



EMPLOYEE RULES & REGULATIONS

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I. GENERAL PROVISIONS

A. Adoption of Employee Rules and Regulations

These Employee Rules and Regulations establish the personnel system for the Mesa Water District, hereinafter referred to as “District” or “Mesa Water®”. The Board of Directors has authority to adopt these Rules and Regulations and all additions, deletions, amendments or other changes to these Rules and Regulations. These Rules and Regulations supersede and replace all previous District employee Rules and Regulations. Mesa Water also follows provisions of the Memoranda of Understanding (MOU) which cover wages, hours and working conditions. If a provision of these rules conflicts with any provision of the MOU, the provision of the MOU will be deemed controlling unless the rules have been negotiated more recently. In addition, there will be work rules, policies and practices that will apply within work units.

These Employee Rules and Regulations do not create any contract of employment, express or implied, or any rights in the nature of a contract.

B. Coverage of Rules and Regulations

These Rules and Regulations apply to all Mesa Water employees unless specifically noted as excluded.

C. Equal Opportunity Employment Policy

Mesa Water subscribes to the public policies of the United States and the State of California as expressed in all applicable statutes that protect the right and opportunity of all persons to seek, obtain and hold employment without discrimination because of race, religious creed, color, age, gender, gender identity or expression, sexual orientation, physical or mental disability, medical condition, national origin, ancestry, genetic information or characteristics, marital status or any other basis protected by law.

Mesa Water will afford equal employment opportunity to all qualified applicants and employees as to terms and conditions of employment, including recruitment, selection, offers of employment, training, promotion, compensation, transfer, discipline and termination.

D. Non-Discrimination, Harassment, and/or Retaliation Policy

Mesa Water District maintains a strict policy prohibiting all forms of discrimination and/or discriminatory harassment in the workplace. This policy applies to all regular, probationary, part-time, term and temporary employees, management, supervisors, Board members and contractors working with Mesa Water. Disciplinary action will be taken against any employee, supervisor, manager or otherwise, who engages in discrimination and/or discriminatory harassment in the workplace. (See Mesa Water District's detailed Non-Discrimination, Harassment, and/or Retaliation Policy and Complaint Procedure.)

E. Reasonable Accommodation Policy

Mesa Water will comply with the employment-related reasonable accommodation requirements of the California Fair Employment and Housing Act and the Americans with Disabilities Act.

F. Ethics and Appropriate Business Practices

Mesa Water expects all employees to conduct themselves according to high standards of ethical behavior and use only appropriate and permissible business practices. These Rules and Regulations are intended to outline these guidelines, and all employees will be expected to hold themselves and their actions to these standards.

II. DEFINITIONS

The following terms, whenever used herein, will be defined as follows:

Advancement: A salary increase within the limits of the pay range established for a classification.

Anniversary Date: The date of appointment, employment, reinstatement or recall to a position, unless otherwise provided herein.

Applicant: Any person submitting a formal completed and signed application for employment with Mesa Water District.

Appointment: The employment of a person in a position.

At-Will Employee: An employee who does not acquire a property interest in the position held and can be terminated without cause or right to appeal. Management, certain designated Supervisory and Confidential employees, Part-time, Temporary, and Probationary employees are considered at-will employees and serve at the pleasure of the General Manager.

Base Salary or Base Pay: An employee's regular rate of pay, excluding overtime and any other fringe benefits.

Break in Service: Resignation, discharge, layoff of the employee (if not rehired within one (1) year of layoff), unapproved leave of absence, or approved leave of absence from which the employee fails to return to work.

Business Day: Any day Mesa Water is open for business, which normally includes Monday through Friday, except observed holidays.

CFRA: The California Family Rights Act (State law).

Classification (Class): All positions sufficiently similar in duties, authority, responsibility and working conditions to permit grouping under a common title and to permit the application with equity of common standards of selection, transfer, promotion and compensation.

Classification Level (Level): Generally designated by an "I" for the entry/assistant level or an "II" for the journey-level within a single classification title. Each level is associated with different maximum pay rate based on the minimum experience, job knowledge, and/or certifications to qualify for consideration.

Classification Specification: The written description of a job classification setting forth factors and conditions which are essential functions of positions in a classification.

Classification Plan: The designation of a title for each classification, together with the

specifications for each classification, as prepared and maintained by Human Resources.

Compensation: The salary, wage allowances and other forms of valuable considerations, earned by or paid to any employee by reason of service in any position.

Continuous Service: Employment with Mesa Water without break or interruption. Neither vacation leave, sick leave, bereavement leave, military leave, jury leave, nor any other authorized absence, whether with or without pay, will be construed as a break or interruption in employment unless expressed as part of an agreement or a condition of an extended leave of absence. In all instances when determining eligibility based upon length of continuous employment, the measurement shall begin with the employee's most recent date of hire.

Demotion: The movement of an employee from one job classification or level to another having a lower maximum rate of pay.

Discipline: Dismissal, demotion, suspension, reduction of pay, written reprimand or formal written warning related to actions by an employee for unfavorable conduct or violations of Mesa Water's rules, regulations or policies.

Dismissal: Discharge or involuntary termination of employment.

Displacement: An action whereby an employee with greater seniority in a classification takes the position of another employee who has less classification seniority.

District: Mesa Water District

Domestic Partner: A legally recognized partnership as described in the California Family Code Section 297, which is registered with the California Secretary of State.

Employee: A person occupying a paid position in Mesa Water. This designation is not intended to include the Board of Directors or outside contractors/consultants.

Exempt Employee: An employee in a job classification which is considered exempt from the guidelines of the Federal overtime regulations under the Fair Labor Standards Act (FLSA), and as such, is not eligible for overtime pay.

FLSA: Fair Labor Standards Act (Federal law)

FMLA: Family and Medical Leave Act (Federal law)

Full-Time Employee: An employee whose normal assigned work hours equal an eighty-hour (80) pay period.

Grievance: A complaint that the bargaining agreement, rule, or policy has been violated. Note: Not all Mesa Water rules or policies are subject to a grievance procedure.

Layoff: The separation of employees from the active work force due to lack of work or funds, or the abolition of the position.

Leave: Absence of an employee from work.

Non-Exempt Employee: An employee in a job classification which falls within the Federal overtime law (FLSA), and as such, is eligible for overtime pay.

Out-of-Class Pay: Compensation given to an employee who is temporarily assigned to a position which is allocated a higher maximum rate of pay, and who is qualified to perform this work.

Paid Status: Paid Status includes regularly scheduled work hours, paid sick leave, vacation, holidays, and compensatory time, but excludes overtime.

Part-Time Employee: An employee whose normal assigned work hours are fewer than forty (40) hours per work week.

Part-Time Partially Benefited Employee: A category of at-will employee hired and scheduled to work part-time a minimum of twenty (20) hours per week on an ongoing basis. Employees in this employment category may receive partial benefits as detailed in their employment offer letters and as permitted by Mesa Water's Employee Benefits Summary Handbook.

Position: A combination of duties and responsibilities assigned or delegated by authority, requiring the full or part-time services of an employee.

Probationary Employee: A category of employment pertaining to new, full-time Mesa Water employees working within the initial twelve (12) month probationary period in designated job classifications. A probationary employee may be dismissed without cause during the initial twelve (12) month probationary period.

Probationary Period: A working test period during which an employee is required to demonstrate fitness for the duties to which the employee is appointed by actual performance of the duties of the position.

- 1) **New Employee** - New, full-time Mesa Water employees serve an initial twelve (12) month probationary period during which they may be dismissed without cause. (Note: Management, certain designated Supervisory and Confidential employees, Part-time, and Temporary employees are considered "at-will" employees and do not serve a probationary period.)
- 2) **Promotion/Transfer** - Mesa Water employees who have achieved status as a Regular employee and are promoted or transferred to a different Classification or Level serve a six (6) month probationary period, which is specific to the new Classification/Level and - affects the employee's status as a Regular employee. Failure to successfully pass the Promotion/Transfer probationary period may result in the employee being returned to his/her previously held Classification/Level.

Promotion: The movement of an employee from one position to another, which is allocated to a higher maximum rate of pay.

Recall List: A list of regular employees who have been laid off from District employment pursuant to these Rules.

Reclassification: A reassignment or change in allocation of an individual position by raising it to a higher classification, reducing it to a lower classification or moving it to another classification at the same salary level, on the basis of a reevaluation of the kind, difficulty, or responsibility of duties performed and/or the minimum qualifications in such position.

Reduction (in pay): A decrease in salary within the pay range established for a classification.

Regular Employee: A category of employment pertaining to full-time employees who have successfully completed the initial twelve (12) month probationary period in particular classifications, and have been retained in employment with Mesa Water as hereafter provided by these Rules.

Reinstatement: The re-employment without examination of a former regular full-time employee within one (1) year following layoff or separation from employment with Mesa Water.

Resignation: The voluntary termination by an employee from employment with Mesa Water.

Selection Process: The process of testing, evaluating, investigating, and/or determining the fitness and qualifications of applicants.

Seniority: The total amount of actual continuous service for a full-time employee, excluding breaks in service as defined in these Rules.

Standby Call-Out: An after-hours service call that requires the Standby employee to visit the location in person, rather than responding by telephone, radio, computer or other electronic means.

State Disability Insurance (SDI): SDI is a partial wage-replacement insurance plan for California workers, funded through employee payroll deductions, and consisting of two programs: 1) the Disability Insurance (DI) program established for workers who suffer a loss of wages when they are unable to work due to a non-work related illness or injury, or a medically disabling condition from pregnancy or childbirth, and 2) the Paid Family Leave (PFL) program established for workers who suffer a loss of wages when they need to take time off from work to care for a seriously ill child, spouse, registered domestic partner, or to bond with a new minor child.

Suspension: The temporary separation from Mesa Water service of an employee, with or without pay, for disciplinary purposes.

Temporary Employee:

- 1) **Seasonal:** An at-will employee who works either part or full-time on a temporary basis, and whose position is funded on a seasonal or other limited time period basis normally not to exceed 960 hours in a fiscal year .
- 2) **Term Employee:** An at-will employee who normally works full-time for the term of a project or assignment.

Termination: Separation from employment with Mesa Water.

Transfer: A change of an employee from one position to another position in the same classification, or in a comparable classification, or from one department to another.

Vacancy: Budgeted position not occupied by an employee.

Workday: The number of hours an employee in each position is scheduled to work on each Business Day as set forth in department procedures, exclusive of overtime hours.

Work Week: From midday (four (4) hours into the scheduled shift) on Friday to midday the following Friday.

