to and including immediate termination.

I understand and agree that the Authority does not promise or guarantee a minimum length of employment and employment at the Authority is employment at-will. Employees at-will may be terminated with or without cause, with or without notice, at any time, by either the Authority or the employee. I also understand and agree that the Authority retains the right to demote, transfer, change my job duties, and change my compensation at any time, with or without notice, and with or without cause, in its sole discretion.

I understand and agree the at-will employment status of any employee may be modified or amended only by an express written agreement signed by the employee and the Executive Director, and such written agreement must specifically reference the at-will provision of this Handbook and expressly waive such provision. I also understand that no employee, officer, or representative of the Authority other than the Board of Directors is authorized to modify or amend the at-will nature of the employment relationship of any employee. I understand that nothing in this Handbook or any other document or statement, whether written or oral, shall limit the right of the employee or the Authority to terminate the employment relationship at any time, with or without cause, and with or without notice.

I further understand and agree that this acknowledgement form contains a full and complete statement of the agreements it recites, including the at-will employment statement and supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in the acknowledgement.

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EMPLOYEE'S SIGNATURE

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DATE

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EMPLOYEE'S NAME (Typed or Printed)



**CONFIRMATION OF HARASSMENT, DISCRIMINATION, AND RETALIATION  
PREVENTION POLICY**

I have received my copy of Westside Water Authority’s Harassment, Discrimination and Retaliation Prevention policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the Authority is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

\_\_\_\_\_  
EMPLOYEE’S SIGNATURE

\_\_\_\_\_  
DATE

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

**RESOLUTION NO. 12**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
WESTSIDE WATER AUTHORITY  
PLACING IN NOMINATION JUSTIN ROWE  
AS A MEMBER OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
REGION 7 BOARD OF DIRECTORS**

**WHEREAS**, the Board of Directors (Board) of Westside Water Authority (Authority) encourages and supports the participation of its members in the affairs of the Association of California Water Agencies (ACWA); and

**WHEREAS**, Justin Rowe has indicated a desire to serve as a member of the Board of Directors of ACWA Region 7; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Westside Water Authority as follows:

- (1) The Board of Directors hereby places its full and unreserved support in the nomination of Justin Rowe for the Board of Directors of ACWA Region 7.
- (2) The Board of Directors hereby determines that the expenses attendant with the service of Justin Rowe in ACWA Region 7 shall be borne by Westside Water Authority.

**PASSED, APPROVED, AND ADOPTED** by the Board of Directors of Westside Water Authority this 2nd day of May 2023.

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Rob Yraceburu, President

**CERTIFICATE OF SECRETARY**

The undersigned, Assistant Secretary of Westside Water Authority (Authority), hereby certifies that the foregoing Resolution was authorized by the Board of Directors of said Authority at a special meeting thereof, duly held on May 2, 2023, at which meeting a quorum of the Board of Directors was at all times present and acting.

**IN WITNESS THEREOF**, I have set my hand this 2nd day of 2023.

(DISTRICT  
SEAL)

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Joseph D. Hughes, Assistant Secretary  
Westside Water Authority

# Westside Water Authority

## Balance Sheet

As of December 31, 2022

Final 2022

### ASSETS

#### Current Assets

##### Bank Accounts

Total 1110 Operations	\$	1,373,642.37
Total 1130 Payroll	\$	0.00
<b>Total Bank Accounts</b>	<b>\$</b>	<b>1,373,642.37</b>

##### Other Current Assets

Total 1520 Prepaid Expenses	\$	0.00
Total 1540 Due from JES	\$	82,037.57
Total 1550 Due from Other	\$	233,815.16
1560 Deposits Paid		10,000.00
1590 Employee Loan Receivable		35,000.00
<b>Total Other Current Assets</b>	<b>\$</b>	<b>360,852.73</b>
<b>Total Current Assets</b>	<b>\$</b>	<b>1,734,495.10</b>

#### Fixed Assets

Total 1600 Fixed Assets	\$	438,383.58
<b>Total Fixed Assets</b>	<b>\$</b>	<b>438,383.58</b>
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>2,172,878.68</b>

### LIABILITIES AND EQUITY

#### Liabilities

##### Current Liabilities

<b>Total Accounts Payable</b>	<b>\$</b>	<b>32,405.97</b>
Total 2200 Other Current Liabilities	\$	0.00
Total 2210 Due to Others	\$	1,341,368.00
Total 2220 Other Accounts Payable	\$	45,000.00
2270 Accrued Vacation		212,267.32
Total 2280 Other Accrued Expenses	\$	103,453.81
<b>Total Other Current Liabilities</b>	<b>\$</b>	<b>1,702,089.13</b>
<b>Total Current Liabilities</b>	<b>\$</b>	<b>1,734,495.10</b>
<b>Total Liabilities</b>	<b>\$</b>	<b>1,734,495.10</b>

#### Equity

3100 Fund Balances		0.00
Net Income		438,383.58
<b>Total Equity</b>	<b>\$</b>	<b>438,383.58</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$</b>	<b>2,172,878.68</b>

# Westside Water Authority

## Profit and Loss

January - December 2022

	2022 YE Final	2022 Budget	% of budget
<b>Income</b>			
<b>Total Income</b>	-	-	0.00%
<b>Gross Profit</b>	-	-	0.00%
<b>Expenses</b>			
Total 5420 Structures/Systems	-	-	
Total 5433 Vehicles	8,241.45	-	
Total 5440 Personnel	1,992,367.51	1,914,404.00	104.07%
Total 5450 Office	7,659.54	-	
Total 5490 Miscellaneous Expenses	55,685.85	8,000.00	696.07%
<b>Total 5400 Operation &amp; Maintenance</b>	<b>2,063,954.35</b>	<b>1,922,404.00</b>	<b>107.36%</b>
Total 5610 Personnel	1,183,523.86	1,232,672.00	96.01%
Total 5620 Office	136,485.01	88,066.00	154.98%
Total 5630 Professional Services	525,951.26	110,500.00	475.97%
Total 5650 Misc Administrative Expenses	42,138.92	6,000.00	702.32%
<b>Total 5600 Administration</b>	<b>1,888,099.05</b>	<b>1,437,238.00</b>	<b>131.37%</b>
Total 5700 Interest	1,750.81	6,000.00	29.18%
5900 Contingency	-	153,371.00	0.00%
<b>Total Expenses</b>	<b>3,953,804.21</b>	<b>3,519,013.00</b>	<b>112.36%</b>
Total 6200 Interest & Penalties	5,000.49	-	
Total 6300 Miscellaneous Revenues	4,423,849.38	3,609,487.00	122.56%
<b>Total Other Income</b>	<b>4,428,849.87</b>	<b>3,609,487.00</b>	<b>122.70%</b>
Total 7100 Non-Budgeted Expenses	36,662.08	-	
Total 8100 Capital Expenditures	-	90,474.00	484.54%
<b>Total Other Expenses</b>	<b>36,662.08</b>	<b>90,474.00</b>	<b>525.06%</b>
<b>Net Other Income</b>	<b>4,392,187.79</b>	<b>3,519,013.00</b>	<b>112.36%</b>
<b>Net Income</b>	<b>438,383.58</b>	-	