III. GENERAL EMPLOYMENT POLICIES

A. Categories of Employment

1. Probationary Employees

A Probationary employee is a new, full-time employee who is assigned to work eighty (80) hours per pay period and has not completed the initial twelve (12) month probationary period, required of job classifications which are not designated as "at-will." The probationary period is an extension of the testing process and must be satisfactorily completed before regular status will be granted. While on initial probation, employees are at-will employees.

2. Regular Employees

Regular employees are full-time employees in designated classifications who are normally assigned to work eighty (80) hours per pay period and have completed the initial twelve (12) month probationary period as a new Mesa Water employee.

3. Confidential Employees

Confidential employees are employees who are privy to confidential information used by Mesa Water in the conduct of labor negotiations and/or the addressing of issues with recognized employee organization representatives. Certain Confidential employees in designated job classifications are considered at-will employees.

4. Supervisory Employees

Supervisory employees have the authority to evaluate and make recommendations to hire, transfer, promote, evaluate, discipline or assign other employees. Supervisory positions are normally filled by full-time employees. Depending on the job classification, Supervisory employees may be at-will.

5. Management Employees

Management employees serve at the pleasure of the General Manager and are considered at-will employees. As a management employee there is an expectation that there will be occasional work beyond the hours required of other full-time employees. Management employees do not receive overtime pay but may be compensated under salary and benefits plans that are different from those applicable to other employees.

6. Part-Time Partially Benefited Employees

Part-Time Partially Benefited employees are at-will employees who are hired to work a minimum of twenty (20) scheduled hours per week on an ongoing basis. Employees in this

category may receive partial benefits as detailed in their employment offer letters and as permitted by Mesa Water District's Employee Benefits Summary Handbook.

7. Temporary Employees

Temporary employees are at-will employees hired to work for a limited period of time in order to meet seasonal or other short-term labor needs.

- a. Seasonal Employee: A category of at-will employee who works either part or full-time on a temporary basis, and whose position is funded on a seasonal or other limited time period basis normally not to exceed 960 hours in a fiscal year. Seasonal employees are paid only for hours worked, and do not participate in benefit or leave plans.
- b. Term Employee: A category of at-will employee who works either part or full-time and who is hired for a period of time based upon the project or assignment to be done. Term employees may receive benefits as designated in their employment contracts.

B. Hiring and Promotion

1. Posting New Jobs and Vacancies

- a. When new jobs are created or vacancies occur, Mesa Water will first attempt to fill them through the recall procedure.
- b. If new jobs or vacancies are not filled through recall, Human Resources may post job bulletins on District bulletin boards that the positions are available to be filled by promotion. This job bulletin will specify the title and salary range of the position, the nature of the work, the required/desired qualifications, the date and time of posting and the final filing deadline.
- c. If Mesa Water desires a broader base from which to select a candidate, outside advertising may be used. Job bulletins announcing these employment opportunities will also be posted on District bulletin boards.
- d. Despite the procedures described in sections (a) through (c) above, Mesa Water may make emergency appointments to satisfy an immediate staffing need.

2. Selection

- a. Employees will be selected on the basis of their qualifications for the job and in compliance with laws prohibiting discrimination based on race, religious creed, color, age, gender, gender identity or expression, sexual orientation, physical or mental disability, medical condition, national origin, ancestry, genetic information or characteristics, marital status or any other basis protected by law.

- b. The method of selecting a new employee may consist of an evaluation of application materials, written test, performance test, interview, verifications, medical tests and other job-related tests as the General Manager or designee deems necessary and appropriate.
- c. The General Manager or designee will make the final decisions as to hiring and promotion from a list of qualified candidates recommended by the Human Resources Department.
- d. As part of the selection process, new employees must pass a pre-placement physical examination. Specific job classifications may require a drug and/or alcohol screening.

3. Application for Employment

Job applications will be made on forms provided by the Human Resources Department. All applications must be completed in full and signed by the person applying. The Human Resources Department will not process incomplete or unsigned applications. Applications for positions must be received on or before the final filing date to be considered.

After a prescribed time limit has expired or periodically, if applications are taken on a continuous basis, the Human Resources Department will screen applications to determine those applicants who meet the minimum qualifications for the vacant position. The selection process will be structured to select the applicant who is most highly qualified for the vacancy.

4. Disqualification of Applicants

- a. Causes for Disqualification. Mesa Water may reject an application, refuse to examine an applicant, remove the name of an applicant from hiring consideration or refuse to employ an applicant who:
 - (1) Does not meet the requirements set forth in the job bulletin;
 - (2) Is physically or mentally unfit to perform the essential functions of the job, with reasonable accommodation;
 - (3) Has been convicted of a felony or misdemeanor which, on a case-by-case analysis, is related in time and scope to the position in question, except that such conviction may be disregarded if it is determined by the General Manager, or designee, that mitigating circumstances exist;
 - (4) Has been dismissed or resigned in lieu of discharge from any position for any cause which would be cause for dismissal from District service, or whose record of employment has not been satisfactory in District service or with any other agency or firm;

- (5) Has abandoned any position in District service or has been absent from duty without leave of absence duly granted;
- (6) Has made knowing material false statements or who has attempted any fraud or deception in connection with obtaining or retaining employment with Mesa Water;
- (7) Refused to be fingerprinted;
- (8) Has secured or attempted to secure confidential information concerning an examination which might give such applicant unfair advantage over other applicants;
- (9) Refused to take or fails to pass the prescribed medical examination, which may include a drug and/or alcohol screening;
- (10) Has separated from District employment and whose name appears on an employment list held exclusively for District employees;
- (11) Has failed to produce proper documentation to show a legal right to work in the U.S.;
- (12) Is a current user of illegal drugs;
- (13) Has failed to submit the employment application as specified by Mesa Water or within time limits; or
- (14) For any material cause which, in the judgment of the General Manager or designee, would render the applicant unsuitable for the position.

b. Notice of Disqualification. Human Resources will notify in writing any applicant who is disqualified.

5. Nepotism

Persons related to District employees will not be considered for District employment if such employment could result in a disruption of District business, negatively affect employee morale, or create adverse problems in the areas of safety, supervision, or security. If a District employee enters into marriage with another District employee, and in the opinion of the General Manager it is impossible or undesirable for both employees to continue in employment for a reason(s) noted above, one of the individuals involved must resign or be moved to another position which would eliminate the conflict. In the event that the spouses are unable to determine between themselves which individual should resign, the individual with the least seniority will be dismissed.

6. Physical Examinations

- a. Once offered a position with Mesa Water, candidates for initial employment and employees rehired after layoff must successfully pass a physical examination prescribed by Mesa Water.
- b. With the approval of the General Manager and upon direction of the department manager, any employee may be required to undergo a physical examination if it is determined that such exam is necessary and related to the performance of the job function.
- c. All physical examinations prescribed by Mesa Water will be performed by a licensed physician approved and paid by Mesa Water.
- d. An applicant who disagrees with results of an examination administered by Mesa Water District's physician may submit, for District consideration, examination results from a physician of their choice.

7. Department of Motor Vehicles (DMV) Checks

Candidates for District positions which involve the operation of motor vehicles must submit a current DMV summary of their driving record paid for by Mesa Water. Subsequent to employment Mesa Water may require driver summaries from the DMV on employees who are required or could be asked to drive a District vehicle, at least annually or more often as mandated by law.

C. Probationary Periods

1. New Employees

- a. The first twelve (12) months of employment will constitute a probationary period during which Mesa Water will review the new employee's qualifications, references and work performance and determine whether the employment will be continued. New employees are subject to dismissal without cause at any time during this period at the discretion of the General Manager, and such termination will not constitute a cause for grievance or appeal.
- b. Periods of time on paid or unpaid leave exceeding five (5) Business Days (consecutive or not) will automatically extend the probationary period by that number the employee is on leave. This leave period is not intended to include authorized paid holidays or vacation.
- c. At least one formal written performance evaluation will be conducted halfway through the probationary period.

- d. At the conclusion of the probationary period, if it is determined that the new employee is performing to District standards, and Mesa Water continues to need the position, the employee's status will be changed from probationary to regular. If the employee's performance does not meet District standards, the employee's employment will be terminated at any time during the probationary period.

2. Promotions, Transfers and Reclassifications

- a. In the event of a promotion or transfer, the employee will serve a six (6) month probationary period. During this period a determination will be made as to whether the employee is able to effectively perform the duties and assume the responsibilities of the new position.
- b. If it is determined at any time during the probationary period that the employee is not satisfactorily performing the duties of the new position, the employee will be returned to the position previously held unless the position no longer exists. This process may involve displacing other employees.
- c. In the event of a reclassification, the employee's job title and/or salary range may be changed to more accurately reflect the responsibilities of the position. The reclassified employee will not be required to serve a new six (6) month probationary period and the employee's review date will not change.

D. Transfers

A vacant position may also be filled by transfer. A regular employee may initiate a request to transfer to another position in the same or lower classification or level for which the employee is qualified. With the approval of the General Manager or designee and affected department managers, the employee may be transferred to the vacant position. Employees may also be transferred by the General Manager or designee to meet District needs. Transfers will not be used to effectuate a promotion, demotion, reclassification, reduction in pay, or for disciplinary purposes.

E. Reinstatement

With the recommendation of the department manager and approval of the General Manager or designee, an employee who resigned in good standing may, within one (1) year of such resignation, be reinstated without examination in the same or comparable position. Upon reinstatement, the employee may be required to serve a new probationary period. If the employee is reinstated, the employee will be placed at the salary range and step held at the time of resignation and will receive a new anniversary date. No credit for former employment will be granted in computing benefits unless mandated by law.

F. Outside Employment

With the written approval of the General Manager or designee, an employee may engage in

employment other than that with Mesa Water, but only if such outside employment does not (1) interfere with performance of the employee's assigned District duties, including overtime assignments, (2) constitute a conflict of interest, or (3) create an unfavorable District image. On an annual basis, employees must submit written requests on forms provided by Mesa Water for outside employment for approval by the General Manager. These requests shall be maintained in the employee's personnel file.

F. Training and Development

Mesa Water encourages employee development by providing the opportunity for employee training. Compulsory training may be required as a condition of continued employment. Such training programs may include lecture courses, seminars, demonstrations, reading materials, or other methods for improving job performance. Employees are responsible for any/all required contact hour training needed to obtain and maintain certificates or licenses required to perform their jobs. If the contact hour training is provided by Mesa Water on work time, or if Mesa Water requires an employee to attend a specific program or class, then the fees and time to attend the class will be paid by Mesa Water.

H. Personnel Records

1. Human Resources will maintain the official personnel file for each employee containing name, position, title, salary and such other information as may be relevant to the employee's service with Mesa Water.
2. To insure that District records are correct and current, each employee is responsible for keeping Human Resources promptly informed as to changes in address, phone number, marital status, dependents, and other pertinent personal information.
3. Upon request, and in accordance with District rules and file security, an employee may examine their own official personnel file by appointment only and under the direct observation of a Human Resources staff member.
4. Information in personnel files will not be disclosed to other than authorized District personnel except as may be approved by the concerned employee or required by law.

I. Termination of Employment

1. The effective date of termination of employment is normally the last day worked or in a paid status by an employee. If an employee is on an approved leave of absence and does not return to Mesa Water at the end of such leave, the termination date is the expiration date of the approved leave of absence.
2. An employee who plans to resign is requested to give the supervisor an advance written notice of at least two (2) weeks. Once submitted and accepted by Mesa Water, a resignation may not be withdrawn, except upon approval of the General Manager.

3. Prior to termination, employees are urged to complete an exit interview with the appropriate department manager or designee and are required to return all District property (keys, uniforms, etc.).
4. An employee is deemed to have resigned if the employee is absent for three (3) consecutive workdays without prior authorization and without notification during the period of absence. When Mesa Water believes an employee has been absent without authorization and Mesa Water plans to invoke this provision, a written notice will be sent by certified mail to the employee's last known address at least five (5) calendar days prior to implementing an automatic resignation. Such notice will contain: 1) a statement of Mesa Water's intention to implement the employee's automatic resignation and its effective date; 2) a statement of the reasons for considering the employee to have automatically resigned; 3) a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action; and 4) a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, it will be implemented as a resignation. Employees separated from employment for job abandonment may be reinstated with such charge removed from the employee's record upon presentation of justification for absence such as severe accident, severe illness, false arrest or mental or physical impairment which prevented notification.

IV. HOURS OF WORK

A. Work Schedules

1. Mesa Water maintains regular business hours Monday through Friday, exclusive of recognized District holidays. Mesa Water may extend business hours on one or more Business Days to serve its customers, exclusive of recognized holidays.
2. Regularly Scheduled Work Period. The regularly scheduled work period is midday Friday (four (4) hours into the scheduled shift) through midday of the following Friday, except Mesa Water may change the work period of individual employees to meet operating conditions, changing hours of daylight, safety reasons or other situations provided that employees so affected will receive advance notice of any change in regularly scheduled work period.
 - a. 5/40 Schedule – Employees regularly assigned to work five (5) days in a seven (7) day work period, will be scheduled to work eight (8) hours per day, five (5) days per week.
 - b. Temporary and Alternate Work Schedule
 - (1) Mesa Water reserves the right to consider and, if mutually beneficial, approve a temporary work schedule to accommodate the specific needs of an employee. Justification for a temporary schedule request, anticipated timeframe and method of continuing to accomplish the department workload must be discussed in advance of implementation. Approval for such modification must be obtained from the department manager and General Manager or designee.
 - (2) Employees, who wish to request a temporary modification to their work hours, shall submit written justification and discuss the proposal with their department manager. Department managers will discuss such requests with the Management Team to determine whether such modification would be fair and consistent with Mesa Water operating needs. Employees will be notified in writing of the decision. Employees may request a review of denial of such requests with the General Manager.
 - c. FLSA Non-Exempt Employees. For purposes of computing overtime pay under the FLSA, the work period for employees will begin at the mid-point of the Friday work day and end on the following Friday at the same time as the mid-point of the previous Friday.
 - d. FLSA Exempt Employees. Exempt employees are expected to work the number of hours necessary to meet the standards of job performance. Therefore, exempt employees may occasionally alter their regularly assigned work schedule during a given work week as necessary and as authorized by their department manager or designee. Any alterations that would result in the employee being absent from work for more than four (4) hours in a regularly scheduled workday must be approved in writing in advance by the employee's department manager or designee and will require the employee to

take paid or unpaid leave of absence in accordance with the benefit provisions of these regulations.

3. Review of District Work Schedules

Mesa Water reserves the right to consider, approve, or modify various regular and alternate work schedules. Prior to the beginning of each calendar year, the department managers shall prepare annual plans for work schedules in their areas of responsibility that will satisfy Mesa Water's objectives for its customers and operational functions. The General Manager or designee has the authority to approve and modify work schedules for each department and employee of Mesa Water as needed.

The General Manager and department managers shall monitor the effectiveness and efficiency of work schedules and, at least once per year in December, shall determine whether to continue or modify any of the regular or alternate work schedules.

In the spirit of cooperation, employees are encouraged to discuss their suggestions or concerns with their department managers. Subsequently, affected employees may request a review with the General Manager to discuss a work schedule or a planned change in schedule. The decision of the General Manager shall be final.

Except under urgent operational conditions, Mesa Water shall provide reasonable advance notice in writing to affected employees, if a work schedule change is planned.

B. Meal Periods

Meal periods are not counted as time worked and will be scheduled by the supervisor or department manager.

C. Rest Periods

1. A rest period of fifteen (15) minutes may be taken each morning and afternoon and will be counted as time worked.
2. Rest periods will be scheduled by the supervisor for the employees in each group.
3. Employees are encouraged to take their rest periods, but expected not to abuse this time away from work.

V. POSITION CLASSIFICATION

- A. Classification specifications describe the essential functions of job classifications and the typical duties that an employee is expected to perform. Classification specifications are not intended to limit the work of those typical duties described since other tasks may be assigned that are similar in nature and within the scope of the job classification.
- B. Positions that are similar in type of work, level of difficulty and degree of responsibility are grouped together in the same job classification.
- C. When deemed necessary, the General Manager or designee and department managers will review the work performed by employees to determine whether they are correctly classified. If the duties of a position are found to have changed substantially, the department manager may recommend that the position be reevaluated and reclassified. Classification specifications will be prepared for all new job classifications.

VI. PAY

A. Compensation Policy

As a public entity Mesa Water is committed to rendering service at a fair and reasonable cost. Mesa Water's ability to achieve this objective is affected by a number of factors, one of which is the quality and performance of District employees. In order to attract and retain highly competent employees, promote continuous superior performance and give full recognition to District financial constraints, the following will be considered in establishing employee compensation:

1. The impact of compensation on the cost of services, financial position of Mesa Water and overall operational costs.
2. Compensation paid for similar work in other public and private jurisdictions.
3. The general and specific performance of employees.
4. Status of the labor force, economic conditions, recruitment and retention experience and other factors influencing the maintenance of a stable and efficient work force.

B. Salary Ranges

A salary schedule is adopted by Mesa Water, which consists of a series of salary ranges and steps.

C. Merit Increases

1. A merit increase is advancement to a higher step in the salary range in the appropriate job classification and is based upon a recommendation of the department manager upon presentation of evidence indicating that the work of the employee has met or exceeded agreed upon standards. In no case will an employee's salary exceed the maximum range of the assigned job classification.
2. New employees shall receive a progress report three, six and nine months after employment with Mesa Water District. With the six-month evaluation the employee may receive a one-step merit increase. One year after date of hire, the employee will receive a probationary evaluation at which time they may receive a merit increase. Thereafter, the employee will be placed on the September 1 performance evaluation schedule.
3. Annual Evaluations: Employees shall receive at least one (1) performance evaluation per year. Performance evaluations will be prepared, discussed with the employee and a merit increase granted, if applicable, will become effective on September 1st each year. Consideration for future merit increases will occur annually thereafter on September 1.

4. Promotions & Demotions: If an employee is promoted or demoted, the employee will receive a new merit increase eligibility date (anniversary date). Such date will be six (6) months from the effective date of the promotion or demotion with eligibility for future merit increases occurring annually on September 1 thereafter.
5. Merit advancement will be based upon the following:
 - a. Determination by the supervisor that the employee's performance is meeting the expectations of Mesa Water. Such determination relates to the entire job performance including but not limited to the quality of work, level of work effort, job attitude, cooperation, desire to learn, willingness and ability to accept responsibility, punctuality, regularity of attendance, and an obvious desire to excel.
 - b. Recommendation of a merit increase by the immediate supervisor and department manager.
 - c. Approval of the merit increase by the General Manager.
 - d. Approved step increases will be effective at the beginning of the pay period during which the employee's written performance evaluation occurs.
6. Upon approval of the General Manager, a salary increase of at least one (1) step may be granted to an employee in a service year for proficient job performance provided, however, that no employee's salary will exceed the maximum of the salary range for the assigned job classification.
7. Upon the employee's merit increase eligibility date and in case of outstanding job performance, the General Manager may approve a merit increase of two (2) or more steps, provided that an employee's salary will not exceed the maximum of the salary range for the assigned job classification.

D. Payment of Compensation

1. Base Salary

Employees will be compensated with a base monthly salary which will be payment for the straight time portion of work performed each month.

2. Pay Day

Pay periods are two (2) weeks in duration, terminating each alternate Friday. Payment will be made within the week immediately following the end of the pay period.

3. Pay Upon Termination

- a. Employees who terminate will receive their final pay on the next regularly scheduled pay day. Final pay is made up of unpaid salary for work performed, accrued and unused vacation, comp time and floating holiday hours to the date of termination. A pay adjustment may be made if any District property is not returned.
- b. At the sole discretion of the General Manager, severance pay may be granted to employees terminating under circumstances other than involving gross violation of District rules and regulations.
- c. Direct deposit may not be available for the final paycheck.

E. Overtime

Overtime work is a condition of employment for all employees, as may be deemed necessary by the General Manager or designee. Overtime work must be approved in advance by the employee's supervisor, except in emergency situations.

1. Eligibility for Overtime and Premium Pay

- a. **Exempt Employees:** Employees who are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and who regularly work extra hours, attend evening meetings, and/or who are required to participate in job-related weekend activities or functions for which they do not receive paid overtime, may be granted time-off with pay as authorized by the General Manager.
- b. **Non-Exempt Employees:** Overtime worked by employees who are non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) must be authorized in advance by the employee's supervisor, except in emergency situations.

2. Rate of Pay

- a. One and one-half (1.5) times the employee's regular hourly rate for:
 - (1) Hours worked in excess of forty (40) in any regular seven (7) day work period; or
 - (2) The first eight (8) hours worked on a District holiday when hours worked are in excess of forty (40) in the regular seven (7) day work period.
- b. Two (2) times the employee's regular hourly rate for:
 - (1) Hours worked in excess of eight (8) on a District holiday or on a scheduled day off when the employee receives prior notification to report to work and when hours worked are in excess of forty (40) in the regular seven (7) day work period; or

- (2) Hours worked in excess of thirteen (13) in any work shift, when hours worked are in excess of forty (40) in the regular seven (7) day work period.
 - (3) Overtime hours worked in excess of five (5) by an employee directed to work without prior notification on a scheduled day off.
- c. For the purpose of calculating hours towards overtime, pay for sick leave, holidays and vacation will be considered as hours worked.

3. Compensatory Time

- a. Employees who are eligible to receive compensation for overtime work pursuant to this Section may request in writing that such compensation be in the form of compensatory (comp) time. Upon written approval of the employee's supervisor, the overtime hours will be credited to the employee's compensatory time bank in lieu of being paid. Crediting will be on the same basis as payment. For example, one and one-half (1.5) hours of compensatory time will be credited for an overtime hour which would otherwise be paid at the rate of time and one-half. Standby duty hours are not eligible for comp time.
- b. Cash payouts for accrued comp time are available once each fiscal year. No additional comp time hours may be accrued after the payroll cut-off date for the fiscal year-end payout (last full pay period in June). No accrued hours may be carried over into the next fiscal year. Employees will be notified of their eligibility for a payout by Financial Services prior to each payout date. Employees will be paid for all accrued comp time hours upon termination.
- c. Accumulation maximums will not exceed eighty (80) hours.
- d. The scheduling of comp time off is subject to approval of the department manager who may require that requests for comp time off be submitted up to fourteen (14) days in advance of the requested time off. If District needs require a change in scheduled and approved comp time off, reasonable advance notification of such a change will be given to affected employees.

F. Standby Duty

1. General Regulations

- a. Standby duty is an assignment of responsibility to remain available to respond rapidly to emergency calls after the regular work day, on holidays and on weekends.
- b. The assignment is one (1) week in duration, normally from the end of shift on a particular day of the week to the end of shift on the same day the following week. The Water Operations Supervisor will establish the work schedule within this period for each employee assigned the duty and may grant exchanges of duty for justifiable reasons.

Employees who are assigned are authorized to use the duty truck provided by Mesa Water only for District business.

- c. Employees assigned to standby duty are those who have completed satisfactory training, live within twenty-five (25) miles to the nearest District boundary and meet all eligibility requirements established by the Water Operations Supervisor.
- d. In the event there are an insufficient number of employees to fulfill the requirements for standby duty, the Water Operations Supervisor or designee will assign employees to the standby duty.
- e. The department manager may adjust the standby duty schedule assignments in Distribution and Production to minimize additional costs due to an alternate work schedule, and to assure fairness among employees.
- f. The Standby Duty Program will be as follows:

Standby Duty Program

Description	Production	Distribution	General Employee
Mandatory Participation	Yes	Yes (for new hires after 9-12-2014)	No, but in the event there are an insufficient number of eligible and qualified employees participating in the standby duty, the Manager or designee will assign employees to standby duty.
Standby Pay	\$350/week (\$50/day)	\$350/week (\$50/day)	\$50/day
Duty Pay	Employee's regular hourly rate at time and one-half, with a one-hour minimum for standby call-outs. *	Employee's regular hourly rate at time and one-half, with a one-hour minimum for standby call-outs. *	Employee's regular hourly rate at time and one-half, with one-hour minimum for standby call-outs.*
Use of District Truck	Yes	Yes	No, unless pre-approved by Manager or designee. In the event of an emergency, employee would use personal vehicle and submit for mileage reimbursement.
Trade days with another qualified employee	Yes – subject to Supervisor's consent	Yes – subject to Supervisor's consent	Yes – subject to Supervisor's consent
Split Shifts	No	No	No
Paid Daily Duties – assigned by Supervisors	When business need arises	When business need arises	When business need arises

* A standby "call-out" is an after-hours service call that requires the standby employee to visit the location in person, rather than responding by telephone, radio, computer, or other electronic means. Non call-out communications are paid for the actual time worked (no minimum).

G. Establishment of Rates of Pay

1. New Employees

a. Full-Time Employees

The starting rate for a newly-hired employee will normally be the first step of the salary range of the class to which the position is allocated. If exceptional qualifications of the candidate indicate that a higher hiring rate would be in Mesa Water's best interest, appointment at a higher step in the salary range may be authorized by the General Manager.

b. Temporary and Part-Time Employees

Temporary and part-time employees will be paid in accordance with their employment contract, but not less than the State of California minimum wage.

2. Promotions

a. Effective upon promotion, employees will be placed in a salary step of the new classification which grants an increase in base salary of at least five percent (5%), provided no employee's base salary will exceed the maximum of the specified salary range.

b. The base salary of employees who successfully complete the promotion probationary period will be advanced to a step in the salary range appropriate to the employee's level of performance. This increase will be effective upon completion of probation and in no event will exceed the maximum of the range.

3. Demotions

a. If it is determined at any time during the probationary period that a promoted employee cannot satisfactorily perform the duties of the new position, the employee will be returned to the position and step in the salary range from which promoted.

b. The base salary of employees demoted at their own request to a position in a lower salary range will be their current salary or the maximum rate of the new position, whichever is lower.

c. In the event of a disciplinary demotion, the employee's salary will be set at the salary rate of the lower classification, which is at least five percent (5%) less than the rate received in the higher class.

4. Transfers

The base salary and merit increase eligibility dates of employees transferred to another classification in the same salary range as their former classification will be unchanged.

5. Recall from Layoff

- a. The base salary of employees recalled from layoff to a position in the same salary ranges as that from which they were laid off will be the same step in the salary range they were being paid when laid off.
- b. The base salary of employees recalled from layoff or demoted in lieu of layoff to a position in a lower salary range than they occupied when laid off or demoted in lieu of layoff will be their rate at the time of layoff or demotion in lieu of layoff or the maximum rate for the new position, whichever is lower.

6. Out-of-Class Temporary Appointments

Employees who are given an out-of-class temporary appointment to a higher classification will be compensated as follows:

- a. Their rate of pay will remain unchanged during the first one hundred sixty (160) hours worked in such appointment.
- b. After working in excess of one hundred sixty (160) hours in an out-of-class temporary appointment the employee will be paid the minimum rate of the higher classification or at a rate five percent (5%) higher than their current rate, whichever is higher. In no case will employees be paid a rate in excess of the top step of the salary range for the position to which they are temporarily assigned.
- c. Employees must meet the minimum requirements of the higher classification and must be assuming substantially the full range of duties and responsibilities of the higher-level position to be eligible for the out-of-class compensation.

In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation (2 CCR Section 571), the monetary value of Out of Class Temporary Appointments and Compensation for Temporary Assignments pay shall be reported to CalPERS as Special Compensation as described in Title 2 CCR, Section 571(a)(3) Premium Pay, Temporary Upgrade Pay.

7. Compensation for Temporary Assignments

With the prior approval of the General Manager, an employee may be granted a temporary pay increase when the employee is temporarily assigned to assume, and regularly performs, some of the duties of a position that is allocated to a higher maximum rate.

Generally, eligible assignments are those with an expected duration of at least 160 continuous hours.

In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation (2 CCR Section 571), the monetary value of Out of Class Temporary Appointments and Compensation for Temporary Assignments pay shall be reported to CalPERS as Special Compensation as described in Title 2 CCR, Section 571(a)(3) Premium Pay, Temporary Upgrade Pay.

8. Shift Differential

Employees who are assigned on a regular basis to shift work will be compensated an additional five percent (5%) above their normal salary for scheduled hours between the hours of 6:00 p.m. and 5:00 a.m.

In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation (2 CCR Section 571), the monetary value of Shift Differential pay shall be reported to CalPERS as Special Compensation as described in Title 2 CCR, Section 571(a)(4) Special Assignment Pay, Shift Differential.

9. Reclassifications

Whenever a position is reclassified and the incumbent is reclassified with the position, the incumbent may be placed at a step equal to the employee's current salary. If there is no step equal to the employee's current salary and the reclassification is to a higher salary range, the employee may be placed on the closest step that is above the employee's current salary. If there is no step equal to the employee's current salary and the reclassification is to a lower salary range, the employee may be placed on the closest step that is below the employee's current salary. In some cases the employee may retain the salary for the old classification until the new salary range equals or exceeds the employee's current salary (y-rate). Final determination of salary step upon reclassification rests with the General Manager.

VII. ATTENDANCE, LEAVES, AND BENEFITS

A. Vacations

1. Vacation Allowances

Full-time Mesa Water employees accrue vacation credit in accordance with the following schedule. Part-time partially benefited employees are eligible to participate in some Mesa Water benefit programs as described in the Employee Benefits Summary Handbook. Temporary employees are ineligible to receive holiday pay unless specified in their employment contract.

Accruals Are Shown In Hours Per Pay Period

<u>Period of Continuous Employment</u>	<u>Represented Employees</u>	<u>Supervisory/ Confidential & Management</u>
1st and 2nd years	3.40	3.40
3rd and 4th years	4.30	4.30
5th through the 9th years	5.23	5.23
10th through the 14th years	6.15	6.15
15th through the 19th years	7.10*	6.15**
20th year and thereafter	8.00*	6.15**

* Supervisory/Confidential and Management employees initially hired before 7/1/99, including those Mesa Water employees hired before 7/1/1999, who later became part of the Supervisory/ Confidential or Management groups.

** Supervisory/Confidential/Management employees initially hired after 7/1/99 only.

- a. The maximum vacation accumulation for the Represented Employees is 300 hours. The maximum vacation accumulation for both the Management and Supervisory/Confidential groups is 360 hours.
- b. New Mesa Water employees accrue vacation, but may not use it until six (6) months of employment has been completed.

2. Computation of Vacation Credit

- a. Vacation credit is accrued on a pay period basis except during the first and last pay periods of employment when pro-rata credit is given for hours worked.

- b. Employees must be in paid status more than one-half (1/2) of the pay period to be eligible for vacation credit.
- c. Vacation credit at the rate applicable to the affected period of continuous employment will not accrue during unexcused absences or during the following absences, which extend for twenty (20) or more consecutive working days:
 - (1) Time between a layoff and rehire.
 - (2) Approved unpaid personal or indefinite military leave of absence, unless otherwise provided by law.
 - (3) Approved medical leave except when the employee is receiving a payment from Mesa Water which when combined with State Disability Insurance (SDI) or Workers' Compensation payments results in the employee receiving at least ninety percent (90%) of regular salary.
- d. Temporary employees do not accrue vacation credit and are not eligible to take vacation time off.

3. Use of Vacation Credit

- a. Vacation credits may not be used during the first six (6) months of employment. The use of vacation credits will not exceed the number of whole days accrued by the employee as of the pay period ending date prior to the day the employee's vacation commences.
- b. The scheduling of vacation time is subject to approval of the department manager who may require that requests for vacations be submitted up to thirty (30) days in advance of the requested start of vacation. If District needs require a change in scheduled and approved vacation, reasonable advance notification of such a change will be given to affected employees.
- c. Employees are encouraged to take earned vacation in increments sufficiently long to allow for the rest and rejuvenation which are objectives of the vacation program. Vacation usage of a week's or more duration will be encouraged. In no event may vacation be used in less than one-half (1/2) hour blocks.
- d. Unless approved by the General Manager, the maximum vacation accumulation shall be 300 hours for the Employees' Group and 360 hours for Management and Supervisory/Confidential Group.
- e. Management and Supervisory/Confidential employees who have used a minimum of forty (40) hours vacation during the fiscal year may cash out a total of eighty (80) hours

of vacation. After using a minimum of eighty (80) vacation hours, employees may sell back up to one hundred twenty (120) vacation hours.

- f. A District holiday occurring during an employee's vacation will not be considered as a day of vacation.
- g. Jury duty occurring during an employee's vacation will not be considered as a day of vacation until Mesa Water's jury benefit has been exhausted.
- h. Subject to the provisions of the Sick Leave section of these rules, an employee who becomes ill while on vacation may use accumulated sick leave in lieu of vacation time for the period of such illness; provided, however, that Mesa Water is not obligated to extend the vacation beyond the scheduled expiration date.
- i. An employee who is receiving State Disability Insurance (SDI) or Workers' Compensation payments, and has exhausted sick leave accumulations, may use accrued vacation to supplement said payment provided that the total amount received shall not exceed ninety percent (90%) of regular salary.
- j. Vacation may be used as accrued. However, in no event will paid vacation exceed the employee's accrued vacation as of the end of the most recent pay period.

4. Termination

Employees who terminate will be paid for all accrued and unused vacation at their rate of pay at the time of termination.

B. Holidays

1. Observed Holidays

Mesa Water will provide full-time employees a total of eighty (80) hours for ten (10) specific observed holidays as follows:

New Year's Day (January 1)	8 hours
Martin Luther King's Birthday (third Monday in January)	8 hours
Presidents' Day (third Monday in February)	8 hours
Memorial Day (last Monday in May)	8 hours
Independence Day (July 4)	8 hours
Labor Day (first Monday in September)	8 hours
Veterans' Day (November 11)	8 hours
Thanksgiving Day (fourth Thursday in November)	8 hours
Friday immediately following Thanksgiving Day	8 hours
Christmas Day (December 25)	8 hours

a. Observed Holidays Falling on Saturday and Sunday

An Observed Holiday falling on Saturday shall be observed on Friday, the day preceding, and a holiday falling on Sunday shall be observed on Monday, the day following.

b. Pay for Observed Holidays

Full-time employees are paid for eight (8) hours at their base hourly rate for each holiday which falls on a day of the week that they would normally work.

For an employee who has an alternate work schedule, and a holiday falls on a Business Day that the employee would normally work nine (9) hours, each affected employee shall use one (1) hour of accumulated vacation leave (if eligible) available floating holiday hours, accumulated comp time, or if none of the above are available, the employee will be given one hour leave without pay, to make up the difference.

For an employee who has an alternate work schedule, and a District observed holiday falls on the employee's Business Day off, the eight (8) hours of holiday time normally taken on that day may be scheduled on an alternate Business Day, as approved by their supervisor. All holiday hours for a fiscal year must be used prior to the end of the fiscal year in which the hours were accumulated.

2. Floating Holidays

a. Annual Award: Full-time Mesa Water employees receive an award of 9.0 hours of Floating Holiday time at the beginning of each fiscal year. The floating holiday hours are primarily intended to supplement eight (8) hour holidays for those employees who would normally work nine (9) hours, but may be taken at the option of the employee subject to the approval of the department manager or designee.

b. Unused Hours: Any portion of the nine (9) hour floating holiday time which is unused at the end of the fiscal year will be converted to vacation time. Employees hired after the beginning of the fiscal year receive prorated floating holiday hours, with one less hour for each Observed Holiday that has passed, with the exception of the Friday after Thanksgiving, an eight (8) hour holiday. Floating holiday time is created and paid on full-hour basis.

3. Special Holidays

In addition to the ten (10) Observed Holidays, Mesa Water also grants Christmas Eve, December 24th, and New Year's Eve, December 31st as Special Holidays in years in which these dates fall on a Monday, Tuesday, Wednesday, or Thursday. Employees are paid their normally scheduled work hours as holiday hours on these dates. These Special Holidays do not result in holiday in-lieu or additional floating holiday hours, but are treated the same as Observed Holidays for purposes of calculating Overtime pay.

4. Eligibility for Holiday Pay

- a. Eligible employees must be in paid status for their full regularly scheduled workdays before and after the holiday to be eligible for holiday pay.
- b. Full-time probationary, regular, supervisory/confidential employees and managers are eligible for holiday pay. Temporary employees are ineligible to receive holiday pay unless specified in their employment contract. Part-time, partially benefited employees receive holiday pay as described in the Mesa Water District's Employee Benefits Summary Handbook.
- c. An employee on an approved medical disability, temporary military training leave of absence or other authorized paid leave will receive Observed and Special holiday pay provided the employee is receiving a payment from Mesa Water which when combined with State Disability or Workers' Compensation payments results in the employee receiving at least ninety percent (90%) of regular salary. Employees on any type of unpaid leave of absence or unauthorized leave will receive no holiday pay for any holiday occurring during such absence.
- d. Employees assigned to standby duty are paid for Observed and Special holidays in accordance with the provisions of the standby duty rules.
- e. Employees on jury duty will be paid holiday pay as provided above for any Observed and Special holiday occurring during the periods of jury service.
- f. Employees who extend a holiday by unexcused absence on the last regular work day before or the next regular work day after a holiday may be subject to discipline.

C. Leaves

1. Sick Leave

a. Sick Leave Accrual

(1) Full-Time Employees

- i. Full-time employees accrue 3.7 hours of sick leave per pay period.
- ii. Employees must be in paid status more than one-half of each pay period to be eligible for sick leave accrual. "Paid status" includes regularly scheduled work hours, sick leave, vacation, holidays, and comp time, but excludes overtime.
- iii. Sick leave allowance may be carried forward each fiscal year.

iv. Sick leave allowance shall not be credited for unapproved absences or during the following absences, which extend for twenty (20) or more working days:

- Approved personal or indefinite military leave of absence, unless otherwise provided by law.
- Approved medical leave during which the employee is paid less than ninety percent (90%) of regular salary in conjunction with State Disability Insurance (SDI) or Workers' Compensation.

(2) Part-Time, Temporary, and Limited Term Employees

Part-time, temporary, and limited term employees directly employed by the District are provided with 3 days or 24 hours of paid sick leave at the beginning of each 12-month period in compliance with California's Paid Sick Leave Law. Any unused paid sick leave from the previous 12-month period will not carryover to the new 12-month period. Part-time, temporary, and limited term employees are not eligible to begin using any accrued paid sick leave until the 90th day of employment with the District.

(3) Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) will run concurrently as appropriate during medical leave.

b. Use of Sick Leave

Accumulated sick leave with pay is not considered a privilege which an employee may use at their discretion, but will only be allowed for:

(1) For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

(2) For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

- Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
- Spouse or Registered Domestic Partner
- Parent/Parent-in-law (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
- Grandparent
- Grandchild
- Sibling

(3) To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

c. Conditions on Sick Leave Usage

- (1) Pursuant to Labor Code Section 233, the District shall permit full-time employees to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the time of the employee's then current rate of entitlement for the purposes noted above in this policy under Subsection (b) ["Use of Sick Leave"] without such use of sick leave otherwise affecting the employee's terms of conditions of employment.
- (2) The employee's supervisor must be notified prior to the start of the employee's shift as to the reason for the absence and probable duration of the absence. In addition, the supervisor must be personally contacted as soon as possible, but in no event later than one (1) hour after the beginning of the employee's workday. Consideration will be given for extraordinary circumstances.
- (3) Injuries sustained on the job must be reported to the injured employee's supervisor as soon as possible and within twenty-four (24) hours after the injury occurred.
- (4) Employees may be required to provide their supervisor with a written statement from the attending physician concerning the reason for the absence and a release to work to the extent permitted by law.
- (5) During the course of a medical leave or an extension thereof, if requested by Mesa Water, the employee shall submit to an examination by a physician designated and paid for by Mesa Water. Should Mesa Water's physician determine that the employee is able to return to work, the medical leave will be terminated in accordance with such physician's findings.
- (6) Sick leave may not be used for absence on a holiday on which an employee is scheduled to work to the extent permitted by law.

- (7) Sick leave may be used as it is accrued. However, in no event will paid sick leave exceed the employee's accrued sick leave allowance as of the end of the most recent pay period.
- (8) The minimum charge to an employee's sick leave allowance will be one-half (1/2) hour. Absences of more than one-half (1/2) hour will be charged to the nearest full hour.
- (9) An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the District.
- (10) If an employee separates from District employment and is hired by the District within one-year of the date of separation, up to 6 days or 48 hours of previously accrued and unused paid sick leave hours shall be reinstated to the extent provided under Labor Code Section 246(f). However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the District before any paid sick leave can be used.
- (11) A supplementary payment to SDI, for both the Disability Insurance (DI) and Paid Family Leave (PFL) programs, and to Workers' Compensation payments which, when combined with said payments, results in a maximum payment of ninety percent (90%) of the employee's regular salary. If an employee chooses not to submit a PFL claim under SDI, they may still use up to six-weeks of their accrued Sick Leave to care for a qualifying family member under Mesa Water District's Family Care and Medical Leave policy if the leave qualifies as FMLA or CFRA leave and is due to extraordinary circumstances as approved by the General Manager or designee in advance.
- (12) Periods of incapacity due to illness, injury, disability or pregnancy while an employee is on paid vacation may be charged to the employee's sick leave allowance provided:
 - i. The incapacity is of such a nature as to prevent the effective use of the vacation and would prevent the performance of normal duties if the employee were not on vacation.
 - ii. Notice is given to the employee's supervisor within four (4) calendar days of the onset of the incapacity or the end of the scheduled vacation period, whichever is earlier.
 - iii. Upon return to work, the employee presents a statement from the attending physician to the extent permitted by law.

2. FMLA/CFRA Leave

Up to twelve (12) workweeks of leave (26 workweeks for injured servicemember leave) without pay for family and medical care leave will be granted to employees who have worked a minimum of 1,250 hours in the twelve (12) months preceding the date of the leave as is outlined in the Family and Medical Leave Act (FMLA). As specified in the FMLA, Mesa Water will maintain the level of benefits to which the employee is entitled per the Memorandum of Understanding with the employee responsible for maintaining a timely schedule of payments for any portion of cost over and above the allocated flex credit amount for which the employee is eligible.

See Mesa Water District's Family Care and Medical Leave Policy, DM-050, for the most recent information on the FMLA.

3. Pregnancy Leave

A pregnant employee will be entitled to a leave of absence without pay for up to four (4) months so long as the employee's attending physician certifies that she is physically unable to work due to pregnancy, childbirth or a related medical condition. During this unpaid leave of absence, the District may require the employee to use sick leave and upon expiration of sick leave, the employee has the option of using earned compensatory time and /or vacation credits. The Family and Medical Leave and the California Family Rights Act Leave will run concurrently as appropriate during this medical leave to the extent permitted under 2 C.C.R. Sections 11045-11046. The District will also continue providing health benefits to the employee while on pregnancy leave under the same terms and conditions as if the employee was continuously working.

Upon expiration of the approved leave, the employee will be reinstated to her former position or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off. The comparable position is one having similar terms of pay, location, job content and promotional opportunities. Prior to the employee being reinstated, Human Resources may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

Failure to return to work after the authorized leave period causes the employee to have no reinstatement rights. An employee who plans to take such a leave should give reasonable notice of the date the leave shall commence and the estimated duration of the leave.

4. Bereavement Leave

- a. When an employee is absent from work because of the death of a member of the extended family, the employee may take up to a maximum of five (5) days of paid bereavement leave for each such incident. A maximum of eighty (80) hours per fiscal year may be used.

- b. "Extended family" is defined as spouse, children, step-children, parents, step-parents, parents-in-law, grandparents, step-grandparents, grandparents-in-law, grandchildren, step-grandchildren, brothers/sisters, step-brothers/sisters, brothers/sisters-in-law, aunts, uncles, nieces and nephews.
- c. Bereavement leave as provided in this Section will not be charged to the employee's accumulated sick leave or vacation credits.

5. Personal Leave of Absence

- a. The General Manager may grant a personal leave of absence, paid or unpaid, of not more than two (2) calendar weeks to an employee requesting it in writing at least two (2) weeks in advance of the requested start of the leave. If circumstances prevent such advance notice, this requirement may be waived.
- b. If an unusual emergency occurs which would prevent the employee from returning to work at the end of the leave, upon formal request, the General Manager may grant one (1) extension of up to two (2) calendar weeks.

6. Unpaid Leave

An employee who desires a leave of absence without pay, not to exceed one (1) year, shall file a written request with the department manager for approval by the General Manager or designee stating position, title, the beginning and ending dates of the proposed leave, and reasons for such request. Leave of absence without pay may be granted for illness exceeding accumulated sick leave, child care absences exceeding pregnancy disability leave, extension of vacation time or any other reason which is deemed to be in the best interests of Mesa Water. An employee shall not be entitled to an unpaid leave as a matter of right unless mandated by law.

Leaves of absence without pay will constitute a break in employment for the purpose of determining employment status and will constitute a termination of all rights and benefits of employment except the right to reemployment as provided herein, except in cases where due process rights have attached. Vacation credits, sick leave credits, increases in salary, all other paid leaves, holidays, fringe benefits and other similar benefits will not accrue to an employee granted such leave during the period of absence. Employees who are out on FMLA leave will have access to coverage under any group medical plan under the same conditions as if the employee had been continuously employed. Upon return following an approved leave of absence, the employee will resume the status and have the rights, benefits, and accumulations thereof which the employee had on the last day preceding such leave of absence, and a new anniversary date may be adopted. Failure on the part of an employee on leave to report promptly at its expiration may be cause for disciplinary action including discharge. Employees on family medical leave without pay will be entitled to a continuation of medical benefits.

a. Job-Related Injury or Occupational Disease

An employee, who sustains a job related injury or incurs an occupational disease arising out of or during the course of employment, will be granted a leave automatically for the full period of legal temporary disability.

b. Flex Credits

If an employee is not in a paid status for more than one half (1/2) of the pay period, flex credits will not be paid for that period.

6. Child-Related Activities Leave

Per Labor Code 230.8, any District employee who is a parent, guardian, stepparent, foster parent, or grandparent having custody of one or more children in kindergarten through 12 or attending a licensed child care facility will be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the year, without pay, to participate in child-related activities. Employees can also use such leave to address a child care provider or school emergency. Such employee must provide reasonable advance notice of the planned absence. The employee may be required to use vacation and/or compensatory time-off to cover the absence. Mesa Water may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody, work for Mesa Water, only the first requesting employee will be entitled to leave under this provision.

7. Military Leave

Military leave will be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide the department manager, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

8. Jury Duty Leave

Employees who perform jury duty are granted a maximum of seven (7) Business Days off without loss of pay while engaged in activities required by the court provided a Jury Summons and Proof of Service form from the court are provided to the employee's manager/supervisor. Employees performing jury duty requiring their absence from work in excess of seven (7) Business Days will be granted a leave of absence for the duration of the duty. At the employees' option, they may use accumulated paid vacation or compensatory time to continue to receive their regular salary. In the absence of paid vacation, the leave will be without pay, however affected employees will continue to receive other District benefits and accrue seniority as if they were working.

9. Voting

Time off work for voting in general, direct primary or presidential primary elections is in accordance with the laws of California which provide, in substance:

- a. If a registered voter does not have sufficient time outside working hours in which to vote, the employee may take off enough time from work, when added to available voting time outside working hours that will enable the employee to vote. Up to two (2) hours of such time off work will be allowed before time off is deducted from the employee's pay.
- b. Time off from work must be at the beginning or end of the regular work day, whichever will permit the most free time for voting and the least time off work.
- c. At least two (2) days' notice in advance of the election must be given by the employee who requests time off work to vote.

10. Conditions of Leave

- a. Except as otherwise provided herein, all leaves of absence will be without pay.
- b. An employee who engages in outside employment, either for another employer or in self-employment, during a leave of absence may be deemed to have resigned without notice, unless such activity is expressly authorized by Mesa Water at the time the leave is granted.
- c. An employee who fails to report to work upon expiration of a leave or an approved extension thereof will be deemed to have resigned without notice.
- d. Employees who are absent without approval for more than three (3) consecutive regularly scheduled work days, will be deemed to have resigned without notice.
- e. Mesa Water will not advance wages during an employee's waiting period for a leave or disability.

D. Insurance

Mesa Water provides a program of insurance for all eligible full-time employees and their dependents. Part-time partially benefited employees are eligible to participate in some Mesa Water benefit programs as described in the Employee Benefits Summary Handbook. Temporary employees are not covered by Mesa Water's insurance plans unless otherwise specified in their employment contracts.

Details concerning insurance benefits are contained in the Employee Benefits Summary Handbook which is issued from time to time to each eligible employee. This booklet summarizes the provisions of the Group Policy principally affecting the persons insured. The

final interpretation of any specific provision in this booklet is governed by the terms of the official plan documents for each policy. Eligible employees and dependents are covered as follows:

1. Coverage of employees commences on the first day of the month following the date of hire. This is in accordance with current benefit plan requirements that may be modified.
2. Enrolled dependents are covered on the date the employee's insurance is effective or on the date an individual becomes a dependent and is enrolled, whichever is later.
3. With the exception of employees terminated for gross misconduct, employees who lose health care benefits due to termination or a change in category of employment may continue to receive coverage at their own expense through Mesa Water's group policy in accordance with provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

E. Retirement Plan

Mesa Water contracts with California Public Employees Retirement System (CalPERS), which provides benefits to eligible employees upon retiring and, in addition, benefits to eligible employees who become permanently disabled prior to retirement.

F. Tuition Assistance

1. Purpose

In order to encourage full-time Mesa Water employees to develop and improve their job-related skills through continuing education, Mesa Water has established a plan of tuition assistance for employee education.

2. Eligibility

- a. To be eligible to participate, employees must have completed six-months of employment with Mesa Water.
- b. The course(s) must be approved in advance by the employee's department manager and the General Manager or designee prior to enrollment. Eligible courses must:
 - (1) Relate directly to the employee's present assignments at Mesa Water;
 - (2) Not conflict with the employee's regular work schedule, unless approved by the General Manager; and
 - (3) Be given by an accredited or approved college or school which offers full credit toward a degree for such courses. Correspondence courses will be approved,

provided they are given by an accredited college which offers full credit toward a degree for such courses.

3. Reimbursement

Employees, who receive prior approval for courses or a program, continue to be employed by Mesa Water, and achieve a final grade of "C" or better will be reimbursed on a semester or course basis, whichever is applicable, at no more than the California State University rates for California residents for the cost of tuition, normal fees, and books.

G. Career Development

Employees who have completed at least one-year of service with Mesa Water may be eligible for tuition assistance for additional college courses, which while not directly related to their current job, are part of an approved degree or certificate program. Tuition reimbursement approval for these courses shall be dependent upon pre-approval by the General Manager or designee and submission of an Annual Career Development Plan, and subject to the same reimbursement rules as the Tuition Assistance program.

H. Certification and License Reimbursement

1. Many of Mesa Water's job descriptions require certification from various agencies, such as the American Water Works Association, the County of Orange, the Department of Public Health, the State of California and the Department of Motor Vehicles. To encourage employees to obtain the required certification and to promote advancement from within Mesa Water, a certification reimbursement program has been established.
2. Application fees associated with any examination taken for the first time, including all certification upgrades will be paid by the employee. The employee will be reimbursed by Mesa Water upon presenting proof of successfully passing the exam and obtaining the certification.
3. Renewal fees for certification currently held by employees will be paid by Mesa Water directly to the certifying agency. It is the employee's responsibility to submit the certification renewal notice from the State for payment within a timely manner of receipt, as the Regulations require that renewal fees be paid at least four months before the expiration date. Mesa Water will not pay any late fees incurred by employees because of untimely submission of fee invoices to District officials for any reason.
4. Class A driver's license fees will be paid by Mesa Water directly to the Department of Motor Vehicles. Likewise, Mesa Water will make payment directly to the physician providing the physical examination portion of the test. If an employee fails the written or driving portion of the Class A test, the employee will be required to pay any future fees for re-testing, until he/she successfully passes. If the employee fails to pass the written or driving portions of the test prior to termination of employment, the employee will be required to reimburse

Mesa Water for any fees Mesa Water had previously paid to the Department of Motor Vehicles on the employee's behalf.

5. Employees are responsible for enrolling, participating in, and tracking any/all required contact hour training to obtain and maintain the certificates or licenses required to perform their jobs. If the contact hour training is provided by Mesa Water on work time, or if Mesa Water requires an employee to attend a specific program or class, then the fees and time to attend the class will be paid by Mesa Water. Coursework obtained from accredited colleges or universities are subject to tuition assistance as provided for in Chapter VII, Section F.
6. Technical Certification Incentive Program awards an annual payment each December to Supervisory/Confidential employees who hold one or more current and valid certification(s), issued by the California Department of Public Health (DPH) and/or American Water Works Association (AWWA), at a rate of \$100 for each certification level above the minimum required in their job specification. Where the employee's job specification does not indicate a minimum certification level, the maximum annual payment will be \$100 per DPH or AWWA certificate held.

In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation (2 CCR Section 571), the monetary value of Technical Certification Incentive Program and Professional Certification Incentive Program pay shall be reported to CalPERS as Special Compensation as described in Title 2 CCR, Section 571(a)(2) Educational Pay, Educational Incentive.

7. Professional Certification Incentive Program (PCIP) awards a \$500 one-time payment to a Management or Supervisory/Confidential employee who, while employed by Mesa Water, completes an educational course of study or program resulting in a college degree or relevant professional certification, which was approved in advance for the PCIP by Mesa Water's General Manager.

In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation (2 CCR Section 571), the monetary value of Technical Certification Incentive Program and Professional Certification Incentive Program pay shall be reported to CalPERS as Special Compensation as described in Title 2 CCR, Section 571(a)(2) Educational Pay, Educational Incentive.

I. Uniforms

All employees who are provided with uniforms, or receive an annual allowance for safety boots, are required to wear them at all times on the job. Uniforms and safety boots must be clean and in good condition.

In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation (2 CCR Section 571) FOR CLASSIC MEMBERS ONLY as defined by the Public Employees' Pension Act of 2013, the monetary value of the

rental and maintenance of the required uniforms shall be reported to CalPERS as Special Compensation as described in Title 2 CCR, Section 571(a)(5) Statutory Items, Uniform Allowance.

J. Service Awards

Upon completion of one (1) year and each five (5) year segment of service, employees are presented an appropriate service award by Mesa Water. For calculating years of service, the total number of years worked are counted regardless if a break in service occurs.

VIII. LAYOFF AND RECALL

A. Layoff

1. In the event a reduction in Mesa Water's labor force becomes necessary, Mesa Water will determine employees who are to be laid off, with consideration given to work needs, work performance and length of continuous employment.
2. Mesa Water will first determine the classifications from which employees subject to layoff will be drawn. All employees in the selected classifications will be subject to layoff, except employees who have special or unique skills essential to District operations. Part-time, temporary and new probationary employees in classifications from which positions are to be eliminated will be subject to layoff or termination prior to regular employees.
3. Work performance will be the primary determinant of the order of layoff among employees subject to layoff. Employees whose performance is the least satisfactory will be laid off first. Among employees whose work performance is relatively equal, those employees with less continuous employment will be laid off first. Performance will be determined by a review of the employee's last performance evaluation and disciplinary actions, if any, during the last two (2) years.

B. Displacement/Bumping Rights

Regular employees who have been designated for layoff but have held regular status in a lower level classification within the same classification series or department may displace employees in the lower classification provided the employee displacing has greater classification length of service than the incumbent being bumped. The employee bumping must also have a satisfactory or better rating on the last performance evaluation. If an employee in the higher classification has not held status in a lower classification or does not meet the qualifications of the lower classification, then no displacement options will become available to that individual.

C. Reemployment List

1. Regular employees who have received a "meets standards" or better performance evaluation for all of the twelve (12) months prior to layoff, have completed their probationary period, have not been denied a merit increase during the twelve (12) months prior to layoff, and who have been laid off will be placed on a reemployment list for the classification from which they were laid off.
2. Employees laid off for a continuous period in excess of one (1) year shall no longer be eligible for recall, and their names shall be removed from the reemployment list. However, an employee may request that his/her name be retained on the list for an additional year if the request is received prior to the end of the one (1) year period.

D. Recall

1. When new jobs are created or vacancies occur, Human Resources will determine whether there are employees on the reemployment list or employees who have been given notice of intended layoff and who are qualified to fill such jobs. For purposes of this section, "qualified" is defined as an employee who held a regular position with Mesa Water at the time of layoff, has received a "meets standards" or better performance evaluation for all of the twelve (12) months prior to the layoff or to receiving a notice of intended layoff, has not been denied a merit increase during the twelve (12) months prior to layoff and meets all of the minimum requirements for the new or vacant position. In cases where there is no current performance evaluation on file, the most recent performance evaluation will be used.
2. Employees on the reemployment list are eligible to be recalled in reverse order of layoff, first, to a position in the class from which they were laid off. If no vacancies occur in their former class, and if they are qualified, they are eligible for recall to another position in a lower class.
3. An employee who is offered and refuses to accept a position in the class from which laid off, will lose all reemployment rights under these rules.

IX. SAFETY

- A. The provisions of Mesa Water District's Safety Policies and Injury and Illness Prevention Program (Mesa Water's Policy HSE-019) are adopted by reference and made part of Mesa Water's Employee Rules & Regulations. Upon employment, employees are given a copy of Mesa Water's Injury and Illness Prevention Program document, made aware of the Safety Policies and are required to comply with their provisions. Attendance at Mesa Water's safety meetings is mandatory unless otherwise approved by the appropriate department manager.
- B. Employees are required to conform to District policies governing the operation of District vehicles and use of private vehicles for District business (Mesa Water District's Policy DM-013).

X. PERFORMANCE EVALUATIONS

A. Evaluation Process

Performance evaluation is an on-going process assessing individual employee performance as to such job related factors of quantity and quality of work, ability, reliability, attendance and other work related areas. An employee must give satisfactory performance and meet expected standards to be eligible for a merit increase or promotion. Deficiencies in performance by an employee may result in a decrease in salary, suspension, demotion or dismissal.

Department managers shall periodically rate the performance of each employee; provided, however, that the department managers may delegate the responsibility for rating the performance of specified employees in their departments to that employee's supervisor. Interim reports may be completed as necessary when changes in work performance occur. Each employee will be informed in such reports of strengths and weaknesses. The employee shall sign the report to acknowledge its contents. The employee will have the opportunity to respond to the performance evaluation within five (5) Business Days unless the department manager grants an extension. The performance reports will not be subject to any grievance and/or appeal procedure.

B. Problem Solving Process

While performance evaluations are not subject to grievance, Mesa Water provides for a problem-solving process to assure open lines of communication between employees and their supervisors, preferably at the lowest possible level within the department.

The problem solving process includes the following steps:

1. An employee who disagrees with the performance evaluation may request a follow-up or second meeting with the evaluator for the purpose of providing additional information and requesting a modification. The employee must request the meeting, in writing, within five (5) Business Days of the date the employee received the evaluation. The evaluator will make a reasonable effort to schedule such a meeting within five (5) Business Days of the request. The employee may bring another employee for support at their option, but this individual may not serve as an advocate or an employee representative at this meeting. The name of the additional employee shall be provided to the evaluator in the written request for the meeting.

The employee and the evaluator shall meet in a spirit of cooperation and attempt to resolve any disagreements or questions. The evaluator may provide a written response to the employee within ten (10) Business Days of the meeting. This additional time may be necessary to research, process new/additional information and prepare a response. A copy of the above-referenced correspondence will be placed, along with the evaluation, in the employee's personnel file.

2. An employee, who is not satisfied with the written response from the evaluator, may request a meeting with the General Manager or designee to present the same information. Such request shall be made, in writing, within five (5) Business Days of receipt of the response from the evaluator. Every reasonable effort will be made to schedule a meeting within ten (10) Business Days of the request. The employee may bring another employee for support at their option, but this individual may not serve as an advocate or an employee representative at this meeting. The name of the additional employee shall be provided to the General Manager in the written request.

The employee and the General Manager shall meet in a spirit of cooperation and attempt to resolve any disagreements or questions. The General Manager may provide a written response to the employee within ten (10) Business Days of the meeting. This additional time may be necessary to research, process new/additional information and prepare a response. A copy of the above-referenced correspondence will be placed, along with the evaluation, in the employee's personnel file.

The decision of the General Manager shall be final.

NOTE: As permitted by the Employee Rules and Regulations, Chapter X. Performance Evaluations, an employee shall have the right to submit a written response to the evaluation. If the problem-solving process is utilized, the time frame to submit this rebuttal/response may be increased from five (5) Business Days to an amount of time not to exceed thirty (30) days from the date the employee received the performance evaluation.

XI. GRIEVANCE PROCEDURE

A. Purpose

A grievance procedure has been established for the following purposes:

1. To promote improved employer/employee relations by establishing an appropriate means for determining the validity of grievances; i.e., Mesa Water has violated, misinterpreted or misapplied an obligation to the employee as such obligation is expressed and written in Mesa Water's Employee Rules and Regulations .
2. To provide a method of resolving such claims as closely as possible to the point of origin and as informally as possible.
3. To encourage communications between supervisors and employees.

B. Grievance Procedure Steps

1. Step One: Supervisor

An employee who has a grievance shall first discuss it informally with the immediate supervisor within five (5) Business Days after the employee knew or in the exercise of reasonable diligence should have known of the occurrence of the cause for grievance.

2. Step Two: Department Manager

If the grievance is not resolved within two (2) Business days after its submission in Step One, the employee may submit the grievance in writing to the department manager within five (5) Business Days thereafter. The department manager or designee will meet with the employee within two (2) Business Days after submission of the grievance and will deliver an answer in writing to the employee within two (2) Business Days after such meeting. At this and all subsequent steps in the grievance procedure, the employee has the right and option to present their grievance with or without a representative.

3. Step Three: General Manager

If the grievance is not resolved in Step Two, the employee may submit it in writing to the General Manager within five (5) Business Days after the department manager's answer is received. The General Manager or designee will meet with the employee within five (5) Business Days after receiving the grievance and will deliver an answer to the employee in writing within five (5) Business Days after such meeting. The decision of the General Manager shall be final. If the General Manager is directly involved in the incident, the grievance shall be heard by a neutral third party.

C. General Provisions

1. Upon receiving an employee request, the General Manager or designee may approve the use of regular working hours for an employee to meet with a representative to prepare and present the grievance, otherwise such meeting must be held off the job.
2. If appeal is not made within the time limits indicated, the grievance will be considered to be settled on the basis of the last decision rendered. Any grievance not responded to within the prescribed time limits shown will automatically advance to the next step unless the time limit is extended by mutual agreement.
3. If the grievance is of a sexual harassment nature, the complaint procedure in the Non-Discrimination/Harassment, and/or Policy and Complaint Procedure should be followed (Mesa Water District's Policy DM-012).
4. Employees are assured freedom from reprisal for using the grievance procedure.

XII. DISCIPLINARY ACTION

A. Cause for Disciplinary Action

It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a non-exclusive list of the more common causes for disciplinary action:

1. Action or inaction contrary to the personnel system, Employee Rules and Regulations and policies of Mesa Water District;
2. Inefficiency or incompetence;
3. Willful disobedience or insubordination;
4. Dishonesty;
5. Possession, distribution, sale, use, or being under the influence of alcohol or illegal drugs or narcotics while on duty or while operating a District vehicle or other potentially dangerous equipment;
6. Discourteous treatment of other employees or the public, or abuse of the employee's position in dealing with other employees or the public;
7. Conviction of a felony or misdemeanor where the type of crime is related to their employment;
8. Absence without approved leave;
9. Neglect of duty;
10. Failure to follow safe working practices or failure to promptly report an injury;
11. Disruptive, disorderly, or unfavorable conduct;
12. Mental or physical incapacity to perform duties, and if disabled are unable to be reasonably accommodated, or present a direct threat to the health and/or safety of self or of others;
13. Excessive absenteeism or tardiness;
14. Workplace violence or credible threats of violence;
15. Damage to, misappropriation or waste of public equipment, property, supplies, or other District resources due to negligence or willful acts;

16. Fraud in securing employment or making a false statement on an application for employment;
17. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave;
18. An egregious act or pattern of poor professional judgment causing harm to Mesa Water; or
19. Other conduct not consistent with the employee's status as an employee of Mesa Water.

These reasons are indicative and not restrictive and discipline may be based on reasons other than those specifically mentioned above.

B. Kinds of Disciplinary Action

The following disciplinary action may be taken against any employee either by the General Manager or designee:

1. Oral or Written Warning
2. Written Reprimand
3. Suspension: An involuntary absence with or without pay
4. Reduction in Pay, temporary or permanent
5. Demotion: Movement from a position in one class to a position in another class having a lower salary range affected for disciplinary purposes.
6. Dismissal: Discharge from employment with Mesa Water

C. Notification of Proposed Disciplinary Action

Employees having "for cause" rights are entitled to the following procedure before disciplinary action which results in the loss of salary or benefits are implemented:

1. The employee receives a preliminary written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the proposed action is based.
2. Along with this notice, the employee is provided with any known written materials, reports or documents upon which the action is based.
3. The employee is notified of and has the right to respond informally, either orally, in writing or both, to the proposed charges within a reasonable time. (A copy of the notice will be sent to the General Manager.)

D. Administrative Review

All employees, with the exception of management, probationary, limited term, part-time and temporary employees shall have the right to an Administrative Review of a disciplinary suspension, salary reduction, demotion or dismissal. Such review will be conducted by the General Manager or designee prior to the effective date of the disciplinary action unless unusual circumstances justify an effective date which makes prior review unfeasible. In this event, the review will be conducted within a reasonable period of time after the effective date of the disciplinary action. The employee will be provided copies of materials supportive of the disciplinary action and, if requested, permitted to appear personally before the reviewing officer. The employee will be informed of the decision of the Administrative Review with a final notice of discipline. An Administrative Review will not affect any rights the employee may have under provisions of the Grievance Procedure.

E. Hearing Officer Proceeding

All employees, with the exception of management, probationary, limited term, part-time and temporary employees shall have the right to appeal from a final notice of discipline. The employee must submit the appeal in writing to the Administrative Services Manager, who will forward the appeal to a designated hearing officer. The hearing officer will present his findings in the form of a recommendation to the General Manager, who will make a final decision. The request for an appeal in front of a Hearing Officer must be received no later than 5 calendar days from the date of the final notice of discipline.

Date and Time of the Appeal Hearing – The Hearing Officer will set a date for an appeal hearing within a reasonable time after receipt of a timely written request for appeal. An employee who, having filed a timely request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the Hearing Officer may dismiss the appeal.

Identification of Issues, Witnesses and Evidence – No later than 10 days prior to the appeal hearing, each party will provide the other and the Hearing Officer a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), a brief summary of the subject matter of the testimony of each witness, and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The District will use numbers to identify its evidence; the employee shall use alphabet letters. Neither party will be permitted to call any witness during the hearing who has not been identified pursuant to this section, nor use any exhibit not provided pursuant to this section, unless that party can show that they could not have reasonably anticipated the need for the witness or exhibit. The Hearing officer will state at the beginning of the hearing the decision as to the precise issue(s) to be decided.

Procedures – The Hearing Officer will explain the procedure that is to be followed including:

1. All disciplinary hearings may, at the discretion of the parties, be either recorded by a court reporter or tape recorded. Any party who requests a transcript of the proceedings must pay for his/her/its own copy of a transcript.
2. Witnesses shall be excluded from the room until their own testimony has been completed and they are released from any possibility of being recalled as witnesses from the current or future proceeding.
3. The Hearing Officer will administer an oath or affirmation to all witnesses.

Each party shall have the right to the following: To call and examine witnesses, present exhibits, introduce exhibits, cross-examine opposing witnesses on any matter relevant to the issues even if that matter was not covered in the direct examination, impeach any witness regardless of which party first called the witness to testify and rebut the evidence against the witness. If the employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.

Exhibits – Documents offered as exhibits are subject to objection by the other side. The Hearing Officer will rule upon objections to documents. The Hearing Officer will also determine when a document will be received as an exhibit. The other party, the Hearing Officer, and the witness shall be presented a copy of an exhibit, if offered.

Conduct of the Hearing – The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in and of itself to support a finding. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

After witnesses and documents have been presented, the Hearing Officer will declare that the receipt of evidence is concluded and the Hearing Officer is ready to proceed with summary and argument of the parties.

Burden of Proof at the Hearing – The District has the burden of proof by a preponderance of the evidence.

Hearing Demeanor and Behavior – All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the Hearing Officer.

Presentation of the Case – The parties will address their remarks, evidence, and objections, to the Hearing Officer. The Hearing Officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The Hearing Officer may alter the order of witnesses, limit redundant or irrelevant testimony, or directly question the witness. The hearing shall proceed in the following order unless the Hearing Officer directs otherwise:

1. The District shall be permitted to make an opening statement.
2. The employee shall be permitted to make an opening statement.
3. The District shall produce its evidence.
4. The employee shall produce his or her evidence.
5. The District, followed by the employee, may offer rebuttal evidence.
6. Closing arguments of no more than 20 minutes shall be permitted at the discretion of the Hearing Officer. The District shall have the right to argue first, the employee may argue second, and the District may reserve a portion of its argument time for rebuttal.

Written Briefs by the Parties – The Hearing Officer or the parties may request the submission of written briefs. The Hearing Officer will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.

Findings – The Hearing Officer shall render a statement of findings and recommendation to the General Manager within 14 days after the hearing has been completed and the briefs, if any, have been submitted. The decision of the General Manager is final.

Proof of Service of the Written Findings and Decision – The General Manager shall send his/her final statement of written findings and decision, along with a proof of service of mailing, to each of the parties and to each of the parties' representatives.

Statute of Limitations – The General Manager's written findings and decision is final. There is no process for reconsideration. Pursuant to Code of Civil Procedure Section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of Orange.

F. Record of Disciplinary Action

Written Warnings, as set forth in Section B., which have been included in an employee's personnel file for one (1) year or more may be destroyed, upon request of the employee, provided that during the period since the issuance of such warning(s), the employee's conduct and job performance has been satisfactory.

XIII. EMPLOYEE RIGHTS

A. Employee Rights

Mesa Water and the Mesa Water District Employees Association (MWDEA), associated with the Orange County Employees Association (OCEA), recognize the rights of unit members to form, join, and participate in the activities of the employee organization for the purpose of representation on all matters of employer-employee relations. The scope of representation shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours and other terms and conditions of employment. (GC Sections 3502, 3504).

B. Payroll Deductions

1. Membership dues and authorized health insurance premiums of MWDEA/OCEA members in the Represented Unit shall be deducted from employee's pay on the regular pay cycle provided Mesa Water has proof of their membership in the MWDEA/OCEA. Mesa Water shall transmit the dues and the premiums after the pay date, in accordance with the regular accounting/payroll process. In the event of a payroll delay from the outside vendor, Mesa Water will advise the organization and seek to remedy the problem as soon as practicable.
2. Mesa Water will notify MWDEA/OCEA by e-mail of the separation of members in the Represented Unit in a timely manner after they have completed their termination paperwork.
3. OCEA shall notify Mesa Water, in writing, as to the amount of dues deduction required prior to commencing the payroll deduction. In addition, should there be any change in the amount, responsibility for notifying employees and Mesa Water will be that of the employee organization.

C. Employee Information Listing

Upon request, Mesa Water will provide OCEA with a listing of current employees who are in classifications represented by the Unit. This shall include the employees' names, job classifications, salary ranges and steps.

D. Bulletin Boards

Space on bulletin boards in the employee lunchrooms of both District buildings shall be made available to OCEA/MWDEA for the exclusive use of the Association. Such use shall not interfere with the operation of Mesa Water, nor shall any information be posted that is derogatory to District Board or management, employees or ratepayers. Posted notices shall be dated and signed or initialed by the authorized representatives of OCEA and/or MWDEA responsible for their issuance. Stale notices shall be removed.

XIV. EMPLOYEE REPRESENTATION

A. Grievance Representation

An employee of Mesa Water District may choose to be his/her own representative or may be represented by MWDEA/OCEA in the problem-solving (grievance) procedure.

B. Authorized Problem-Solving Representatives

Authorized problem-solving (grievance) representatives will be regular employees in the same Representation Unit at Mesa Water District, who are members of the MWDEA and designated by OCEA to be representatives in the process. They shall have at least satisfactory performance evaluations and attendance and be knowledgeable about the duties of the affected employee who is being represented.

Once each quarter, OCEA shall send to Mesa Water a notice in writing listing those representatives who have received training in representing employees and are authorized by OCEA to do so on behalf of the organizations.

C. Number of Representatives

Representation at the informal and first steps of the problem-solving (grievance) procedure shall be limited to one (1) authorized representative. OCEA staff representatives may represent the employee at subsequent steps, and may be assisted by the employee representative.

D. OCEA Attendance

If an employee chooses not to be represented by OCEA, OCEA staff may request that Mesa Water permit them to be present at meetings above Step 1 of the grievance procedure. However, the purpose would be solely to protect its duty of fair representation and not to comment on the substance of the grievance itself.

E. Time-Off

Reasonable time off without loss of pay will be given to an employee and an authorized representative for the following purposes: to meet to prepare and/or resolve a grievance, to conduct relevant research on the potential grievance issues or to attend an appeal hearing. Advance approval for release time shall be obtained from the appropriate department manager.

F. Requirements of Time-Off

The following requirements shall apply, at all times:

1. The grievant and one authorized representative shall obtain permission for the time

needed to meet, if during the regular scheduled work hours and define the location of the meeting.

2. They shall make effective use of the release time from work and if there is any question regarding the appropriateness of the use of time, the representatives will respond to the General Manager or designee on the matter.
3. While the work time off shall not be disruptive to the work of the unit or interfere with the work, Mesa Water's management will make an effort to cooperate with a reasonable request, so long as it is made in advance.

G. Good Faith Effort

Both parties agree that this article shall be applied in good faith, with the mutual goal of assuring good communication and effective resolution of problems.